

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.

November 12, 2013

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **REAL PROPERTY NEGOTIATIONS [CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54956.8]** – Property: APN 002-048-01, 251 No. Edwards Street, Independence, CA - Negotiating Parties: Kevin Carunchio, County Administrator, and Pam Hennarty, Senior Deputy County Administrator – Negotiations: Terms and Conditions.
3. **REAL PROPERTY NEGOTIATIONS [CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54956.8]** – Property: APN 001-06-509, 225 E Pine Street, Bishop, CA - Negotiating Parties: Kevin Carunchio, County Administrator, Jean Turner, Director of Health and Human Services, and Clint Quilter, Public Works Director – Negotiations: Terms and Conditions.
4. **CONFERENCE WITH LABOR NEGOTIATOR (Pursuant to Government Code §54957.6)** – Instructions to Negotiators re: wages, salaries and benefits – Title: Chief Probation Officer – Negotiator – as designated by the Board of Supervisors.
5. **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.
6. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**

OPEN SESSION

10:00 a.m. PLEDGE OF ALLEGIANCE

7. **PUBLIC COMMENT**
8. **COUNTY DEPARTMENT REPORTS (Reports limited to two minutes)**
9. **INTRODUCTION** – Ms. Morningstar Willis-Wagoner, Child Support Officer, will be introduced to the Board.

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

10. **Parks & Recreation** – Request approval of the Lease between the County of Inyo and the United States Department of the Interior Bureau of Land Management for the Tecopa Hot Springs, Campground, and Sewer Lagoon, for a 20 year term, at the rate of \$80 per year, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign.
11. **Personnel** – Request Board ratify and approve the Memorandum of Understanding between the County of Inyo and the Inyo County Correctional Officers Association for the period of November 1, 2013 through October 31, 2016; and authorize the Chairperson to sign.

PUBLIC WORKS

12. Request approval of the Plans and Specifications for the Statham Hall Heater Replacement Project and authorize the Public Works Director to advertise and bid the Project.
13. Request approval of Amendment No. 1 between the County of Inyo and WEC for airport engineering and planning services in an amount not to exceed \$801,752, and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

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

14. **HEALTH AND HUMAN SERVICES – Social Services** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position of Social Worker exists as certified by the Director of Health and Human Services, and concurred with by the County Administrator and Auditor-Controller; B) where if the County was facing layoffs, the positions could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of one Social Worker I at Range 65 (\$3,744 - \$4,553), II at Range 67 (\$3,929 - \$4,770) or III at Range 70 (\$4,221 - \$5,133)
15. **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 Office Technician exists as certified by the Director of Health and Human Services, and concurred with by the County Administrator and Auditor-Controller; B) where if the County was facing layoffs, the positions could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of one Office Technician III at Range 63 (\$3,572 - \$4,346).
16. **SHERIFF** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the positions of Correctional Officer comes from the General Fund as certified by the Sheriff, and concurred with by the County Administrator and Auditor-Controller; B) where if the County was facing layoffs, the positions could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure the position is filled with the most qualified applicant; and C) approve the hiring of two Correctional Officers at Range 64 (\$3,590 - \$4,363).
17. **PUBLIC WORKS** – Request Board A) amend the FY 2013-14 Road Budget Unit #034600 by increasing appropriations in Rents and Lease (*Object Code #5281*) by \$675,000 and decrease fund balance in Road Fund #0017 in the amount of \$675,000, (*4/5's vote required*); B) approve the rental agreement with Hertz Equipment Rental bid #B123142027681P under the U.S. Communities Contract solicited through NC State University Contract #11624, in an amount not to exceed \$300,000; C) approve rental agreements with NiteOwl Transportation, and others, for the provision of operator owned tractor trailer combinations in an amount not to exceed \$100 per hour for a total expenditure not to exceed \$375,000; and D) authorize the Public Works Director to sign the rental agreements, contingent upon the approval of County Counsel and the appropriate signatures being obtained.
18. **WATER DEPARTMENT** – Request Board A) declare In-Situ Corporation as a sole-source provider of certain groundwater level monitoring equipment; B) approve the purchase of groundwater level monitoring equipment from In-Situ Corporation in the amount of \$11,573, including tax; and C) amend the FY 2013-14 Water Department Budget #024102 by increasing appropriations in Equipment over \$5,000 (*Object Code #5650*) by \$11,573 and decreasing fund balance in the Water Department Fund #0024 by \$11,573. (*4/5's vote required*).

19. **COUNTY ADMINISTRATOR – Parks & Recreation – Motor Pool** – Request Board A) amend the FY 2013-14 County Administrator – General Budget Unit #010200 by decreasing appropriations in Salaries and Benefits Object Category as identified by staff by \$24,806 and the Parks and Recreation Budget Unit #076998 by increasing appropriations in Salaries and Benefits Object Category as identified by staff by \$24,806, (4/5's vote required); B) amend the FY 2013-14 Motor Pool Operating Budget Unit #200100 by increasing appropriations in the Salaries and Benefits Object Category as identified by staff by \$24,806 and decrease available fund balance in Motor Pool Fund #2001 by \$24,806. (4/5's vote required); and C) find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the position of Motor Pool Fleet & Parks Manager comes from General Fund and Non-general Fund sources, as certified, and concurred with by the County Administrator and the Auditor-Controller; B) where if the County was facing layoffs, the positions could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of one Motor Pool Fleet & Parks Manager at Range 71 (\$4,234 – \$5,147).
20. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider Staff's recommendation regarding continuation of the local emergency, The Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.
21. **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.
22. **COUNTY ADMINISTRATOR – Emergency Services** - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Canyon Crusher Emergency, that resulted in flooding in portions of Inyo County during the month of August, 2013.
23. **PLANNING** – Request Board review the draft correspondence to the U.S. Fish and Wildlife Service regarding proposed listing and designation of critical habitat for the Sierra Nevada Yellow-Legged Frog, the Northern Distinct Population Segment of the Mountain Yellow-Legged Frog and the Yosemite Toad; and authorize the Chairperson to sign the correspondence.
24. **PLANNING** – Request Board review a proposed rule to list the Western Distinct Population Segment of the Yellow-billed Cuckoo as threatened pursuant to the Federal Endangered Species Act, review draft correspondence in regards thereto, and authorize the Chairperson to sign.
25. **CLERK OF THE BOARD** – Request approval of the minutes of the November 5, 2013 Board of Supervisors Meeting.

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

- 10:30 a.m. 26. **COUNTY ADMINISTRATOR – PUBLIC WORKS** – Request Board consider A) approving the non-binding Concept Plans for the Inyo County Consolidated Office Building Project in Bishop, California; B) approving an updated non-binding Term Sheet for Build-to-Suit Lease Option Agreement between the County of Inyo and Inyo County Development LLC; and C) authorizing staff to proceed to work with Inyo County Development LLC to develop a Build-to-Suit Lease Option Agreement for the Consolidated Office Building Project to be considered by the Board at a future date.
- 3:00 p.m. 27. **PLANNING** – Request Board receive a presentation from Desert Renewable energy Conservation Plan (DRECP) staff regarding the DRECP and engage in a discussion of the County's potential participation in the Plan.

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

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

28. **PUBLIC COMMENT**

CORRESPONDENCE - INFORMATIONAL

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number

CALA0165129

RECREATION OR PUBLIC PURPOSES LEASE

Act of June 14, 1926, as amended (43 U.S.C. 869 *et. seq.*)

This lease entered into on this _____ day of _____, 20¹³, by the United States of America, the lessor, through the authorized officer of the Bureau of Land Management, and

County of Inyo
County Parks
163 May Street

Bishop, CA 94514, hereinafter called the lessee, pursuant and subject to the terms and provisions of the Recreation and Public Purposes Act and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof,

WITNESSETH:

Sec. 1. The lessor, in consideration of the rents to be paid and the conditions to be observed as hereinafter set forth, does hereby grant and lease to the lessee the right and privilege of using for the purposes hereinafter set forth in the following-described lands:

SBBM, Inyo County, California
Township 21 North, Range 7 East
Section 33: SE1/4 SW1/4

and Exhibit A and A-1

containing 40 acres, together with the right to construct and maintain thereon all buildings or other improvements necessary for such use for a period of 20 years, the rental to be \$ 80.00 per annum. If, at the expiration date of the lease the authorized officer shall determine that the lease may be renewed, the lessee herein will be accorded the privilege of renewal upon such terms as may be fixed by the lessor. The lessee may use the premises for

a campground, community center, public bath houses and related facilities. In addition the plan of operations for this park includes continued upkeep and maintenance of a bathing facility, community center, playground, entrance roads, parking lots, numerous outbuildings and electrical hookups, as well as water piping for the park and at least one active sewage settling pond. The approved plan of development dated August 2008 for this park includes a variety of upgrades to be added including remodeling of the existing bathhouses and replacement of four existing restrooms, installation of additional lighting, picnic tables/fire rings, and additional campsites designed specifically for recreation vehicles.

Sec. 2. There are reserved to the United States all mineral deposits in said lands, together with the right to mine and remove the same under applicable laws and regulations to be established by the Secretary of the Interior.

Sec. 3. The lessor reserves the right of entry, or use, by

- (a) any authorized person, upon the leased area and into the buildings constructed thereon for the purpose of inspection;
- (b) Federal agents and game wardens upon the leased area on official business;
- (c) the United States, its permittees and licensees, to mine and remove the mineral deposits referred to in Sec. 2, above.

Sec. 4. In consideration of the foregoing, the lessee hereby agrees:

- (a) To improve and manage the leased area in accordance with the plan of development and management designated as Tecopa Hot Springs Park Capital Improvement Plan dated August 2008

and approved by an authorized officer on or any modification thereof hereinafter approved by an authorized officer, and to maintain all improvements, during the term of this lease, in a reasonably good state of repair.

- (b) To pay the lessor the annual rental above set forth in advance during the continuance of this lease.

(c) Not to allow the use of the lands for unlawful purposes or for any purpose not specified in this lease unless consented to under its terms: not to prohibit or restrict, directly or indirectly, or permit its agents, employees, contractors (including, without limitation, lessees, sub-lessees, and permittees), to prohibit or restrict the use of any part of the leased premises or any of the facilities thereon by any person because of such person's race, creed, color, sex, or national origin.

(d) Not to assign this lease or to change the use of the land without first receiving the consent of the authorized officer of the Bureau of Land Management.

(e) That this lease may be terminated after due notice to the lessee upon a finding by the authorized officer that the lessee had failed to comply with the terms of the lease; or has failed to use the leased lands for the purposes specified in this lease for a period of 20 consecutive years; or that all or part of the lands is being devoted to some other use not consented to by the authorized officer; or that the lessee has not complied with his development and management plans referred to in subsection 4(a).

(f) That upon the termination of this lease by expiration, surrender, or cancellation thereof, the lessee, shall surrender possession of the premises to the United States in good condition and shall comply with such provisions and conditions respecting the removal of the improvements of and equipment on the property as may be made by an authorized officer.

(g) To take such reasonable steps as may be needed to protect the surface of the leased area and the natural resources and improvements thereon.

(h) Not to cut timber on the leased area without prior permission of, or in violation of the provisions and conditions made by an authorized officer.

(i) That nothing contained in this lease shall restrict the acquisition, granting, or use of permits or rights-of-way under existing laws by an authorized Federal officer.

Sec. 5. *Equal Opportunity Clause.* Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 6. *Equal Access Clause.* Lessee shall comply with all provisions of the American Disabilities Act of July 26, 1990 the Architectural Barriers Act of 1968 and Section 504 of the Rehabilitation Act of 1973, as amended. These Acts require that programs and public facilities constructed or renovated be accessible to and usable by persons with disabilities,

Sec. 7. The lessee may surrender this lease or any part thereof by filing a written relinquishment in the appropriate BLM office. The relinquishment shall be subject to the payment of all accrued rentals and to the continued obligation of the lessee to place the lands in condition for relinquishment in accordance with the applicable lease terms in subsections 4(f) and 4(g) and the appropriate regulations.

Sec. 8. The lessee further agrees to comply with and be bound by those additional terms and conditions identified as

Exhibit B

and which are made a part hereof.

Sec. 9. No Member of, or Delegate to, the Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office, and no officer, agent, or employee of the Department of the Interior, except as otherwise provided in 43 CFR, Part 7, shall be admitted to any share or part of this lease, or derive any benefit that may arise there from, and the provisions of Title 18 U.S.C. Sections 431-433, relating to contracts, enter into and form a part of this lease, so far as the same may be applicable.

FOR EXECUTION BY LESSEE

THE UNITED STATES OF AMERICA

IN WITNESS WHEREOF:

(Signature of Lessee's Authorized Officer)

By _____
(Authorized Officer)

(Signature of Witness)

(Title)

(Date)

(Date)

This form does not constitute an information collection as defined by 44 U.S.C. 3502 and therefore does not require OMB approval.

County of Inyo Tecopa Hotspings, Campground and Sewer Lagoon

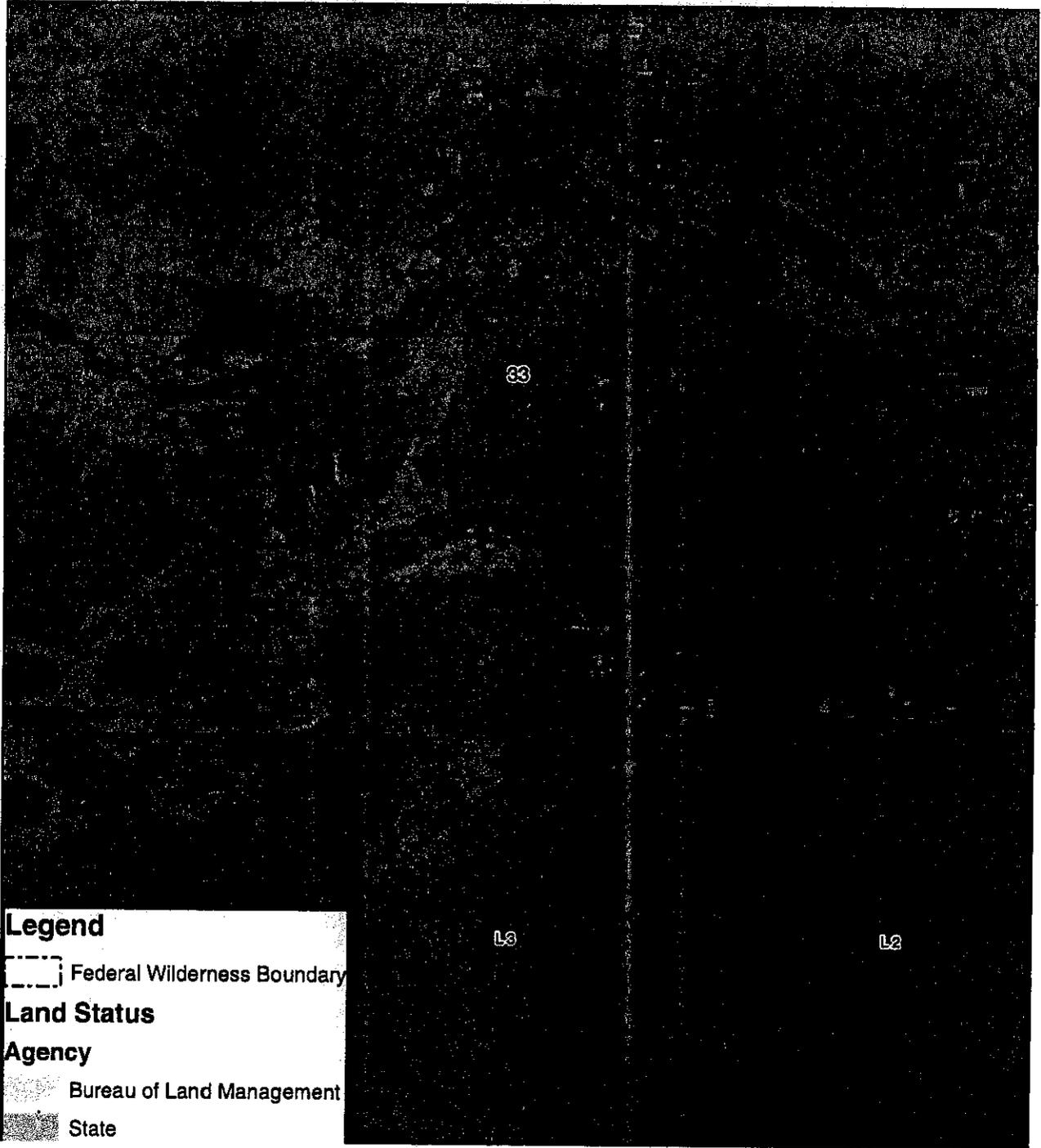
R7E

T21N

T21N

T20N

T20N



R7E

Legend

 Federal Wilderness Boundary

Land Status

Agency

 Bureau of Land Management

 State

 Private Lands

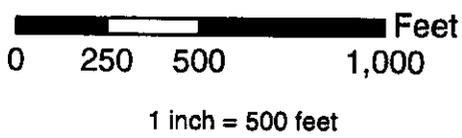
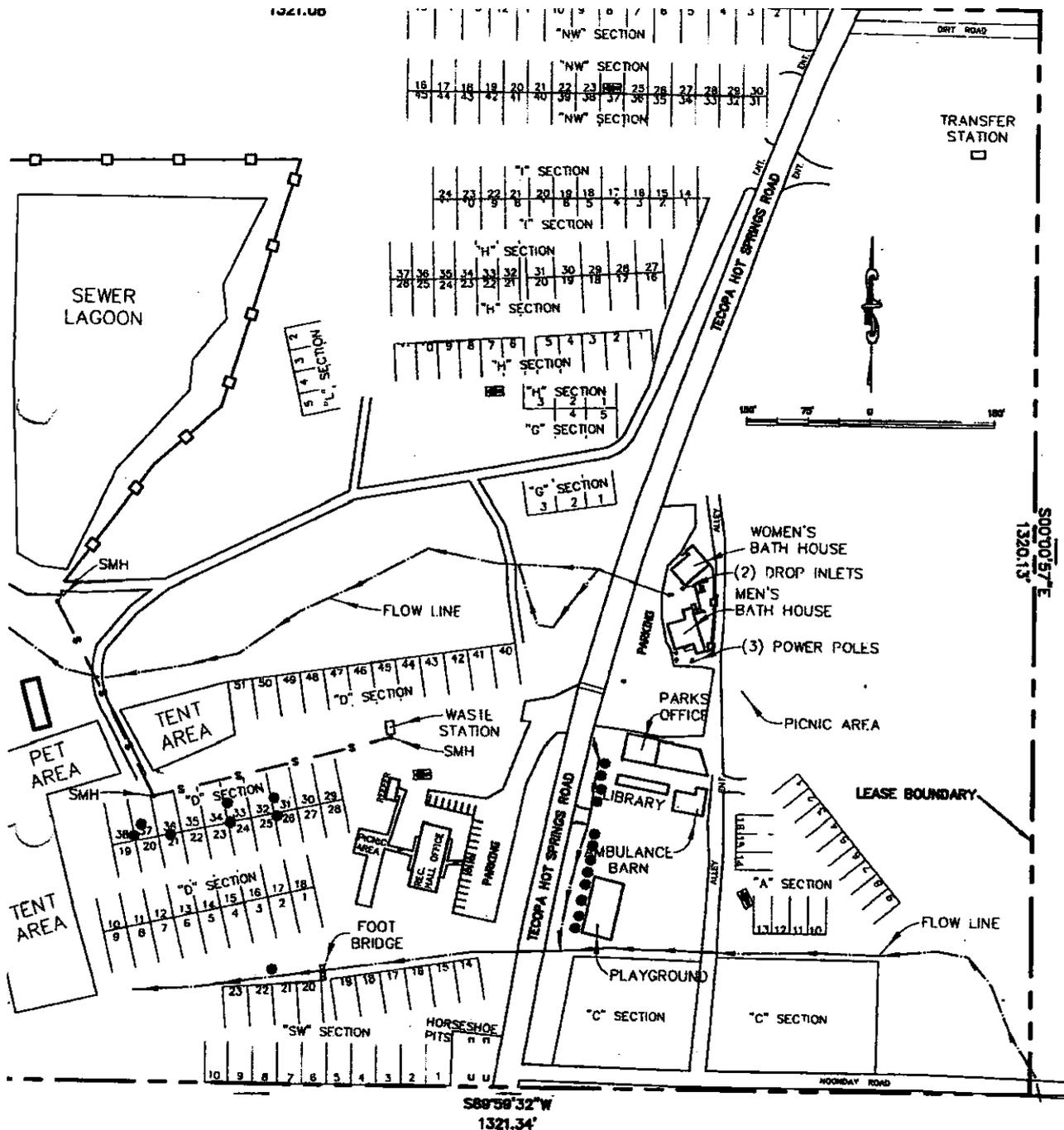


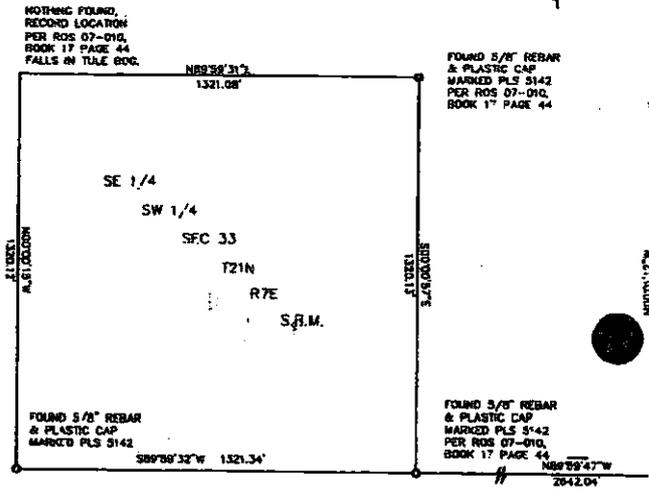
Exhibit A
CALA-0165129
Tecopa Hotspings, Campground,
Sewer Lagoon
November 2012





TECOPA HOT SPRINGS CAMPGROUND

SCALE: 1" = 150'



LEGAL DESCRIPTION

SCALE: 1" = 500'

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21 NORTH, RANGE 7 EAST, S.B.M., IN THE COUNTY OF INYO, STATE AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 8, PAGE 4 SURVEY MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID :

NOTE:
CAMPGROUND SPACES SHOWN ARE DELINEATED ONLY FOR INFORMATION. SPACES ARE DELINEATED BY TIRE MARKERS

LEGEND

- SMH SEWER MANHOLE
- PROPERTY LINE
- FENCE LINE
- FLOW LINE
- RESTROOMS
- TREE
- CAMP SITE

EXHIBIT A-1
LA0165129

Plans Prepared by:		TECOPA HC CAMPG	
INYO COUNTY PUBLIC WORKS 168 N. Edward, P.O. Drawer 0 Independence, CA 93526 (760) 878-0201		Date: MAY 2008	
Project Eng.	Checked by:	Date:	Designed by:
			Drawing Name: Co Park - BML - Lease



REVISION NO.	
DATE	

Project Eng.	Checked by:	Date:

Designed by:	Drawing Name:
	Co Park - BML - Lease

EXHIBIT B

Tecopa Hot Spring Lease
CALA-0165129
November, 2012

1. The BLM Authorized Officer for the administration of this grant is the Field Manager, Barstow Field Office, 2601 Barstow Road, Barstow, CA, Phone (760) 252-6000.
2. The Lessee shall designate a field contact representative (FCR) who will be responsible for overseeing compliance with protective stipulations for mitigation of impacts to threatened and endangered species and for coordination and compliance with BLM. The FCR shall have the authority to halt activities that are in violation of the stipulations. The FCR shall have a copy of all stipulations when work is conducted on the site.
3. The lessee shall comply with applicable Federal and state laws and regulations issued thereunder, existing or hereafter enacted or promulgated, affecting any manner construction operation, maintenance or termination of the lease.
4. The lessee shall submit a plan of development that describes in detail the construction, operation, maintenance, and termination of the lease and its associated improvements and/or facilities. The plan shall include drawings in sufficient detail to enable a complete evaluation of all proposed structures, facilities, and landscaping to ensure compliance with the requirements of the lease and to ensure visual compatibility with the site. These drawings shall be construction documents and must show dimensions, materials, finishes, etc. to demonstrate compliance with all requirements. An approved plan shall be made part of the lease.
5. The lessee shall construct, operate, and maintain facilities, improvements, and structures within the leased premises in strict conformity with the approved plan of development dated May 20, 2008 and plot site drawing dated May 2008 (Exhibit A-1). Site drawing attached as Exhibit C. Any relocation shall not be initiated without the prior written approval of the authorized officer. A copy of the complete lease, including all stipulations, site drawings and approved plan of development, shall be made available to the authorized officer on construction, operation and termination. Noncompliance with the above will be grounds for an immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.
6. Use of heavy equipment on road berms: All vehicle traffic in the vicinity of any ponds occurring on the subject parcel shall be restricted to existing road berms. Appropriate Federal, state, and county laws and regulations for vehicle operation on road berms apply.
7. The lessee shall be responsible for maintaining the integrity of dikes and ponds in compliance with waste discharge requirements issued by Lahontan Regional Water Quality Control Board. Plants and weeds shall be removed; rodent infestation shall be controlled to prevent weakening of dikes due to rodent tunneling and root growth. A biologist authorized by BLM shall conduct a site evaluation prior to any weed/rodent control measure.
8. Upon completion of construction activities, project related surface disturbance shall be reclaimed in conformance with the surrounding contour of the land.

9. If any phase of the construction, operation, or termination of this project any oil, diesel fuel, or any other pollutant should be discharged from containers or vehicles onto Federal lands, the control and total removal, disposal, and cleanup of such oil or other pollutant, wherever found, shall be the responsibility of the Lessee, regardless of fault. Upon failure of Lessee to control, cleanup, or dispose of such discharge on or affecting Federal lands, or to repair all damages to Federal lands resulting therefrom, the authorized officer may take such measures as they deem necessary to control and cleanup the discharge and restore the area, including, where appropriate, the aquatic environment and fish and wildlife habitats, at the full expense to the lessee. Such action by the authorized officer shall not relieve the lessee of any liability or responsibility.
10. The lessee shall comply with the applicable Federal and state laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities/operations under this lease. The lessee shall obtain approval from the authorized officer of a written plan prior to the use of such substances. The plan must provide the type and quantity of material to be used; the pest, insect, fungus, etc., to be controlled; the method of application; the location for storage and disposal of the containers; and other information that the authorized officer may require. The plan should be submitted no later than December 1 for proposed activities for the following fiscal year. Emergency use of pesticides may occur. The use of substances on or near the lease areas shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this lease.
11. The lessee shall consult with the authorized officer prior to conducting any form of stream bed alteration, major sewage pond maintenance, or substantial area landscaping. Coordination with other involved regulatory agencies can then be initiated by the BLM.
12. The BLM reserves the right of access to the lands for purposes of removing Saltcedar, Athel, and other nonnative plants occurring on the lease parcel during the lease term. State and Federal herbicide application procedures shall be adhered to in treating undesired plants. BLM will provide a minimum 14-day advance notification to the lessee and arrange a field visit prior to any plant removal activities to ensure that authorized hot springs lease facilities and activities are not adversely affected. The lessee shall not plant additional nonnative vegetation on the leased land.
13. The lessee shall harden the two known water discharge points located on the western edge of the parcel, using rock in a rip-rap pattern designed to minimize soil erosion and channel cutting.
14. The lessee shall provide spaces to display BLM generated interpretive material on the Bathhouse Bulletin Board and at the Community Center. BLM will also provide the lessee with an opportunity to display the Watchable Wildlife Binoculars sign at both sites, which may facilitate public awareness of wildlife viewing opportunities present in the vicinity.
15. The BLM reserves a right of access to the leased lands for purposes of conducting a water monitoring program, which will analyze the amount of water delivered to the Grimshaw Basin via the two delivery pipes occurring on the property. This program will also assess the quality of water discharged at these points annually. Collected and analyzed information will be available at the BLM, Barstow Field Office.

16. The lessee is encouraged to replace removed nonnative vegetation with native plants. Throughout the term of the lease, the lessee shall endeavor to landscape the subject property with native plant species such as Quailbush (*Atriplex lentiformis*), or other plants native to the immediate area, in consultation with the BLM.
17. All trash and food items shall be contained in raven and coyote proof containers and removed on a regular basis.
18. The lessee will immediately bring to the attention of the Barstow Field Manager (or the designated representative) any cultural resources (prehistoric/historic sites or objects) and/or paleontological resources (fossils) encountered during permitted operations and maintain the integrity of such resources pending subsequent investigation.
19. Inadvertent Discovery of Human Remains

Upon discovery of human remains in California, all work in the area must cease immediately, nothing disturbed and the area is to be secured. The County Coroner's Office of the county where the remains were located must be called. The Coroner has two working days to examine the remains after notification. The appropriate land manager/owner or the site shall also be called and informed of the discovery.

If the remains are located on federal lands, federal land managers/federal law enforcement/federal archaeologist are to be informed as well because of complementary jurisdiction issues. It is very important that the suspected remains and the area around them remain undisturbed and the proper authorities called to the scene as soon as possible as it could be a crime scene.

The Coroner will determine if the bones are historic/archaeological or a modern legal case.

Modern Remains

If the Coroner's Office determines the remains are of modern origin, the appropriate law enforcement officials will be called by the Coroner and conduct the required procedures. Work will not resume until law enforcement has released the area.

Archaeological Remains

If the remains are determined to be archaeological in origin and there is no legal question, the protocol changes depending on whether the discovery site is located on federally or non-federally owned/managed lands.

Remains discovered on federally owned/managed lands

After the Coroner has determined the remains are archaeological or historic and there is no legal question, the appropriate Field Office Archaeologist must be called. The archaeologist will initiate the proper procedures under ARPA and/or NAGPRA. If the remains can be determined to be Native American, the steps as outlined in NAGPRA, 43 CFR 10.6 *Inadvertent discoveries*, must be followed.

20. The County shall have the perforated pipeline in place and operation al before dewatering of the sewage lagoon takes place. This term and condition ensures that the loss of bulrush marsh habitat that may occur during dewatering stage of the project does not reach a level where take occurs. The County shall notify Fish and Wildlife Service (Service) and BLM one week before construction starts the anticipated timeline for pipeline installation and the subsequent commencement of construction activities.
21. The County shall monitor the perforated pipeline, in perpetuity, monthly and perform necessary repair or maintenance immediately to maintain a water flow of 3 gpm.
22. The County shall monitor the bulrush marsh weekly during project construction and reports any changes in size or extent. The County shall develop a baseline for the current extent of the bulrush marsh using GPS prior to dewatering of the sewage lagoon. Any subsequent changes in the bulrush marsh shall be noted and incorporated into GIS layers. The Count shall provide the Service and BLM with these GIS layers and/or maps every month during project construction. Upon completion of the project construction, the County shall monitor the bulrush marsh monthly for 1 year following the completion of project construction. Following completion of the first year monitoring period, the County shall provide GIS layers or maps quarterly to the Service and BLM.
23. The County shall ensure that the noise level at the bulrush marsh does not exceed 90 dB. If the noise level exceeds 90 dB, then noise barriers shall be erected around the equipment or the equipment shall be moved to a location to reduce the level of noise below 90 dB.
24. The County shall contact the Service and BLM immediately if it becomes aware that any Amargosa vole has been killed or injured by project activities. At that time, the BLM and the Service must review the circumstances surrounding the incident to determine whether the protective measures proposed by the BLM (and described in the Biological Opinion for the Tecopa Hot Springs Sewage Lagoon repair project, Inyo County, California ((3031) P CA-680.33)(8-8-10-F-41) are effective and being properly implemented or whether additional protective measures are required. Project activities may continue pending the outcome of the review, provided that the Bureau's proposed protective measures and any appropriate terms and conditions of this biological opinion have been and continue to be fully implemented.
25. The BLM must re-initiate consultation, pursuant to the implementing regulations for section 7(a)(2) of the Endangered Species Act at 50 Code of Federal Regulations 402.16, on the proposed action if monitoring shows more than a 10 percent decline in bulrush habitat.
26. Upon completion of the construction phase of the project, the County shall provide a report to the Service and BLM that details the amount and type of take, location and acreage of critical habitat disturbance, all GPS documentation, effectiveness and practicality of terms and conditions, and recommendations for improving terms and conditions. After construction, the County shall provide a quarterly report to the BLM and the Service, which documents monitoring efforts from the previous quarter.
27. During the first five years of operation after construction is completed, the County shall provide annual reports to the BLM, due December 30 of each year, documenting the implementation of the Non-Native Weed Species Plan.

28. Any hazardous material spills within or immediately adjacent to critical habitat will be reported in writing to the Ventura Fish and Wildlife Office within 3 days of the spill.
29. Within 3 days of locating an Amargosa vole that may have been killed or injured as a result of activities undertaken as part of the Tecopa Hot Springs Sewage lagoon Repair Project, you must notify the Ventura Fish and Wildlife Office by telephone ((805) 644-1766) and by facsimile photograph, cause of death, if known, and any other pertinent information.
If an Amargosa vole is injured, the County shall contact the Service regarding its treatment. Care

**TECOPA HOT SPRINGSPARK CAPITAL
IMPROVEMENT PLAN**

UPDATED AUGUST 2008

EXHIBIT C

PROJECT DETAILS AND ESTIMATED COSTS

ELECTRICAL PROJECTS	STATUS	ESTIMATED COSTS
East Side of Park		
400 amp service	On-going	
Shop wiring (converted to camp store)	Completed	
Restroom rewire, Section A	On-going	
Poles and service distribution board	Completed	
SUBTOTAL		\$54,754
Campground Northwest Section		
6-50 amp pedestals	Completed	
200 amp distribution panel	Completed	
SUBTOTAL		\$15,927
Campsite Pedestals		
104 sites (increased to 50 amp each)	On-going	
SUBTOTAL	On-going	\$32,448
TOTAL ELECTRICAL PROJECT		\$103,129

PROJECT DETAILS and ESTIMATED COSTS (con't)

REMODEL BATHHOUSES	STATUS	ESTIMATED COSTS
MENS		\$61,395
WOMENS		\$71,000
Remove roof structures New trusses/roofing Interior Electrical Remodel showers/bathrooms Asbestos abatement		
TOTAL	All projects on-going	\$133,395

PROJECT DETAILS and ESTIMATED COSTS (con')

RESTROOMS	UNIT COSTS	ESTIMATED COSTS	PROJECT STATUS
3-Modular Restrooms w site prep	\$32,365	\$103,095	Project on hold pending reevaluation of project
1-Modular Restroom w/shower includes site prep (Section D)	\$51,000	\$51,000	Project on hold pending reevaluation of project
TOTAL			\$154,095

PROJECT DETAILS and ESTIMATED COSTS (con't)

GENERAL IMPROVEMENTS TO CAMPGROUND	ESTIMATED COSTS	PROJECT STATUS
20 Sites to accommodate pull-through RV's and RV's w/ slide outs Section A	\$18,500	On-going
Additional picnics tables	\$12,900	On-going
Fire rings/barbecues	\$ 1,400	On-going
Campground pit run	\$4,800	Completed
Additional street lights	\$3,600	Completed
Playground Equipment Construction	\$15,000 Project increased to \$35,000	Completed
SUBTOTAL	\$76,200	
GRAND TOTAL ALL PROJECTS		\$466,819

PROPOSED PROJECT IMPROVEMENT TIMELINE

YEAR	PROJECT	ESTIMATED COSTS	AVAILABLE REVENUE	REMAINING REVENUE BALANCE
1 & 2	East Side Electrical	\$54,754	0	0
	Playground Equipment Construction	\$35,000	\$35,000	0
	1-Modular RR w/shower, Section D	\$51,000	0	0
	SUBTOTAL	\$140,754	\$35,000	0
3 & 4	Bathhouses Remodel	\$133,395	0	0
	SUBTOTAL	\$133,395	0	0
5	1-Modular RR	\$ 34,365	0	0
	Electrical N.W. Section	\$ 15,927	0	0
	SUBTOTAL	\$50,292	0	0



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

//

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

FROM: County Administration - Personnel

FOR THE BOARD MEETING OF: November 12, 2013

SUBJECT: Adoption of 2013-2016 MOU between County and Inyo County Correctional Officers Association

DEPARTMENTAL RECOMMENDATION:

Request Board ratify and approve the Memorandum of Understanding between the County of Inyo and the Inyo County Employees Association (ICCOA) for the period November 1, 2013 through October 31, 2016 and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Your Board has given direction regarding negotiations on the current contract with the Inyo County Correctional Officers Association (ICCOA). At this time, negotiations have concluded successfully with both parties agreeing to the proposed Memorandum of Understanding.

ALTERNATIVES:

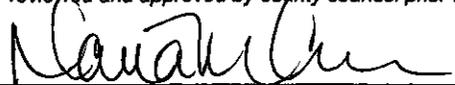
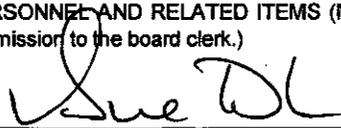
Not approve and direct staff to come back with different alternatives.

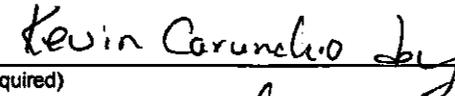
OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING:

Funds are budgeted in contingencies in the 13/14 Personnel Budget, #010800

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>11-10-13</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>11/6/13</u>

DEPARTMENT HEAD SIGNATURE: Kevin Carunchio  Date: 11/6/13
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)



MEMORANDUM OF UNDERSTANDING

between

**INYO COUNTY CORRECTIONALS OFFICERS
ASSOCIATION**

and

COUNTY OF INYO

November 1, 2013 through October 31, 2016

**COMPREHENSIVE
MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF INYO**

AND

INYO COUNTY CORRECTIONAL OFFICERS ASSOCIATION

2013-2016

SECTION 1 – INTRODUCTION

Article 1 – Recognition

The County of Inyo (hereinafter called the "County") has recognized Inyo County Correctional Officers Association (hereinafter called the "Association") as the formally recognized employee organization of bargaining unit employees for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code section 3500, *et seq.* This Agreement applies to all employees in the Association bargaining unit.

Article 2 – Effect of Prior Memoranda of Understanding and Resolutions

This Agreement supersedes all prior Memoranda of Understanding between the County and the Association and Resolutions approving such prior Memoranda of Understanding.

Article 3 – Non-Discrimination

Section 1. The County will recognize and will protect the rights of all employees hereby to join and/or participate in protected Association activities, or to refrain from joining or participating in protected activities, in accordance with Government Code sections 3500 to 3511.

Section 2. The County and the Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, marital status, physical or mental disability, medical condition or sexual orientation. The County and the Association shall reopen any provision of this Agreement for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement to be in compliance with state or federal anti-discrimination laws.

Section 3. Whenever the masculine gender is used in this Agreement, it shall be understood to include the feminine gender.

Article 4 – Personnel Rules and Regulations

The Personnel Rules are hereby incorporated by reference.

Article 5 – Membership

Correctional Officers can only be members of this association.

Article 6 – Merit System Membership

Those positions represented by the Association shall remain part of the County Merit System, with the terms and conditions of their employment covered by the Merit System rules, the County of Inyo Personnel Rules and Regulations and this Memorandum of Understanding.

SECTION 2 – SALARIES / ADDITIONAL COMPENSATION

Employees covered by this Agreement shall be paid bi-weekly (every other Friday).

Article 1 – Salaries

The salaries of Association employees shall be as set forth in Attachment A.

- November: 2% COLA effective November 7, 2013, which is the first full pay period in November.
- November 2014: 2% COLA effective November 3, 2014, which is the first full pay period in November.
- November 2015: 2% COLA effective November 2, 2015, which is the first full pay period in July.

Article 2 – Step Raises

Merit step raises will become effective on the first day of the pay period following eligibility.

Article 3 – Overtime and Compensatory Time Full-time

The County will comply with the Fair Labor Standards Act (FLSA) and shall compensate all full-time non-exempt employees at the pay rate of time and one-half (1-1/2) for all overtime hours worked. Time and one-half (1-1/2) compensation shall be paid after 35 hours for those full-time non-exempt employees scheduled on a 35-hour workweek. Time and one-half (1-1/2) compensation will be paid after 40 hours for those full-time non-exempt employees scheduled on a 40-hour workweek. Full-time non-exempt employees covered by this Agreement shall be compensated for authorized overtime at the rate of one and one-half (1-1/2) times his equivalent hourly rate of pay, when approved in advance by the department head.

- A. All overtime must be scheduled with the employee in advance, except in the case of an emergency or when reasonable, unforeseeable operational needs prohibit advance notice.
- B. Overtime may be converted to compensatory time off at the rate of time and one-half (1-1/2). The compensatory time may be banked as provided in paragraph E below. The conversion of overtime shall be at the option of the employee. Overtime shall be paid in accordance with current procedures unless an employee requests compensatory time.
- C. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* "Hours worked" does not include time for which persons are compensated, but do not actually work.
- D. County will allow full-time non-exempt employees to carry 80 hours of compensatory time on the books. Compensatory time will be placed on the books at the rate of one and one-half (1-1/2) hours for each hour of approved overtime worked. When an employee leaves employment, any compensatory time remaining on the books will be paid at the employee's hourly rate.

Article 4 – Standby and Callout Compensation

- A. **Standby Compensation:** Employees requested by the department head to serve in an after-hours response capacity will receive \$35 for performing standby duties on each regularly scheduled day and \$50 for performing standby duties on regularly scheduled days off or holidays. Holidays are those recognized pursuant to Section 3, Article 2 of this Agreement.
- B. **Call-Out Compensation:** Those employees who are eligible for overtime compensation and have ended their workday and have left their place of employment, but who have been requested to perform duties after normal working hours, will be compensated at the rate of time and one-half (1-

1/2). If the time worked is less than two hours, the employee will receive two hours compensation minimum at the rate of time and one-half (1-1/2). If the time worked is more than two hours, the employee will receive time and one-half for the actual hours or portions thereof worked. These call-out provisions will apply to no more than two call-out instances per 12-hour period. Any call-out instance after the first two in a 12-hour period will be paid at normal overtime rates.

- C. An employee will be deemed to be on telephone standby if the employee's department head informs the employee that the employee may be subject to being called out during a certain period. A department cannot avoid payment under this Article by informing an employee he may be needed, but not formally placing the employee on standby.

Article 5 – Scheduling – 12 Hour Shifts

A. Work Schedule: An alternate 12-hour is for all correctional officers. The shifts will primarily consist of six (6) 12-hour shifts and one (1) 8 hour shift per fourteen (14) day work period for a total of 80 hours.

B. Work Period: The work period is defined as Wednesday through the second Thursday following and will be the same fourteen (14) day work period for all Correctional Officers. It is understood that exceptions to this schedule may/will occur to accommodate training and/or emergencies and all efforts will be made to ensure at least eighty (80) total work hours in the work period for all Correctional Officers.

C. Shift Differential: Employees working the 6 p.m. to 6 a.m. will receive the graveyard shift differential of 4%.

The County and/or the Sheriff reserves the right to cancel the 12-hour shift at any time. The Sheriff, acting in good faith, reserves the right to alter or change the schedule, as the Sheriff deems necessary. In the case of public emergency this change can be effected without notice.

Article 6 – Workday and Workweek

The work week begins at 0001 hours each Thursday and ends at 2400 hours the following Wednesday (one minute after 12 midnight Thursday through 12 midnight on Wednesday.)

- A. Full-time permanent employees on either a seven or eight hour daily work schedule will work five consecutive days, with two consecutive days off.
- B. Full-time permanent employees on a four day, ten hour per day work schedule will work four consecutive days with three consecutive days off.

- C. Any 7 hour per day position which becomes vacant shall be filled on an 8 hour per day basis.
- D. All future promotions and transfer of incumbent County employees shall be at 8 hours per day.
- E. The County Administrative Officer may in his discretion based upon recommendation from a department head change work hours and/or workshifts on a temporary basis in such department or work unit thereof.

Article 7 – Shift Differential

- A. Employees working swing shift (full shifts between 3:00 pm and 12:00 midnight) shall receive a shift differential of 2%. Shifts designated as Swing, P.M. and evening are Swing shifts.
- B. Employees working graveyard shift (full shifts between 12:00 midnight and 8:00 am) shall receive a grave differential of 4%. Shifts designated as Graveyard and Night are graveyard shifts.
- C. In the event of an extended shift, the differential on the overtime shall be the same as the assigned shift. In the event overtime is not connected to an assigned shift, the differential compensation shall be determined by the shift during which the majority of the hours are worked.

Article 8 – Longevity

The County will provide the following longevity increases after ten (10) years of consecutive service:

- 10 years – 2%
- 15 years – 2%
- 20 years – 2%
- 25 years – 2%

These increases will be based on employee start date. If the employee starts on the first through the fifteenth of the month, the increase will begin the first of the month. If the employee starts on the sixteenth through the last day of the month, the increase will begin the first of the following month.

Article 9: Left Vacant

Article 10 – Bilingual Pay

Bilingual Pay Employees will be compensated an additional 5% of their base pay for providing bi-lingual skills as deemed necessary by the department head.

Article 11 – Uniforms

Section 1. The following uniform allowance applies to all members:

- A. A uniform allowance shall be \$ 1,000.00 per year for the cleaning, replacement and maintenance of clothing.
- B. This allowance shall be paid quarterly in the amount of \$250. This payment shall be payable on the last payroll date of each quarter.
- C. All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the employee. The Department will make the determination of replacement or repair. Normal wear and tear of clothing articles is not included.
- D. New employees receive up to \$500 as reimbursement upon proof of uniform purchases. This \$500 is to come from the current \$ 1,000.00 annual payment, whereby a new employee can draw his first two (2) quarterly payments upon proof (receipts) that the amount was spent for uniform purchases.

Article 12 – Safety Equipment

The County agrees to supply the following safety equipment to new members. Lateral entries into the department will have the opportunity of using their own equipment or having the County furnish the equipment to them. If members wish to purchase equipment that is not standard issue of the County, they may do so at their own expense. This equipment will be replaced on a fair "wear-and-tear" basis as determined by the appropriate evaluating authority of the Inyo County Sheriff's Department. All equipment shall meet department approval.

Gun
Holster
Sam Browne belt and accessories
Baton and holder
Handcuff case and handcuffs
Flashlight (batteries and bulb)
Ammunition and holder
Body armor (ballistic vest)

Ear protectors, shooting glasses, and safety helmets are stored and made available at the jail facility to be issued on an as-needed basis. These items will not be issued individually to each member.

Association agrees to waive all claims for sums expended by its members to purchase equipment.

Article 13 – Sick Leave Buyout

Any full-time employee using less than five days of sick leave in any calendar year may, at the employee's option, exchange up to five days of sick leave with the County for monetary compensation at the employee's current hourly rate.

- A. A maximum of five (5) days of accrued unused sick leave may be exchanged during any calendar year.
- B. After the exchange the employee must maintain a minimum balance of 10 days of accrued unused sick leave.
- C. The exchange will be made in the month of February.

Article 14 – Other Compensation

- A. Out of Classification Pay: Any employee assigned work in a higher classification will have his salary increased by a minimum of 5% or be increased to the higher classification for the time worked, whichever is greater, after five (5) working days, effective the first day worked.
- B. Jail Training Officer Pay: Employee will be compensated an additional 5% of their base pay while assigned a trainee employee or Officer in charge.
- C. Class "B" License: County will provide a two and one-half (2.5) percent of base pay incentive for member's who hold and maintain a Class "B" driver's license. Number of positions eligible will be determined by the Sheriff.
- D. Qualification Incentive: All members who qualify as "Expert" or a higher rating at a quarterly qualifying shoot will receive a one-time payment of \$50. A qualifying shoot shall be scheduled by the department once each quarter with a department appointed Range Master. For those members unable to participate in the designated qualifying shoot due to vacation, illness or other reason acceptable to the department, the department may schedule a makeup qualifying shoot. A Member may have only one attempt to qualify as "Expert" or higher for this additional compensation each quarter. The Range Master will designate, in accordance with department policy, which attempt at the qualifying shoot will be the "designated qualifying shoot".

The Range Master must certify to the Sheriff, or his designee, a list of those members qualifying for this incentive.

SECTION 3 – LEAVE

Article 1 – Vacation

The maximum amount of vacation days which may be accrued shall be 35. There shall be no accrual in excess of 35 days.

- A. In the event an employee is denied a request for vacation, which denial causes the employee to cease accruing vacation benefits due to the 35-day cap provided herein, the employee may continue to accrue vacation benefits so long as (1) the employee and his department head agree that the employee will take necessary vacation time at a date in the future to bring the employee below the 35-day cap; (2) the alternative vacation must be scheduled and taken by the employee within six months; and (3) the County Administrative Officer approves the arrangement, which approval will not be unreasonably denied.
- B. The County Administrative Officer may approve requests for vacation in excess of 20 consecutive workdays based on extenuating circumstances.

Article 2 – Holidays

- A. Recognized Holidays. County holidays are as follows:

- January 1 (New Year's Day)
- February 12 (Lincoln's Birthday)
- Third Monday in February (Washington's Birthday)
- Last Monday in May (Memorial Day)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- November 11 (Veteran's Day)
- Thanksgiving Day
- Friday immediately following Thanksgiving Day
- December 24 or December 31
- December 25 (Christmas Day)

- B. Additional Provisions: Any employee who works on a County recognized holiday, shall be paid at double time and one-half their regular rate, *i.e.* pay for 20 hours on an 8-hour work day. If a holiday falls on the employee's day off, payment will be made at straight time with no additional day off.

Article 3 – Sick Leave

- A. Each full-time employee shall accrue sick leave. There is no limit on the amount of sick leave that may be accrued.
- C. Any sick leave used for bereavement will not impact the "buy-back" provisions above.

Article 4 – Flexible Leave

The County shall grant employees 40 hours of Flexible Leave hours each fiscal year.

Flexible leave will be granted each July 1 and must be exhausted by the following June 30. Flexible leave will not accrue from one fiscal year to the next, with the following exception. If an employee believes there are extenuating circumstances that made it impossible for him to utilize flexible leave within the fiscal year, the employee must make a written request to the County Administrative Officer stating the reasons flexible leave should be carried over to the next fiscal year. If the County Administrative Officer approves the request, flexible leave shall be carried over.

Flexible leave will not be paid should an employee terminate, for any reason, from County services.

An employee requesting flexible leave shall give a minimum of 48 hours' notice to his supervisor. A request to take flexible leave may be denied due to the operational needs of the employee's department.

New employees, upon appointment, shall be granted a prorated number of flexible leave days as follows:

- July 1 – October 31..... Five (5) days
- November 1 - February 28..... Three (3) days
- March 1 - June 30 One (1) day

Article 5 – Maternity Leave

Personnel Rule 10.2 governs maternity leave.

SECTION 4 – OTHER BENEFITS

Article 1 – Insurance

- A. Medical: County shall continue to contract with the Public Employees Retirement System (PERS) for medical benefits during the term of this Agreement.
- B. County agrees to pay 80% of the premium of PERS Choice, PORAC or PERS Select Plans. Employee will be responsible for 20% of the premium. The maximum the County will contribute toward a different CalPERS plan other than listed above will be 80% of PERS Choice premium
1. The County will reimburse 50% of the annual medical deductible after the full deductible per person has been paid.
 2. County will pay the following per pay period to each employee who has other medical coverage and has opted out of the County's medical plan:
 - Eligible for *employee only* coverage - \$92.31 per pay period
 - Eligible for *employee plus one* coverage - \$184.62 per pay period
 - Eligible for *family* coverage - \$276.93 per pay period
- C. Dental: County agrees to pay 100% of the monthly premium (for employee and dependents) for dental insurance during the term of this MOU. County agrees to provide through Delta Dental orthodontia benefits for adults and children, 50% benefit schedule; \$1,200 lifetime maximum.
- D. Optical: County agrees to pay 100% of the monthly premium (for employee and dependents) for optical insurance during the term of this MOU.
- E. Life: County agrees to pay 100% of the monthly premium for life insurance - \$20,000 term policy on employee during the term of this MOU.
- F. Short-Term Disability: County will provide all eligible employees with a self-insured income protection plan for up to one year for non-job-related disabilities preventing a person from working. County agrees to pay the premium based on the state disability program. Any employee denied benefits under this provision may file a grievance pursuant to Article 13 of the County Personnel Rules and may have the matter heard only up to the level of the County Administrative Officer.

Article 2 – Retirement Provisions

- A. County agrees to provide 2% at 55 full formula PERS retirement for miscellaneous members.
- B. County agrees to pay the member's contribution for PERS retirement, at the rate of 7% of gross pay, less Social Security (FICA) adjustment.
- C. Full-time employees shall pay their own contribution for both Social Security and Medicare through payroll deductions.
- D. PERS benefit to miscellaneous employees shall consist of:
 - 1. Final compensation to be based on highest one year's salary;
 - 2. Include post-retirement survivor allowance;
 - 3. Allow 260 days of accrued sick leave to be added to service credit;
 - 3. Employer Paid Member Contribution (EPMC);
 - 4. All other provisions as amended in the County PERS contract.
- E. New PERS members hired after January 2013 will fall under PEPRA. Employees will receive 2% @ 62 PERS Formula and will be required to pay at least 50% of normal cost.

Article 3 – Flexible Spending Program

County will pay the administration fee for each employee who participates in flexible benefit program allowed by Section 125 of the Internal Revenue Code.

Article 4 – Deferred Compensation

County will provide deferred compensation programs for employees.

Article 5 – Part-time Benefits - Not applicable

SECTION 5 – POLICY AND PROCEDURES

Article 1 – No Smoking Policy

There shall be no smoking or chewing of tobacco in any County facility or County vehicle. Employees smoking on County property shall smoke in designated smoking areas, which areas will be agreed to by the County and Association.

Article 2 – Drug and Alcohol Policy

The County will enforce the Alcohol and Drug Abuse policy as amended in accordance with the law.

The County will enforce the Drug and Alcohol Policy pursuant to the Department of Transportation Regulations as amended in accordance with the law.

Article 3 – Employee Assistance Program

The County will provide an Employee Assistance Program.

Article 4 – Travel Pay

County will use the Internal Revenue Service (IRS) policy regarding reimbursement of travel pay. If the IRS rates increase, the County reimbursement rates will increase in the same amount as the IRS rates. Should the IRS rates decrease or undergo fundamental changes, renegotiations between the County and the Association on travel pay will occur.

Article 5 – Tuition Reimbursement

The County will reimburse educational expenses to a maximum of \$350 per year per employee for tuition and books approved by Department Head and County Administrative Officer.

The County will consider allocating an additional amount to any given employee, subject to available funding, engaged in a course of study that has a direct relationship to duties performed and would benefit the Department and County. If such a situation exists, the department head's recommendation for payment is necessary.

The County will reimburse the employee for course work completed with a grade of 2.0 or higher. The employee must submit a final grade report and a receipt for books purchased.

Article 6 – License/Certification Renewal

The county will reimburse all costs for licenses and certifications required used in the course of employment.

Article 7 – Mistaken Overpayments

Should any employee be overpaid due to any mistake or inadvertence, the County may recover the amount of overpayment by subsequent unilateral deductions from the pay of the employee in question up the amount of overpayment. However, not more than 10% of any such employee's net pay shall be deducted from any one paycheck for this

purpose. Notwithstanding this, employee will have the option of 10%-25% being deducted from any one paycheck.

Article 8 – Probation Period

Correctional Officers shall serve a 12 month probation.

Article 9 – Reasonable Access, Contracting out, Advance Notice

Reasonable Access - The practice will continue, which allows ICCOA/ Officers and Representatives reasonable access to County work locations, facilities, equipment and other County resources.

Contracting Out – The County agrees to address contracting out of County Services in accordance with all applicable laws.

Advance Notice - The County shall provide reasonable advance notice to the Union of any and all changes that affect the wages, hours, terms and conditions of employees in the represented bargaining unit as to allow time for the Union's response and meet and confer if necessary. Said notice shall be sent to the ICCOA/ President,

Article 10 – Performance Evaluations

The County will use the performance evaluation agreed to by the Association and the Sheriff in 2012.

Article 11 – Letter of Reprimand

Any employee who receives a letter of reprimand shall be entitled to submit a written response thereto, which shall be placed in such employee's personnel file, along with the written reprimand.

SECTION 6 – OTHER TERMS/WORKING CONDITIONS

Article 1 – Authorized Agents

Authorized agents, for the purpose of administering the terms and provisions of the Memorandum of Understanding shall be:

- A. Representing the County
County Administrative Officer
P.O. Box N
Independence, CA 93526

B. President
P.O. Box 438
Lone Pine, CA 93545

Article 2 – No Strike-No Lockout

Section 1. The Association, its officers, agents, representatives, and/or employees agree that during the term of this MOU they will not cause or condone any strike, walkout, slowdown, sickout or any other job action by withholding or refusing to perform services.

Section 2. The County agrees that it shall not lockout its employees during the term of this MOU. The term “lockout” is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the County in the exercise of its rights as set forth in any of the provisions of the MOU or applicable ordinance or law.

Section 3. Any employee who participates in any conduct prohibited in Section 1 above may be subject to disciplinary action up to and including discharge.

Section 4. In the event that any one or more officers, agents, representatives, or members of the Association engage in any of the conduct prohibited in Section 1 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and is unlawful and they must immediately cease engaging in conduct prohibited in Section 1 above, and return to work.

Article 3 – Emergency Waiver

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the County Administrative Officer or his designee so declares, any provisions of this Agreement, which restrict the County’s ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the Association shall have the right to meet and confer with the County regarding the impact on employees of the suspension of these provisions of this Agreement and any Personnel Rules and policies.

Article 4 – Re-Opener Clause

Either Inyo County Correctional Officers Association or the County may reopen this MOU during the two-year period of this MOU to negotiate any term(s) and condition(s) expressly addressed or absent from this MOU upon 30 days written notice to the other side. Both parties agree to negotiate regarding any issues subject to the request to reopen the MOU. Changes will only be made by mutual agreement of both sides.

Article 5 – Organizational Rights and Responsibilities

Section 1. Dues Deductions: The County shall deduct for dues, on a regular basis, from the pay of all employees in the classifications and positions recognized to be represented by the Association, who voluntarily authorize such deduction, in writing, on a mutually agreed upon form to be provided for this purpose. The County shall remit such funds to the Association within thirty (30) days following their deduction.

Section 2. Indemnification: The County will not be responsible or liable for any claims, causes of action, or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the County to transmit to the Association monies deducted from the employees pursuant to this Article.

Section 3. ICCOA Release Time: County will release with pay ICCOA Board of Directors or other ICCOA members (maximum seven (7) employees on any committee) assigned to establish ICCOA committees (as determined by the ICCOA Bylaws in effect as of January 1, 1998) from their normal duties to conduct legitimate and reasonable Association business. An employee must request, in advance, release time, which may be denied due to the operational needs of the department.

Granting of Release time is conditioned upon ICCOA providing to the County, by January 15 of each year, a list of meetings and board and committee members for that calendar year and coordinating with the Personnel Department any meeting or training that will require members to be away from work in excess of three (3) hours. ICCOA and Personnel will work together to assure that such meetings or training will not adversely impact departments. Department heads will discuss with the Personnel Office any difficulties concerning ICCOA release time prior to discussing such matters with the ICCOA Board or any member of the ICCOA Board.

Section 4. Mailing List: The County will provide ICCOA Board current employee lists to include personal mailing addresses, to provide the opportunity to correspond with all ICCOA represented employees in a timely manner. This address list will be provided on an annual basis and within 30 days written notice.

Article 6 – Separability

Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect.

Article 7 – Sole and Entire Memorandum of Understanding

Section 1. It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of agreement or memoranda of understanding, or contrary salary and/or personnel resolutions, oral or written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be

asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.

Section 2. The parties acknowledge that the Board of Supervisors will adopt this Agreement by Resolution and that said Resolution shall remain in full force and effect during the life of this Memorandum of Understanding.

Article 8 – Term of MOU

The term of this Memorandum of Understanding shall continue in force or effect until October 31, 2016. The County will provide each employee represented by the Association with a copy of this and all subsequent MOUs.

Article 9 – Ratification and Execution

The County and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the Board of Supervisors of the County of Inyo. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the County and Association, and entered into this 12th day of November, 2013

COUNTY OF INYO:
ASSOCIATION: _____
Linda Arcularius
Chairperson

INYO COUNTY EMPLOYEES

Adam Emley
ICCOA President

PASSED AND ADOPTED this _____, by the following vote of the Inyo County Board of Supervisors:

AYES:
NOES:
ABSTAIN:
ABSENT:

Linda Arcularius, Chairperson
Inyo County Board of Supervisors

Attest: Kevin Carunchio
Clerk of the Board

By: _____
Patricia Gunsolley, Assistant

ATTACHMENT A
CCOA EMPLOYEES
2% COLA
EFFECTIVE NOVEMBER 7, 2013

Range	Step A	Step B	Step C	Step D	Step E
064	3662	3842	4030	4242	4450

ATTACHMENT A
CCOA EMPLOYEES
2% COLA
EFFECTIVE NOVEMBER 2014

Range	Step A	Step B	Step C	Step D	Step E
064	3735	3919	4111	4327	4539

ATTACHMENT A
CCOA EMPLOYEES
2% COLA
EFFECTIVE NOVEMBER 2015

Range	Step A	Step B	Step C	Step D	Step E
064	3810	3997	4193	4414	4630



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

12

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

FROM: Public Works

FOR THE BOARD MEETING OF: November 12, 2013

SUBJECT: Satham Hall Heater Replacement Project

DEPARTMENTAL RECOMMENDATION:

1. Recommend the Board approve the plans and specifications for the Satham Hall Heater Replacement Project; and,
2. Authorize the Public Works Director to advertise and bid the Project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The FY 2013/2014 approved Public Works / Deferred Maintenance Budget identified several Clean Air Project Program (CAPP) Block Grant funded heater replacement projects. The Satham Hall Heater Replacement Project is the final of heater replacement projects to be completed in this series (Independence American Legion Hall and Big Pine Town Hall heater replacement projects have been completed). The project consists of replacing five (5) roof mounted liquid propane furnace heaters and one (1) roof mounted gas-fired combination heater and evaporative cooler make-up air unit.

This project will replace the existing older inefficient furnace heaters at Satham Hall. Public Works recommends the Board approve the plans and specifications for the replacement of the Satham Hall Building furnace heaters and make-up air unit and authorize the Public Works Department to advertise and bid the project.

ALTERNATIVES:

Not approve the plans, specifications, and advertisement of the project. This is not recommended because current project funds are in place to install new heating and cooling systems for this building. In addition, the existing units need to be updated for energy efficiency.

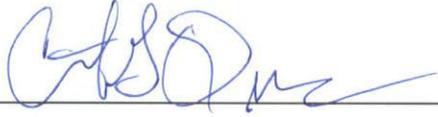
OTHER AGENCY INVOLVEMENT:

The Public Works Department for the development of the plans, specifications, bid package and contract administration.
County Counsel's Office for review of the bid documents and approval of the contract.
The Auditor's Office for approval of the contract and payments to the contractor.

FINANCING:

The funds for this project will be provided through the Deferred Maintenance Budget 011501, Object Code 5640, Structures and Improvements.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>11/1/2013</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>11/1/2013</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 11/5/13
(Not to be signed until all approvals are received)



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

13

FROM: Public Works Department

FOR THE BOARD MEETING OF: November 12, 2013

SUBJECT: Approve Amendment No. 1 for airport engineering and planning services for the Bishop Airport Runway 16-34 and Exits Pavement Rehabilitation and Runway and Taxiway Safety Area (RSA/TSA) Brush Removal; Bishop Airport Complete Airfield Lighting, Signing, and Visual Aid Rehabilitation; and Bishop Airport Layout Plan Update and Narrative Report with Wadell Engineering Corporation (WEC) of Burlingame, California.

DEPARTMENTAL RECOMMENDATIONS:

1. Request your board approve Amendment No. 1 between the County of Inyo and WEC for airport engineering and planning services in an amount not to exceed \$801,752.00;
2. Authorize the chairperson to execute the Amendment No. 1, contingent upon obtaining appropriate signatures; and upon adoption of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The County recently awarded a contract to WEC to provide engineering and planning services for various Airport Improvement Projects on an as-needed basis.

At the September 17, 2013 meeting of the Board of Supervisors, the Board approved execution and acceptance of Grant Offers No. 3-06-0024-014-2013 and 3-06-0024-015-2013 from the Federal Aviation Administration (FAA) to fund engineering and planning services for the above-referenced projects.

Bishop Airport Runway 16-34 and Exits Pavement Rehabilitation and Runway and Taxiway Safety Area (RSA/TSA) Brush Removal (Internal Project Number 13-006)

The objective of the Runway 16-34 Project is to improve pavement conditions at the airport. Runway 16-34 is in very bad condition, with severe transverse and block cracking that extends through the entire pavement section. This is the main instrument landing runway at the airport, which serves Life Flight services, Search and Rescue, and firefighting services. The year 2012 Pavement Condition Index (PCI) rating for the runway and exits have rapidly decreased from the year 2003 PCI ratings. The existing surface condition is deteriorated, and does not meet FAA standards for cross-slope. Reconstructing the pavement will enhance safety by reducing potential damage to aircraft, will reduce future maintenance costs, and extend the life of the pavement. Runway 16-34 is the only instrument approach runway in Inyo County.

The scope of work for engineering for runway rehabilitation includes conducting field investigations, pavement surveys, pavement boring and coring data collection and laboratory testing. The results of these studies will be used to assess various alternatives for pavement improvements, and to design an optimum pavement section. The recommended alternative will be incorporated into plans, specifications, and estimated costs for construction. WEC is requesting \$237,259.00 for these services. The results of an Independent Fee Estimate indicate that WEC's fee for this project is appropriate.

Bishop Airport Complete Airfield Lighting, Signing, and Visual Aid Rehabilitation
(Internal Project Number 13-017)

The objective of the project is to bring airfield lighting, signing, and visual aids up to current standards. The airport lighting systems include aging direct-burial cable with stake-mounted fixtures. The cable and fixtures require significant maintenance and repair. The existing airport signing is sparse, inadequate, in some cases improperly located and designated. The Visual Approach Indicator systems are obsolete, parts are unavailable, and lighting on Taxiway B is out-of-service. This project will replace all runway and taxiway edge systems with new cable and duct and will replace aging visual approach slope systems with new equipment that meets FAA standards. Updating airport signing and lighting will improve safety at the airport, and will improve maintainability of these systems.

The scope of work for the lighting and signing portion of the project consists of the design of three runways (Runway 16-34, Runway 12-30, and Runway 7-25) edge lighting, runway exits, parallel taxiway lighting, and signage. WEC is requesting \$269,769.00 for these services. The results of an Independent Fee Estimate indicate that WEC's fee for this project is appropriate.

Bishop Airport Layout Plan Update and Narrative Report (Internal Project Number 13-007)

The objective of the project is to prepare an updated airport plans meeting new FAA requirements and standards; to establish an adequate yet economical schedule for development of designated airport facilities to meet the varying degrees of demand; and to prepare planning-level cost estimates for future projects. The anticipated benefits include updating the Bishop Airport Layout Plan Set; establishing future project costs and priorities, and; improving the management, operations, and development process for the airport.

The scope of work for the project consists of obtaining basic planning data by collecting a base of reference materials; obtaining current photographs and planimetric maps; developing detailed forecasts of aviation activities in the short, intermediate, and long-range time frames; determining facility requirements to meet forecasts of future aviation demand; preparing an Airport Plan Set; establishing a capital improvement program and estimating development costs; preparing a report describing the considerations and analyses made during the study; and presenting results and recommendations. WEC is requesting \$294,724.00 for these services. The results of an Independent Fee Estimate indicate that WEC's fee for this project is appropriate.

The projects are eligible for funding by the FAA's Airport Capital Improvement Program, which will fund up to ninety percent of the estimated project expenses. The California Department of Transportation Division of Aeronautics (CDA) may provide a matching grant equal to five percent of the FAA grant. The remaining match must be provided by the county. The Grants will also fund administrative costs of the projects, which will be performed by Public Works staff. Including the FAA grant and the state and county matches, the total amount of funds available for the project will be \$841,839.00, as shown below:

	Total Amount of Grants	Runway 16-34 Paving Project	Complete Airfield Lighting Project	Bishop Airport Layout Plan Update and Narrative Report
FAA Grant (90% of total project costs)	\$757,655.00	\$224,209.80	\$254,931.20	\$278,514.00
CDA Matching Grant (5% of FAA Grant)	\$ 37,883.00	\$11,210.49	\$12,746.51	\$13,926.00
County (5.5% of total project cost)	\$ 46,301.00	\$13,701.71	\$15,579.29	\$17,020.00
Total Project Cost	\$841,839.00	\$249,122.00	\$283, 257.00	\$309,460.00

ALTERNATIVES: The Board could choose not to approve the Amendment No. 1 for engineering and planning services for these projects. This is not recommended because the FAA has offered a grant for this project to the county, and Runway 16-34 is in need of pavement repair to improve safety and maintainability of the runway. Similarly, airfield lighting, signing, and visual aids rehabilitation is necessary to improve safety at the airport. The Airport Plan Update and Narrative Report is an important planning document that will provide recommendations for future development of the airport.

OTHER AGENCY INVOLVEMENT:

The auditor's office to make payments to the consultant after the contract is awarded.
County counsel to review and approve the contract.

FINANCING:

The Projects' costs will be funded through the Public Works Department Budget Unit 630303, *Bishop Airport Improvement Projects*, with object codes for expenditures and revenues as shown below:

Funding Source	Expenditure Object Code	Revenue Object Code
FAA Grant	5265	4555
CDA Matching Grant	5265	4498
County	5124	4998

Up to ninety percent of the projects' costs will be reimbursed by the FAA grant, and up to five percent of the FAA Grant amount will be reimbursed by a CDA grant, if CDA funds are available. The remaining costs will be funded by an in-kind match from the Public Works Department. The FAA and CDA grants require reimbursement to local agencies upon submittal of progress invoices for expenditures actually made. Therefore, these grants will require a temporary loan.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) <i>Margaret Kemp-Williams</i> Approved: <input checked="" type="checkbox"/> Date <u>10/28/13</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) <i>CPM</i> Approved: <u>yes</u> Date <u>10/28/2013</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)

[Signature] Date: 10/5/13

**AMENDMENT NUMBER 1 TO THE
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Wadell Engineering Corporation
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING
SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Wadell Engineering Corporation of Burlingame, California (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering and planning services for various airport projects dated June 11, 2013, on County of Inyo Standard Contract No. 156, for the term from June 18, 2013 to December 30, 2018.

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

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

County and Consultant hereby amend such Agreement as follows:

1. Section 3, Paragraph D, Limit upon amount payable under Agreement. The first sentence is revised as follows:

"The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed (Eight Hundred One Thousand, Seven Hundred Fifty-Two Dollars and no cents (\$801,752.00)) (hereinafter referred to as "Contract limit")."

Section 10 **DEFENSE AND INDEMNIFICATION** shall read:

2. To the fullest extent permitted by law, Consultant 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 Consultant, or Consultant's agents, officers, or employees, or the failure of Consultant, or Consultant's agents, officers, or employees to comply with any of its obligations contained in this Agreement, and that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its employees or agents in the performance of design services under this contract; this 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. Consultant'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 negligence, recklessness or willful misconduct of the Consultant, its agents, employees, suppliers, or of anyone directly or indirectly employed by any of them, or anyone for whose negligence, recklessness or willful misconduct any of them may be liable.

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

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

3. Attachment A to the Contract, *Scope of Work*, shall be revised to include the additional tasks required for engineering services for the Bishop Airport Runway 16-34 and Exits Pavement Rehabilitation and Complete Airfield Lighting and Signing Project; and for the Bishop Airport Layout Plan Update, as described in Wadell Engineering Corporation's proposals entitled *Scope of Work, Design for Runway 16-34 and Exits Pavement Rehabilitation and RSA/TSA Brush Removal Project* (Internal Project Number 13-006); *Complete Airfield Lighting, Signing and Visual Aids Rehabilitation Project* (Internal Project Number 13-017); and *Bishop Airport Layout Plans Update* (Internal Project Number 13-007), which are included in Attachment A-1 to this Amendment.
4. Wadell Engineering Corporation's fees for the scope of work described in Attachment A-1 to the Contract shall be the fees described in Wadell Engineering Corporation's cost proposals for the *Design for Runway 16-34 and Exits Pavement Rehabilitation and RSA/TSA Brush Removal Project* (Internal Project Number 13-006); *Complete Airfield Lighting, Signing and Visual Aids Rehabilitation Project* (Internal Project Number 13-017); and *Bishop Airport Layout Plans Update* (Internal Project Number 13-007); which are included as Attachment B-1 to this Amendment.

The effective date of this amendment to the Agreement is November 5, 2013.

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

This agreement is executed in counterparts

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Wadell Engineering Corporation
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING
SERVICES

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

COUNTY OF INYO

CONSULTANT

By: _____

By: _____

Dated: _____

Dated: _____

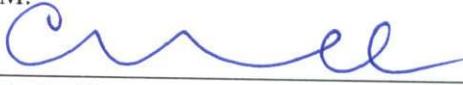
Taxpayer's Identification Number:

APPROVED AS TO FORM AND
LEGALITY:

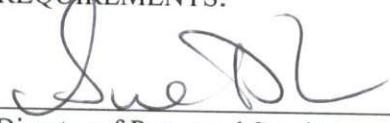
94-2250346


County Counsel

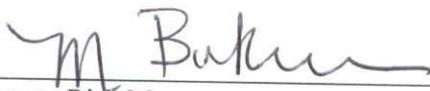
APPROVED AS TO ACCOUNTING
FORM:


County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

This agreement is executed in counterparts

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Wadell Engineering Corporation
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING
SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

CONSULTANT

By: Robert P. Wadell

Dated: 10/26/13

Taxpayer's Identification Number:

94-2250346

ATTACHMENT A-1

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Wadell Engineering Corporation
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING
SERVICES**

TERM:

FROM: June 18, 2013 **TO:** December 30, 2018

SCOPE OF WORK:

The scope of work described in the original contract, dated June 11, 2013, is revised to include additional tasks required for planning and engineering services for Bishop Airport. The scope of services and estimated fee for these services shall be in general accordance with Wadell Engineering Corporation's proposals entitled *Scope of Work, Design for Runway 16-34 and Exits Pavement Rehabilitation and RSA/TSA Brush Removal Project; Scope of Work, Complete Airfield Lighting, Signing and Visual Aids Rehabilitation Project; and Scope of Work, Bishop Airport Layout Plan Update and Narrative Report*; which are included in this Attachment A-1.

For the Bishop Airport Layout Plan and Narrative Report Project, the consultant shall provide a detailed narrative progress report describing the work accomplished during the billing period with each request for payment. The county will submit this narrative progress report, along with Form 270, and the consultant's invoice to the FAA using the FAA's Delphi System. The FAA must approve each payment on planning contracts.

(Internal Project Number 13-006)

**ATTACHMENT A
SCOPE OF WORK
BISHOP AIRPORT
DESIGN FOR RUNWAY 16-34 & EXITS OVERLAY AND RSA/TSA BRUSH REMOVAL**

The project includes design for overlay of 5,600' runway 16-34 with six exits (to hold lines) and two runway intersections, marking, runway safety area (RSA) and exit taxiway safety area (TSA) brush removal. Services include obtaining new existing pavement 13 point runway cross section elevation surveys and five point exit taxiway cross section elevation surveys every 50' linear feet along centerline, 1"=50' scale planimetric mapping with 1' contours in the work area, and geotechnical surveys with laboratory testing for 10 five foot deep borings and 6 pavement corings.

The geotechnical and laboratory data will be analyzed to determine the optimum rehabilitation strategy for the runway. The objective of the design solution is to maintain the current structural capacity while providing a new pavement surface that will not experience an accelerated rate of PCI deterioration due to reflective cracking. Rehabilitation options that will be considered include 1) milling to a depth that eliminates the most severe cracks and conducting localized full depth repairs as necessary; 2) removal of all asphalt layers if cracking extends to the granular base; 3) Full Depth Reclamation (FDR) of all asphalt layers and a portion of the granular base with new soil cement treatment options; and 4) construction of a Portland Cement Concrete (PCC) whitetopping on the existing asphalt or milled surface.

The Consultant services include field investigation, pavement surveys, pavement boring and coring data collection and laboratory testing, pavement alternatives design report with FAA design form, pavement maintenance plan, preparation of design plans, specifications and cost estimates, project design report, FAA 7460-1 form, construction closure and safety plan, airport layout plan update to depict the project, on-site bid document review with County, prebid conference, contractor inquiry assistance during bidding, and assistance with FAA / State Aeronautics coordination as requested by the County.

The Consultant will provide one PDF and one printed copy of the plans, specifications, cost estimate and design reports, and one print ready copy and CD of the final work. Bid plans will be on Consultant title block with County designation and in 11"x17" print format.

The Consultant and County are not responsible for the construction means, methods, techniques, sequences, and safety at the site. The construction contractor has sole responsibility for these activities.

The County will provide available base maps, previous topographic and geotechnical surveys, environmental reports and clearances (if any), public advertisements, notices and printing of bid documents.

Consultant construction phase services are not included but may be negotiated as a contract amendment if desired by the County.

END OF DOCUMENT (6-17-2013)

(Internal Project Number 13-017)

**ATTACHMENT A
SCOPE OF WORK
EASTERN SIERRA REGIONAL AIRPORT
DESIGN FOR COMPLETE AIRFIELD LIGHTING, SIGNING, & VISUAL AIDS REHABILITATION**

The project includes design for removal and replacement of 3 runways edge lighting; exits & parallel taxiways lighting and signing; replacement of VASI 16-34 with PAPI 16-34; replacement of VASI 12-30 with PAPI 12-30; new PAPI 7-25; new REIL 16-34 and REIL 12-30; and connect power and control from the new vault to the existing terminal building. The design includes replacement of existing airfield underground duct where needed and replacement of all existing airfield power and control cables.

The Consultant services include field investigation, preparation of design plans, specifications and cost estimates, design report, FAA 7460-1 form, construction closure and safety plan, airport layout plan update to depict the project, on-site bid document review with County, conduct prebid conference, assist with contractor inquiries during bidding, and assist with FAA / State Aeronautics coordination as requested.

The Consultant will provide one PDF and one printed copy of the plans, specifications, cost estimate and design report, and one print ready copy and CD of the final work.

The Consultant and County are not responsible for the construction means, methods, techniques, sequences, and safety at the site. The construction contractor has sole responsibility for these activities.

The County will provide base maps, surveys, local utility coordination and service changes / requests (if needed), environmental reports and clearances (if any), coordination of removal and disposal of old existing materials, public advertisements, notices and printing of bid documents.

The scope includes bidding the project once, either as a complete project for all work, or a portion if requested by the County. In the event multiple biddings are deemed necessary by the County, an amendment will be issued to separate the plans and specifications into smaller bid phases.

Consultant construction phase services are not included but may be negotiated as a contract amendment if desired by the County.

END OF DOCUMENT 7-23-2013

(Internal Project Number 13-007)

**ATTACHMENT A
SCOPE OF WORK
BISHOP AIRPORT
AIRPORT LAYOUT PLAN UPDATE & NARRATIVE REPORT**

ELEMENT 1 - INVENTORY

OBJECTIVE: To collect a base of reference materials relevant to Bishop Airport.

DESCRIPTION: Obtain Basic Planning Data.

Review County furnished existing aviation data and data from previous aeronautical studies and other area planning reports.

OUTPUT: Base data for general aviation forecasts.
Associated narrative report.

ELEMENT 2 - AERIAL PHOTOGRAPHY & MAPPING

OBJECTIVE: To obtain current plan view photos of the Bishop Airport and planimetric base maps.

DESCRIPTION: Obtain Current Photographs and Planimetric Maps.

Develop base maps for the ALP and Terminal Area at a scale of 1"=500' and 200' respectively with 2 foot contours and spot elevations. Mapping will be in NAD83 and NGVD88 with runway ends located to the nearest 0.01 second of latitude and longitude.

OUTPUT: Photos and base maps for airport layout, terminal layout, and building height analysis, and obstruction analysis in the RPZ.

ELEMENT 3 - FORECASTS OF AVIATION DEMAND

OBJECTIVE: To develop detailed forecasts of aviation activity levels in the short (1-5 years), intermediate (5-10 years), and long-range (10-20 years) time frame.

DESCRIPTION: Prepare forecasts.

Update Statistical History of Activity

Review available data pertaining to forecasts such as population and other city/county growth indicators and forecasts for neighboring airports.

Develop Forecast of Aeronautical Demand

Forecasts will be developed and categorized into specific categories needed for planning and sizing of facilities. Forecasts developed in other available aeronautical studies such as the State Aviation Plan and the FAA's NPIAS will be compared. Forecasts for nearby commercial service airports will be reviewed to determine the need and benefit of Bishop Airport serving as a weather alternate airport.

OUTPUT: Provide basis for forecasts.

General aviation demand will be forecast for the above planning periods as follows:

Based Aircraft and Operations

Single & Multi-Engine, Turbo-prop, Business Jet, Rotorcraft

Local Operations

Itinerant Operations

Instrument Approaches

Peak Hour Instrument Approaches

Peak Hour Pilots and Passengers

Special aviation demand will be evaluated for the above planning periods as follows:

Firefighting Aircraft and Operations

Commercial Air Carrier Service and Weather Alternate Use

Associated narrative report

ELEMENT 4 - FACILITY REQUIREMENTS

OBJECTIVE: To determine the type and extent of facilities required to meet forecasts of future aviation demand recognizing identified constraints.

DESCRIPTION: Prepare facility requirements.

Convert aeronautical demand forecasts to facilities required in support thereof, such as length, strength, and number of runways, areas of aprons, square footage of terminal building, parking spaces and other miscellaneous airfield development. From all projected facility requirements, approximate the land area needed for development and terminal requirements for commercial service weather alternate use of the airport.

OUTPUT: Tabulation of requirements by functional use areas.
Associated narrative report.

ELEMENT 5 - AIRPORT PLANS

OBJECTIVE: To prepare airfield and terminal development layouts and airspace plan depicting current and future facilities, and Exhibit "A" Property Map.

DESCRIPTION: Prepare an Airport Plan Set.

Airport Layout Plan (ALP) - The layout plan will depict initial and future airport facilities. Shown will be facility locations, clearances needed between aircraft operational surfaces and facilities, and dimensional information relating to FAA recommended standards. The layout plan includes a location map and outline of runway protection zones and approach areas with information on the land usage beneath such areas. Identification of facilities no longer needed or scheduled to be phased out of existence is also a part of the layout plan.

Airport Airspace Drawing (AAD) - The AAD drawing supplements information on the layout plan. It provides profile information for runways and details the approach areas to indicate obstructions and other objects in, as well as ground elevations under the runway protection zones. The drawing shows approach surfaces to a point 5,000' or 10,000' as appropriate beyond the primary surface. As a part of this drawing, the imaginary surfaces defined in FAR Part 77 and the areas thereunder are portrayed.

Terminal Area Layout Plan (TALP) – The TALP, a larger scale drawing of important segments of the layout plan, will be provided for the general aviation terminal complexes. Indicated will be ramp space, buildings, parking facilities, hangars for storage and maintenance of aircraft and other important airport operational facilities supporting the primary aeronautical demand.

Exhibit "A" Airport Property Map – The Exhibit A map will present airport property ownership including fee title, land leases and avigation easements. The map will depict acquisitions by grant number and lands included in the airport that have and have not been acquired with FAA funds. Future acquisitions will be illustrated with acreage and dimensions. Land to be released or modified in use or status will be depicted. County furnished mapping, parcel maps and lease lines will be utilized. County of Inyo staff will prepare the map in consultation by the Consultant.

OUTPUT: Airport Layout Plan using planimetric mapping and photographic base in accordance with the FAA Western Pacific Region 2006 ALP Checklist and most current FAA standards.

Airport Airspace Drawing using quadrangle maps for base, a depiction of Part 77 surfaces and photomapping for runway protection zones.

Terminal Area Layout Plan depicting existing and future terminal area development and building heights.

Exhibit "A" Airport Property Map depicting airport land interests.

Set of drawings including the Title Sheet, ALP, Data Sheet, TALP, AAD and Property Map.

Associated Narrative Report

ELEMENT 6 – CAPITAL IMPROVEMENT PROGRAM AND DEVELOPMENT COSTS

OBJECTIVE: To establish an adequate yet economical schedule for development of designated airport facilities to meet the varying degrees of demand and prepare planning level cost estimate for future projects.

DESCRIPTION: Prepare a capital improvement program with cost estimates.

Prepare a list of proposed development needed to support the aeronautical demand for each period (short 0-5, intermediate 6-10, and long-range 11-20 years).

Prepare order of magnitude construction cost estimates for facility improvements. Construction cost estimates will cover the construction of airport facilities, including runways, taxiways, aprons, parking, airport interior roadways, and support facilities.

OUTPUT: List of capital improvement projects and estimated costs.
Associated narrative.

ELEMENT 7 - REPORT PREPARATION

OBJECTIVE: To describe in a brief, clear, concise manner the considerations and analyses made during the study, and the results and recommendations thereof.

DESCRIPTION: Prepare reports.

This element will include preparation of project reports such as draft and final study reports. The reports provide discussion of work performed in the course of the study.

OUTPUT: Reproducible draft and final reports for County use.

ELEMENT 8 - COORDINATION

OBJECTIVE: To coordinate with the County of Inyo.

DESCRIPTION: Coordinate study efforts.

Meet with County staff to coordinate the preparation of the plans and narrative report.

OUTPUT: Five county staff meetings will be held to communicate the planning progress.

END OF DOCUMENT

ATTACHMENT B-1

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Wadell Engineering Corporation
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING
SERVICES
(Internal Project Number 13-006)**

TERM:

FROM: June 18, 2013 **TO:** December 30, 2018

SCHEDULE OF FEES:

The scope of work described in the original Contract, dated June 11, 2013, is revised to include additional tasks required for engineering services for the Bishop Airport Runway 16-34 pavement rehabilitation project. The scope of services and estimated fee for these services shall be in general accordance with Wadell Engineering Corporation's proposal entitled *Scope of Work, Design for Runway 16-34 and Exits Pavement Rehabilitation and RSA/TSA Brush Removal Project*.

Wadell Engineering Corporation's fee for the services described in Attachment A-1 shall be a lump-sum fixed-fee of \$237,259.00 for this project. The total fee is payable to Wadell Engineering in the following increments:

30% Design Completion	60% fee payable
75% Design Completion	80% fee payable
100% Design Submittal	97% fee payable
Bid Completion	100% fee payable

The 30% Design Completion will include the completion of field surveys, geotechnical evaluation, preliminary structural section selection, and base plan layout.

The 75% Design completion will include the preliminary plans, specifications, and estimate of probable costs for the project. The plans may not include all details.

The 100% Design Submittal will include the submittal to the County of all plans, specifications, and estimates to the County of all documents ready for bidding.

ATTACHMENT B-1

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Wadell Engineering Corporation
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING
SERVICES
(Internal Project Number 13-017)**

TERM:

FROM: June 18, 2013 **TO:** December 30, 2018

SCHEDULE OF FEES:

The scope of work described in the original Contract, dated June 11, 2013, is revised to include additional tasks required for engineering services for the Bishop Airport Runway 16-34 lighting and visual aids rehabilitation project. The scope of services and lump-sum fixed-price fee for these services shall be in general accordance with Wadell Engineering Corporation's proposal entitled *Scope of Work, Design for Complete Airfield Lighting, Signing, and Visual Aids Rehabilitation*.

Wadell Engineering Corporation's fee for the services described in Attachment A-2 shall be a lump-sum fixed-price fee of \$269,769.00. The total fee is payable to Wadell Engineering in the following increments:

10% Design Completion	10% fee payable
30% Design Completion	30% fee payable
60% Design Completion	50% fee payable
90% Design Completion	85% fee payable
100% Design Submittal	98% fee payable
Bid Completion	100% fee payable

The 10% Design Completion will include the completion of field investigation, site visits surveying/mapping, and data compilation.

The 30% Design completion will include the 30 percent-complete preparation and submittal of the plans.

The 60 % Design Completion will include the 60 percent-complete preparation and submittal of the plans, specifications, and preliminary cost estimate.

The 90% Design Submittal will include the 90 percent-complete preparation and submittal of all plans, specifications, and estimates to the county.

The 100% Design Submittal will include the submitting the final plans, specifications, and reports to the county.

ATTACHMENT B-1

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Wadell Engineering Corporation
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING AND PLANNING
SERVICES
(Internal Project Number 13-007)
TERM:**

FROM: June 18, 2013 **TO:** December 30, 2018

SCHEDULE OF FEES:

The scope of work described in the original Contract, dated June 11, 2013, is revised to include additional tasks required for planning services for the Bishop Airport Layout Plan Update and Narrative Report. The scope of services and lump-sum fixed-price fee for these services shall be in general accordance with Wadell Engineering Corporation's proposal entitled *Scope of Work, Bishop Airport Layout Plan Update and Narrative Report*.

Wadell Engineering Corporation's fee for the services described in Attachment A-3 shall be a lump-sum fixed-fee of \$294,724.00. The total fee is payable to Wadell Engineering in the following increments:

Inventory & Mapping	35% fee payable
Draft Forecasts & Facility Requirements	45% fee payable
Draft Airport Plans	75% fee payable
Draft Capital Improvement Program	85% fee payable
Draft Report	95% fee payable
Project Completion	100% fee payable

The Consultant may submit partial payment requests for portions of milestones completed. The County of Inyo will process payments for approved partial payment requests.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 14

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: November 12, 2013

SUBJECT: Request to hire a Social Worker in Child Welfare Services.

DEPARTMENTAL RECOMMENDATION:

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

- A) the availability of funding for the position of Social Worker I, II or III exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and
- C) approve the hiring of one Social Worker, either a I at Range 65 (\$3,744-\$4,553), a II at Range 67 (\$3,929-\$4,770), or a III at Range 70 (\$4,221-5,133), contingent upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Child Welfare Program has continued to be short-staffed by two to three social workers on and off since December, 2011. Your Board has given us permission to fill the three current vacancies and a current recruitment is in process. An additional vacancy has occurred as a result of the promotion of one of our social workers to the position of Social Worker Supervisor. This leaves us with an additional unfilled vacancy in our Child Welfare Program.

As your Board knows, the intense Child Welfare program is responsible for investigating and managing issues related to child abuse and neglect. As previously indicated, over the past few years, the Child Welfare program has experienced increased requirements from a federal, state and local level, including recent legislation extending foster care eligibility up to the age of twenty-one. This has resulted in additional responsibilities being implemented in a division that is already stretched thin.

Because of the most recent vacancy, we are respectfully requesting permission to hire a Social Worker I, II or III, depending upon qualifications, to fill the vacant position. It is very important to the overall effective functioning of the division to assist the remaining staff by moving swiftly to fill this vacancy.

ALTERNATIVES:

Denying this request would result in the existing staff, who are absorbing additional caseloads, being at risk of inadvertent, compromised safety decisions on behalf of children due to unacceptable workloads.

OTHER AGENCY INVOLVEMENT:

Juvenile Court, Juvenile Probation, Toiyabe Family Services, local Indian tribes, Mental Health, Wild Iris, Sheriff's Office, Bishop Police Department

FINANCING:

State and Federal funds, and Social Services Realignment. This position is budgeted in the Social Services budget (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:  Date: <u>10/28/2013</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: <u>10/24/13</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 10-30-13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: November 12, 2013

SUBJECT: Request to hire an Office Technician III in Social Services

DEPARTMENTAL RECOMMENDATION:

Request the Board

1. find that consistent with the adopted Authorized Position Review Policy:
 - a. the availability of funding for the position of Office Technician III exists, as certified by the Health and Human Services Director and concurred with by the County Administrator and Auditor-Controller; and
 - b. where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the position, but since no layoffs are pending, an open recruitment would be appropriate to ensure qualified applicants apply; and
 - c. approve the hiring of one Office Technician III at Range 63 (\$3,572 - \$4,346).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Office Technician III position in the Social Services division of Health and Human Services was recently vacated when the employee accepted a position as an Integrated Case Worker in the same division. The Social Services Office Technician III oversees two Office Clerk I/II's and occasionally Work Investment Act (WIA) workers and CalWORKs work experience consumers, in both our Bishop and Lone Pine Social Services offices. The Office Technician III plays a key role in assuring smooth, positive and effective communication and coordination around building issues and client coordination. In addition to reception and general clerical tasks, the position also relieves Human Services Supervisors of some administrative detail. In a busy front office where duties include constant public interaction, heavy call volume, managing building maintenance requests, supplies, ordering and scheduling, a vacancy in this position diminishes the quality of our public service.

ALTERNATIVES:

Denying this request would mean inadequate oversight of the busy front office of Employment and Eligibility, which may impact consumer service, data entry, and timely response to building issues.

OTHER AGENCY INVOLVEMENT:

The Office Technician III will interact regularly with other Social Services staff, and occasionally with other county departments and community partners such as Public Works.

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: <i>yes</i>	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <i>[Signature]</i> Date: <i>10/28/2013</i>
PERSONNEL DIRECTOR: <i>[Signature]</i>	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: <i>[Signature]</i> Date: <i>10/24/13</i>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature: Jean Turner]

Date: *10-30-13*



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

16

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

FROM: Sheriff's Bill Lutze

FOR THE BOARD MEETING OF: November 12, 2013

SUBJECT: Request to fill (2) vacant Correctional Officer positions

DEPARTMENTAL RECOMMENDATION:

Request the Board find that consistent with the adopted Authorized Review Policy;

- 1) The availability of funding for the requested positions comes from the General Fund, as certified by the Sheriff, and concurred with by the County Administrator, and the Auditor Controller, and
- 2) Where internal candidates may meet the qualifications for the positions and the positions could possibly be filled by an internal recruitment, but an open recruitment is more appropriate to ensure the position is filled with the most qualified applicant; and
- 3) Approve the hiring for (2) Correctional Officer positions (Range 64 \$3,590-\$4,363)

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On October 24, 2013, Sheriff Lutze appointed two (2) Correctional Officers to fill two (2) vacant Deputy Sheriff positions, leaving two (2) vacant Correctional Officer positions. The Sheriff's Office has two qualified correctional officer candidates who have completed the pre-employment test and background process, with only the psychological and medical components pending upon the Board's approval to fill the positions.

ALTERNATIVES:

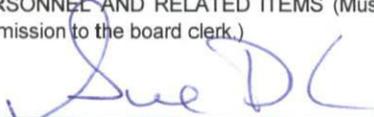
Deny filling the two (2) correctional officer positions.

OTHER AGENCY INVOLVEMENT:

FINANCING:

These Correctional Officer positions are currently budgeted in the Jail General budget (022900).

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 <u>10/30/2013</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 <u>10/28/13</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 10/31/13



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
17

FROM: Public Works/Road Department

FOR THE BOARD MEETING OF: November 12, 2013

SUBJECT: Budget Unit 034600 Amendment/Equipment Rental

DEPARTMENTAL RECOMMENDATIONS:

Request Board A) amend the FY 2013-14 Road Budget Unit #034600 by increasing appropriations in Rents and Lease (Object Code #5281) by \$675,000 and decrease fund balance in Road Fund #0017 in the amount of \$675,000, (4/5's vote required); B) approve the rental agreement with Hertz Equipment Rental bid #B123142027681P under the U.S. Communities Contract solicited through NC State University Contract #11624, in an amount not to exceed \$300,000; C) approve rental agreements with NiteOwl Transportation, and others, for the provision of operator owned tractor trailer combinations in an amount not to exceed \$100 per hour for a total expenditure not to exceed \$375,000; and D) authorize the Public Works Director to sign the rental agreements, contingent upon the approval of County Counsel and the appropriate signatures being obtained.

It is estimated that in excess of ninety percent of the costs incurred for equipment rental and labor will be reimbursed.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The severe thunderstorms of July 2013 resulted in significant damage to numerous County maintained roads. On September 30, 2013 the Governor signed a Disaster Proclamation making the County of Inyo eligible for funding to be utilized for both emergency repairs and permanent construction. Due to the wide spread nature of the damage and time sensitivity, it is prudent for the County to lease the equipment necessary to expeditiously complete the substantial amount of work associated with the storm damage. The public works Department anticipates renting (1) Caterpillar D-8 Bulldozer, (1) Caterpillar D-7 Bulldozer, (2) Caterpillar 623 Elevator Scrapers (1) Caterpillar 980 Loader, (4) 12 foot Road Graders, (1) eleven ton Pad Foot Roller and (1) 3700 gallon Water Truck. This equipment will be rented for approximately sixty days through Hertz Equipment Rental utilizing the existing Government Contract.

Additionally, the Department will utilize six to ten, owner operated truck and trailer combinations at a rate of \$100 per hour with total costs not to exceed \$375,000. We have been unable to locate a single provider with an adequate number of trucks at an acceptable rate. Consequently, we are asking your Board to grant the Public Works Director the authority to enter into multiple rental agreements.

ALTERNATIVES:

The Board could choose to not approve the budget amendment and equipment rental agreements. This is not recommended, as this could potentially result in a reduction in the level of reimbursement.

OTHER AGENCY INVOLVEMENT:

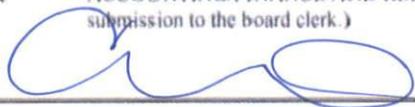
The Inyo County Auditors Office
County Counsel
County Administrative Officer

FINANCING:

Budget unit 034600 Road, currently has a fund balance of \$3,510,000. The utilization of \$675,000 will result in a remaining balance of \$2,835,000 – a level adequate to fund future road related projects.

APPROVALS

COUNTY COUNSEL:  AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)
Approved: yes 11/5/2013 Date _____

AUDITOR/CONTROLLER  ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
Approved: yes Date 11/5/2013

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

DEPARTMENT HEAD SIGNATURE:  Date: 11/5/2013
(Not to be signed until all approvals are received)

BUDGET OFFICER:  Approved: ✓ Date: 10-5-2013



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

18

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

FROM: WATER DEPARTMENT

FOR THE BOARD MEETING OF: November 12, 2013

SUBJECT: Groundwater Level Monitoring Equipment purchase and Water Department Budget Amendment

DEPARTMENTAL RECOMMENDATION: Request your Board A) declare In-Situ Corporations as the sole source provider of certain groundwater level monitoring equipment for the period of November 12, 2013 through June 30, 2014, B) Approve the purchase of the groundwater level monitoring equipment in the amount of \$11,573 which includes tax, and C) Request Board amend the FY 2013-2014 Water Department budget (024102) as follows: increase appropriation in object code Equipment over 5,000 (5650) by \$11,573 and decrease available fund balance in the Water Department Fund 0024. (4/5's vote required)

SUMMARY DISCUSSION: In-Situ Corporations produces the model 500 which has unique technical features that are specifically suited to groundwater level monitoring applications of the Inyo County Water Department (see sole source information attached). LADWP uses these same units and have fitted many of their monitoring wells with security devices suited for just these devices.

ALTERNATIVES: Utilization of a different product would jeopardize the Water Departments ability to monitor the wells required by the Long Term Water Agreement.

OTHER AGENCY INVOLVEMENT: Auditor, County Counsel

FINANCING: There is sufficient fund balance in the Water Department fund 0024 to support the increase to the departmental budget.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) <i>Margaret Kemp-Williams</i> Approved: <u>yes</u> Date <u>10/17/13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) <i>Amy Shepherd</i> Approved: <u>yes</u> Date <u>10/18/13</u>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

BUDGET OFFICER: *[Signature]* Approved: Date: 11-04-2013

DEPARTMENT HEAD SIGNATURE: *[Signature]* Date: 10/22/13
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

Sole Source Justification Form

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

This is a sole source because:

- X There is only one known source because:
 - This is a sole provider of a licensed, copyrighted, or patented good or service.
 - X This is a sole provider of items compatible with existing equipment or systems.
 - This is a sole provider of factory-authorized warranty service.
 - X This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County (Please detail in an attachment).

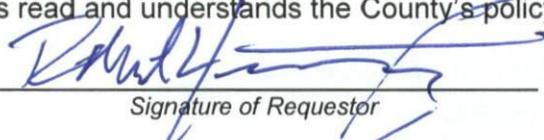
- One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority's policies not in the best interest of the Authority (Please detail in an attachment).

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

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

<p>Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label: Description of Item or Service. Level Troll 500, 30PSIG \$5,850.00 – Rugged Twist Lock Cable - \$1778 ABS Twist Lock Connector \$320 – Reader Bundle 520MHz w/Troll Com \$2199 Vented Poly Cable \$568.25</p>	
DEPARTMENT CONTACT PERSON & TITLE Bob Harrington, Water Director	
DEPARTMENT NAME Inyo County Water Department	PHONE 760-878-0001
REQUESTED SUPPLIER/CONSULTANT NAME In-Situ Inc.	SUPPLIER CONTACT PERSON
SUPPLIER ADDRESS 221 East Lincoln Ave, Fort Collins, Colorado 80524	SUPPLIER CONTACT'S PHONE NUMBER 800-446-7488

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



Signature of Requestor



Date

President/CEO Approval

Date

Attachment A
Sales Quote

DELIVER TO:
COMPANY: INYO COUNTY WATER DEPT
PHONE: 760-878-0002

FROM: In-Situ Sales
E-MAIL: Sales@In-Situ.com
PHONE: (800) 446-7488
FAX: (970) 498-1598

Date: Thursday, October 3, 2013

NUMBER OF PAGES: **4**



221 East Lincoln Ave., Fort Collins, Colorado 80524
 Tel: 1.970.498.1500 / Fax: 1.970.498.1598 / www.in-situ.com

Sales Quote

Quote No: 90016490

Issue Date: 10/3/2013

Page 1 of 4

Quote To: INYO COUNTY WATER DEPT CA
 PO BOX 337
 135 S JACKSON STREET
 INDEPENDENCE, CA 93526

Ship To: ATTN: RANDALL JACKSON
 INYO COUNTY WATER DEPT CA
 PO BOX 337
 135 S JACKSON STREET
 INDEPENDENCE, CA 93526

Comments:

Quote No	Contact Ref	Issued By	Payment Terms	Tax / Freight	Ship Via	FOB Point	Est. Shipment ARO
90016490	007289	BILL G. MANN	NET 30 DAYS	Not Included	Best Way	FT Collins, CO	
Ln No	DL	Product No / Product Name	UOM	Qty	Orig. Price	Quote Price	Ext. Price
02	01	0052000 Rugged Twist-Lock Cable FT VENTED POLY CABLE Qty: " 30.00 RUGGED 485/232 VENTED	EA	4.00	444.50	444.50	1778.00
					82.50		
					362.00		
03	01	0053550 Large Desiccant ABS Twist-Lock Connector	EA	5.00	64.00	64.00	320.00
04	01	0057720 RUGGED READER BUNDLE 520MHz, WITH TROLL COM	EA	1.00	2,199.00	2199.00	2199.00
05	01	0089020 LEVEL TROLL 500, 30PSIG	EA	5.00	1,170.00	1170.00	5850.00
06	01	0052000 Rugged Twist-Lock Cable FT VENTED POLY CABLE Qty: " 75.00 RUGGED 485/232 VENTED	EA	1.00	568.25	568.25	568.25
					206.25		
					362.00		

Quote Total: 10,715.25

Thank You for Choosing In-Situ !



221 East Lincoln Ave., Fort Collins, Colorado 80524
Tel: 1.970.498.1500 / Fax: 1.970.498.1598 / www.in-situ.com

Sales Quote

Quote No: 90016490

Issue Date: 10/3/2013

Page 2 of 4

For further information regarding the Warranty or Terms and Conditions, please refer to our web site or contact your sales representative.
This quote is valid for 30 days.

Thank You for Choosing In-Situ !



In-Situ Inc.

221 East Lincoln Ave., Fort Collins, Colorado 80524
Tel: 1.970.498.1500 / Fax: 1.970.498.1598 / www.in-situ.com

Sales Quote

Quote No: 90016490

Issue Date: 10/3/2013

Page 3 of 4

Recommended Accessories for the Multi-Parameter TROLL 9500

0085070	RDO - Rugged Dissolved Oxygen Sensor Sub 4"	\$1154.00
0084310	RDO - Rugged Dissolved Oxygen Sensor Sub 2"	\$1049.00
0033250	"Quick-Cal" Solution, 4-pak of 250ml (8-Cals), (for calibrating DO, Cond., pH & ORP)	\$69.00
<i>(Each bottle of "Quick-Cal" will yield @ 2 Calibrations)</i>		
0048580	RDO Field Calibration Bubbler Kit	\$215.00
0044710	Flowcell (low-flow- (100-500 ml/min))	\$431.00
0026470	Pelican HardShell Carry Case w/custom foam insert	\$452.00
0044910	Pelican HardShell Carry Case w/wheels	\$483.00
*****	In-Situ® offers a large selection of tubing including: Polyethylene(PE), Teflon® lined Polyethylene(TLPE) FEP(Teflon) for all of your field pumping needs	Please call for pricing

Extended Warranty Programs Multi-Parameter TROLL 9500*

0059000	Maintenance & Calibration Program	\$288.00
0087900	1 year extended warranty (total 2 year warranty)	\$500.00
0088800	2 year extended warranty (total 3 year warranty)	\$998.00

* United States Only

Components of the Level TROLL System

0056140	TROLL Com Bundle RS-232 cable connect and Software CD	\$483.00
0052500	TROLL Com Bundle USB cable connect and Software CD	\$483.00
0056150	TROLL Com Bundle RS-232 direct connect and Software CD	\$494.00
0052510	TROLL Com Bundle USB direct connect and Software CD	\$494.00
0052000	Twist-Lock Cable (Custom Lengths)	Please call for pricing

Protective Accessories for the Level TROLL

0051810	Desiccant Large (Titanium)	\$106.00
0053550	Desiccant Large (ABS)	\$64.00
0052230	Replacement Small Desiccant pk/3	\$55.00
0051380	Replacement Outboard Desiccant	\$90.00
0029140	High Volume Desiccant Refill Kit	\$13.00

Versatile Accessories for the Level TROLL

0051470	1/4-inch NPT Thread adapter (Titanium)	\$200.00
0051480	Twist-Lock Backshell / Hanger	\$104.00
0051490	TROLL Cable Extender (For Rugged Cable)	\$209.00
0051450	TROLL Battery Pack (For Level TROLL)	\$398.00

Accessories for Aqua TROLL 200

0056820	Clearing Swabs (pk 125)	\$30.00
0032560	Conductivity Calibration Solution 147µS, Liter	\$42.00
0020680	Conductivity Calibration Solution 1,413 µS, Liter	\$42.00
0020690	Conductivity Calibration Solution 12,890 µS, Liter	\$42.00
0032580	Conductivity Calibration Solution 58,670 µS, Liter	\$42.00

Extended Warranty Programs Level TROLL*

0051150	Maintenance & Calibration Program	\$159.00
0063000	1 year extended warranty (total 2 year warranty)	\$36.00
0063010	2 year extended warranty (total 3 year warranty)	\$68.00
0063020	3 year extended warranty (total 4 year warranty)	\$102.00
0063030	4 year extended warranty (total 5 year warranty)	\$135.00

* United States Only

Recommended Well Accessories

WELL DOCK 2"	2" Well Dock	\$21.00
WELL DOCK 4"	4" Well Dock	\$50.00
WELL DOCK 6"	6" Well Dock	\$59.00
0020370	2" Vented locking well cap	\$51.00
0020390	4" Vented locking well cap	\$74.00
2214-0006	Plastic Reel (Max. Recommended 350ft / 106m)	\$185.00
2214-0004	Small Steel Reel (Max. Recommended 350ft / 106m)	\$257.00
2214-0005	Large Steel Reel (Max. Recommended 1200ft / 366m)	\$394.00

Handheld Controller and Software

0057720	RuggedReader System For TROLL 9500/Level TROLL/Aqua TROLL 200	\$2,199.00
---------	---	------------

Water Level TAPE 100**

0070000	100 ft	\$507.00
0070010	150 ft	\$590.00
0070020	200 ft	\$628.00
0070030	300 ft	\$766.00
0070040	500 ft	\$1,047.00
0070050	1,000 ft	\$1,648.00
0070060	1,500 ft	\$2,150.00
0070070	2,000 ft	\$2,977.00

** Metric also available

Thank You for Choosing In-Situ !



221 East Lincoln Ave., Fort Collins, Colorado 80524
Tel: 1.970.498.1500 / Fax: 1.970.498.1598 / www.in-situ.com

Sales Quote

Quote No: 90016490

Issue Date: 10/3/2013

Page 4 of 4

Warranty

In-Situ Inc. (In-Situ) warrants that all new products manufactured by it shall be free from defects in materials and workmanship as follows:

- Five (5) years: Rugged Interface Meter (except probe); Rugged Water Level Tape 200
- Three (3) years: RDO® Probe; Rugged Conductivity / Level / Temperature Meter; Rugged Mini Interface Meter (except probe); Rugged Mini Water Level Tape 200; Rugged Slim Water Level Tape; Rugged Water Level Tape 100
- Two (2) years: Aqua TROLL® 100, 200 and 400 Instruments; BaroTROLL® Instrument, Level TROLL® 500 and 700 Instruments; RuggedCable® System; smartTROLL™ Multiparameter Handheld Instrument; smartTROLL™ RDO® Handheld Instrument
- One (1) year: Rugged BaroTROLL® Instrument; Rugged TROLL® 100 and 200 Instruments; Rugged TROLL 200 Direct-Read Cable; Rugged TROLL® Com Device; Rugged Mini Interface Meter Probe; Rugged Interface Meter Probe; smartTROLL™ Battery Pack; smartTROLL™ Cable; control systems and telemetry systems; all other products not specifically listed
- Ninety (90) days: Ion Selective Electrodes (ISEs); all accessories; sealed batteries (subject to In-Situ, at its option, replacing product or providing an external battery pack); any products purchased for rental to other end-users
- None: Calibration systems; chemical solutions; consumables (e.g., replaceable batteries); software; third-party handheld PCs

The foregoing warranties are only valid under the following conditions:

1. The warranty period for all products begins on the day the product is shipped to the customer or distributor.
2. The product must be owned by the original purchaser and must be in use by the original purchaser. The warranties are void upon sale or transfer of the product. The warranties are limited as set forth above in the event that the product is purchased for rental or lease to, or use by, others.
3. The product must be properly installed and operated in accordance with the instruction manuals provided by, or available through, In-Situ Inc.
4. The product must be properly maintained in accordance with the instruction manuals provided by, or available through, In-Situ Inc.
5. The product must be operated within the design specifications.

Warranty Procedure

1. In-Situ Inc.'s Customer Service staff must be contacted for a Return Materials Authorization (RMA) number and shipping instructions prior to shipment to In-Situ Inc.
2. The product must be shipped, postage prepaid, to In-Situ and must show the RMA number on the inside and outside of the package.
3. In-Situ will repair, or, at its option, replace at no charge, components that have proven to be defective during the applicable warranty period.

Limitations

These warranties do not apply to any product that has been damaged by negligence, accident or misuse by any person. These warranties do not apply to any product that has been damaged by acts beyond In-Situ Inc.'s control, including damage caused by lightning strikes, volcanic eruptions, earthquakes, flooding, wind, snow, hail, and other weather related elements. In addition, these warranties do not apply to any product that has been repaired, altered, serviced, or modified by an unauthorized person.

THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE FACE HEREOF. IN-SITU MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE.

IN-SITU INC.'S ENTIRE OBLIGATION AND LIABILITY UNDER THIS WARRANTY IS EXPRESSLY LIMITED TO EITHER REPAIRING AND REPLACING, AT IN-SITU INC.'S OPTION, ANY PRODUCT FOUND TO BE DEFECTIVE OR OTHERWISE NOT IN CONFORMITY WITH THIS WARRANTY. THE OBLIGATION TO REPAIR OR REPLACE SHALL TERMINATE WHEN THE WARRANTY PERIOD EXPIRES.

UNLESS OTHERWISE PROHIBITED BY LAW, IN-SITU INC.'S MAXIMUM LIABILITY IN DAMAGES TO CUSTOMER, FROM WHATEVER SOURCE, INCLUDING ANY BREACH OF CONTRACT OR WARRANTY, SHALL BE LIMITED TO THE DIFFERENCE BETWEEN THE DELIVERY PRICE OF THE PRODUCT AND THE MARKET PRICE OF SUCH PRODUCT AT CUSTOMER'S DESTINATION AT THE TIME OF SUCH BREACH. IN NO EVENT SHALL IN-SITU BE LIABLE FOR PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFIT, DELAY OR ANY PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER ARISING FROM CONTRACT, BREACH OF CONTRACT, TORT, IN-SITU INC.'S NEGLIGENCE, STRICT LIABILITY OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.

Terms & Conditions

Prices

Prices include standard packaging in accordance with common carrier requirements. Shipping charges are additional. Prices are subject to change without notice and In-Situ reserves the right to discontinue any items without notice. Applicable federal, state, and local taxes are the responsibility of customer and are not included in the price quoted to customer.

Orders & Acceptance

In-Situ reserves the right to refuse any and all orders placed by the customer (purchaser) which do not meet In-Situ Inc.'s current ordering terms. The customer must provide In-Situ with a written or facsimile copy of a firm, non-cancelable purchase order for the products and/or services requested to be delivered to the customer by In-Situ Inc. Purchase orders may also be submitted to: inorders@in-situ.com. The pricing listed on the purchase order must match pricing approved by In-Situ for that order. Once the order is accepted by In-Situ, no price changes will be applicable, unless covered by a separate, written agreement. Issuance of a purchase order by customer means that it has fully accepted all of the terms and conditions, including payment terms, set forth in this document. No other terms or conditions shall be binding upon In-Situ unless covered by separate, written agreement signed by In-Situ. ANY TERMS AND CONDITIONS SET FORTH ON CUSTOMER'S PURCHASE ORDER SHALL BE DEEMED NULL AND VOID AND IN-SITU SHALL NOT BE BOUND BY ANY SUCH TERMS AND CONDITIONS. THE TERMS AND CONDITIONS HEREOF SHALL BE DEEMED TO SUPERSEDE AND REPLACE ANY TERMS AND CONDITIONS SET FORTH IN CUSTOMER'S PURCHASE ORDER.

Minimum Order

Returns & Cancellations

Contact our Customer Service Department for a return authorization and shipping instructions. Authorized returns will be issued a Return Materials Authorization (RMA) number, which must appear on the outside and inside of all parcels containing returned merchandise. All freight must be prepaid by the customer. In-Situ has the right to refuse returns. Accepted returns will be processed according to In-Situ Inc.'s published warranty terms. Refunds will not be issued.

Orders cancelled prior to shipment or after shipment are subject to a restocking fee of 20% of the order price. Items returned must arrive at In-Situ Inc.'s offices within 15 days of original shipment and remain unopened in the original packaging. Custom orders, including cables, will be subject to a cancellation fee of the full purchase price.

Payment Terms

In-Situ is pleased to extend terms of net 30 days to domestic customers and In-Situ is pleased to extend terms of net 30 days to domestic customers and distributors who have established a credit account with us. If you wish to open a new account, credit applications are available upon request. A bank reference and four trade references are required.

Payments are due in 30 days from the date of the invoice. All past due invoices and uncollected funds shall be charged interest at a rate of 1.5% per month. If a credit card is used for payment of late invoice(s), a 3% surcharge will be added to cover the additional cost. The customer agrees to pay all collection costs, including attorney's fees, and penalty charges if collection services on the account become necessary. All international orders require an irrevocable letter of credit from a US bank or electronic wire transfer of funds with order. Letter of credit and wire transfer fees will be added to the invoice at a rate of \$360 and \$30 respectively.

Shipment

USA: Shipment is F.O.B. In-Situ Inc.'s dock in Fort Collins, Colorado. Title and risk of loss will pass from In-Situ to customer upon pickup by common carrier at In-Situ Inc.'s dock. All orders from In-Situ are shipped by Federal Express, D.H.L., or U.P.S., depending on customer requests. International orders are shipped by air unless otherwise requested. All orders are insured, unless instructed differently. All shipping costs and insurance are pre-paid by In-Situ and billed to customer, unless otherwise requested.

International: Shipment is F.O.B. In-Situ Inc.'s dock in Fort Collins, Colorado for international orders if picked-up by forwarder, freight carrier, or shipped on courier account. Shipment is CPT (Importing Country's Port of Entry) if shipped using In-Situ Inc.'s FedEx account. Shipment can be CIP (Importing Country's Port of Entry) in cases where a Letter of Credit is used, or upon customer request. Title and risk of loss will pass from In-Situ to customer upon pickup by common carrier at In-Situ Inc.'s dock, except in the case of specific clauses in a Letter of Credit. Orders from In-Situ are shipped by Federal Express, DHL, UPS or forwarder depending on customer requests. Customer must supply all forwarder contact information and/or shipping account numbers at the time the order is placed. International orders are shipped by air. All orders are insured, unless instructed differently.

We package all products to meet the carrier's requirements. Equipment is checked prior to shipping and leaves In-Situ in operating condition. Please examine all shipments immediately upon receipt. Notify In-Situ of any shortages. If the shipment is damaged, notify us and file a claim with the carrier immediately. We will advise and assist in any claims to the carrier. All claims must be made within 10 days of receipt of shipment. In the event that no claim is made within 10 days of receipt of shipment, the products shall be deemed to be accepted by customer.

In-Situ is not responsible for delays due to strikes, accidents, carrier, or other problems beyond our control.

Calibration & Certification

Calibration documentation is provided for Data Loggers and Probes. Stated accuracies reflect maximum allowable deviation from NIST-traceable standard. Individual instrument accuracies may exceed stated accuracies.

Repairs

All parts and labor charges are billed at a standard flat rate. All necessary parts and labor are covered under this flat rate. Repairs will be completed and invoiced within 60 days of the date we receive authorization for repair. All payments are net 30 days. Repairs are warranted for 90 days. Repair pricing does not include return shipment charges. At our discretion we may use factory-rebuilt materials in the repair of all product lines.

Disclaimer

DUE TO CONTINUING PRODUCT DEVELOPMENT, IN-SITU RESERVES THE RIGHT TO ALTER SPECIFICATIONS WITHOUT PRIOR NOTICE. IN-SITU ALSO RESERVES THE RIGHT TO ALTER TERMS PRIOR TO ACCEPTANCE OF THE ORDER.

Thank You for Choosing In-Situ !

Attachment B

Sole Source Information

Product Title: **Level TROLL[®] 500 Instrument**

Product Overview: **Level / Pressure / Temperature / Data Logger in a 1.83 cm (0.72 in.) OD**

Synopsis

The Level TROLL 500 Instrument is an intelligent probe built to measure and store water level/pressure, and temperature data for aquifer characterization or long-term well monitoring. The Level TROLL 500 is recommended for applications like: aquifer characterization (e.g., slug tests and pump tests); dewatering (e.g., mining, construction); monitoring streams/lakes/reservoirs, wetlands/estuaries, watershed drainage basins, tide/harbor fluctuations and landfills; crest stage gaging; and monitoring soil vapor extractions and other remediation activities in normal to extreme environmental conditions. The probe diameter allows it to be housed inside a 1-inch or 2.54-cm diameter (or larger) monitoring well, which protects it from theft, vandalism, and temperature fluctuations. The titanium housing allows it to be used in various water applications from fresh to seawater. It may be utilized for obtaining real-time data. It is easily programmed for data collection. Users can subsequently download data to a PC with Win-Situ[®] Software via serial communications without removing it from the water.

Description Summary

It is the desire of the Inyo County Water Department to acquire In-Situ Inc.'s Level TROLL 500 Instrument.

The instrument shall be a compact, modular In-Situ Level TROLL 500 water level/pressure and temperature measuring and logging system. System components shall include the instrument body, vented (gauged) cables, communication cables, and software. The firmware and software shall be upgradeable.

Features

Size and Material of Construction Requirements

- The instrument body shall be completely sealed and contain pressure and temperature sensors, real-time clock, microprocessor, sealed lithium battery, data logger, and memory.
- The probe shall be < 1.83 cm (0.72 in.) outside diameter and < 25 cm (10 in.) in total length.
- The body and sensors shall be constructed of titanium with a Delrin[®] nose cone.
- Probe shall use welded seals instead of O-ring seals on the probe's body.
- Dimensions and weight:
 - Diameter (OD) shall be 1.83 cm (0.72 in.).
 - Length shall be 21.6 cm (8.5 in.).
 - Weight shall be 197 g (0.43 lb).
- Temperature ranges:
 - Operational temperature range shall be -20° C to 80° C (-4° F to 176° F) when used in non-freezing liquids.
 - Storage temperature range shall be -40° C to 80° C (-40° F to 176° F).
 - Calibrated temperature range shall be -5° C to 50° C (23° F to 122° F).

Power Requirements

- The probe shall include an internal power supply and must meet the following criteria:
 - The instrument shall operate on 3.6 VDC, supplied by a completely sealed, non-replaceable 3.6V lithium battery.
 - The typical battery life shall be 10 years or 2 million readings, whichever comes first, when used within the factory-calibrated temperature range.
- The probe must also have the ability to utilize an external power supply from each of the following sources: SDI-12; DC; solar and other conventional sources.
 - Probe must have the ability to use external power of a minimum of 8-36 VDC.
 - Measurement current shall be 4 mA.
 - Sleep current shall be 180 μ A.
- An optional, top-of-cable battery source shall be available for supplemental power.

Probe Requirements and Options

- The probe shall be calibrated at manufacture to NIST[®]-traceable standards, with a full calibration report provided upon demand.
- The probe must allow the ability to recover the data logged if the internal battery is depleted.
- The probe must have the ability to communicate and integrate in systems using in the following protocols:
 - SDI-12
 - 4-20 mA
 - Modbus RS485
- The outer material of the probe must be corrosion-resistant to marine water using primarily titanium material.
- The probe must have an easy-to-lock into place and durable "bayonet-style" connector that disconnects from the cable.
- The probe must be able to hold in its internal memory at least 130,000 data records and 50 data logs. Memory shall be 2.0 MB.
 - One data record for a Level TROLL Instrument is defined as date/time plus 2 parameters logged (no wrapping) from device within the factory-calibrated temperature range.
- The probe must be able to log all parameters at 2 samples per second.
- Probe must be preprogrammed with Linear, Fast Linear, and Event logging modes.
 - The fastest logging rate and Modbus rate shall be 2 samples per second.
 - The fastest SDI-12 and 4-20 mA output rate shall be 1 sample per second.
- Real-time clock shall be accurate to 1 second per 24-hour period.
- The probe shall be able to log data directly to a computer running a Windows[®] operating system.

Probe Sensors

- The **pressure sensor** on the probe must meet the following criteria:
 - The titanium pressure sensor shall be piezoresistive.
 - The pressure sensor shall be temperature compensated with an internal silicon temperature sensor.
 - Accuracy shall be as follows:
 - Accuracy at 15° C shall be $\pm 0.05\%$ full scale (FS) across factory-calibrated pressure range.
 - Accuracy 0° C to 50° C shall be $\pm 0.1\%$ full scale (FS) across factory-calibrated pressure and temperature ranges.
 - Resolution shall be $\pm 0.005\%$ FS or better.
 - Vented (gauged) ranges shall be as follows:
 - 30 psig: 21 m (69 ft)
 - Pressure shall be maximum 2x range; burst pressure > 3x range.

- Units of measure shall be as follows:
 - Pressure: psi, kPa, bar, mbar, mmHg, inHg, cmH₂O, and inH₂O
 - Level: inches (in.), feet (ft), millimeters (mm), centimeters (cm), meters (m)
 - Temperature: Celsius and Fahrenheit
- The **temperature sensor** on the probe must meet the following specifications:
 - Sensor material shall be silicon.
 - Method shall be EPA Method 170.1.
 - The calibrated range shall be 0° C to 50° C (32° F to 122° F). Units of measure shall include Celsius and Fahrenheit.
 - Accuracy shall be ±0.1° C.
 - Resolution shall be 0.01° C or better.

System Cables

- The Level TROLL 500 Instrument shall use vented RuggedCable[®] System with TPU (thermoplastic polyurethane) jacket or Tefzel[®] (ETFE fluoropolymer; generic equivalent to Teflon[®]) jacket.
- All cables shall have at least one twist-lock connector and shall provide probe users the ability to change lengths and or types of cables in the field.
- Cables shall permit users the ability to access data from deployed probes.
- The cable shall include conductors for power and communication signals, a strength member, and a fully adjustable Kellems[®] grip to anchor the instrument securely when suspended.
- Vented cable shall include a clear cap of indicating silica gel desiccant to protect the cable and electronics from condensations during shipment and storage. An optional high-volume desiccant pack shall also be available for long-term deployment or for use in high-humidity environments. Desiccants/module must be replaceable and/or refillable.
- Standard and custom cable lengths shall be available.
- Probe must, at user option, be suspendable without cable using a non-vented hanger and steel cable.
- The cables offered with the probe, must be extendable by use of an adapter or cable extender between two cables.

Communication Cables

- The communication interface between an Level TROLL 500 connected to a RuggedCable System and a PC/laptop or RuggedReader Handheld PC shall be a TROLL Com Device. The TROLL Com Device shall include an RS485-RS232 converter, external power jack, and vent with replaceable membrane and rated IP67. Four models shall be available:
 - RS232, cable connect: Uphole end connects to a 9-pin RS232 serial port. Downhole end has a male connector that connects with the twist-lock connector on the RuggedCable System, which is connected to the instrument.
 - USB, cable connect: Uphole end connects to a USB port. Downhole end has a male connector that connects with the twist-lock connector on the RuggedCable System, which is connected to the instrument.
 - RS232, direct connect: Uphole end connects to a 9-pin RS232 serial port. Downhole end has a female connector that connects directly to the instrument's back end.
 - USB, direct connect: Uphole end connects to a USB port. Downhole end has a female connector that connects directly to the instrument's back end.

Software

- System shall be capable of logging: water level, water pressure, and water temperature simultaneously.
- System shall come with user-friendly Win-Situ[®] Software for setting up and downloading log files, viewing data.
- System interface shall be logical and easy-to-understand.
- Graphic “status bars” shall show battery and memory capacity.
- System shall have the ability to program up to 50 log files before downloading.
- System shall offer delayed start capability.
- System shall allow for the ability to select the start and stop time for logging.
- System shall not overwrite existing data during logging unless option is chosen.
- System shall include Wrap and End of File (EOF) memory options for logging
- System shall log pertinent events in addition to the log data, such as time synchronization, sensor calibration online, and offline condition etc.
- System shall offer capability for entry of GPS coordinates.
- System shall offer capability to pause and resume a running log file.
- System shall offer an “undelete” function for deleted log files.
- System shall offer the capability to re-start a log file, bypassing the need to re-enter information.
- System shall offer the option to manage collected data via site.
- System must offer a zero-calibration method.
- System shall offer the ability of automatic zero referencing at start of a log file—or ability to program reference for immediate or start-of-log referencing; reference shall be able to be changed or removed after logging.
- System must offer the ability to reset the reference point while the unit is logging.
- System shall provide the ability to post correct level reference based on previously collected log.
- System shall provide the ability to program a log file and optionally be reminded to set the level reference at a future time.
- System shall provide “wizard-type setup” scripts, which integrate the entry of all required log parameters, including the setting of level reference.
- System shall offer both metric and English measurement units.
- Measurements must be compensated for specific gravity variations in saline, brackish or fresh water.
- Standard System shall offer the following logging modes: Linear, Linear Average, and Event. The fastest logging rate shall be 2 per second.
- System must provide fast binary download, even while the unit is logging.
- System shall offer ability to transfer data to spreadsheets at the click of a button and conversion to text files (*.csv) for use in other applications.
- System shall offer convention to “factory reset” the instrument, particularly useful in high throughput uses.

Certification

The instrument shall comply with all applicable directives required by CE, WEEE, the FCC, EN 61326, ICES-003, and FCC Part 15 specifications. Declarations of conformity shall be supplied with manufacturer's operator's manual.

Warranty

The instrument shall include a 2-year warranty from date of shipment against defects in materials and workmanship under normal operating conditions. Maintenance and calibration plans as well as extended warranties shall be available upon request from the end user.

Technical Support

Technical Support must be offered 24 hours/day, 7 days/week at no charge.

Business Classification

Small business

Origin of Manufacture

U.S.A. made

Trademark Attributions

- In-Situ, In-Situ Inc. logo, BaroMerge, BaroTROLL, HERMIT, miniTROLL, Pocket-Situ, RDO, RuggedCable, RuggedReader, TROLL, and Win-Situ are registered trademarks of In-Situ Inc., Fort Collins, Colorado, U.S.A.
- ActiveSync, Excel, Internet Explorer, Outlook, PowerPoint, Vista, Windows, Windows Mobile, and Word are registered trademarks of Microsoft Corporation.
- Kellems is a registered trademark of Hubbell Incorporated.
- NIST is a registered trademark of the National Institute of Standards and Technology.
- Delrin, Teflon, and Tefzel are registered trademarks of E.I. du Pont de Nemours and Company U.S.A. and other countries.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 19
--

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

FROM: Pam Hennarty, Senior Deputy County Administrator

FOR THE BOARD MEETING OF: November 12, 2013

SUBJECT: Budget Amendment to fill Inyo County Motor Pool Fleet & Parks Manager position

DEPARTMENTAL RECOMMENDATION:

- 1) Request your Board amend the Fiscal Year 2013-2014 County Administrator - General budget (Budget 010200) as follows: decrease appropriations in Salary and Benefit Object Category by \$24,806 and increase appropriations in Parks and Recreation budget (Budget 076998) in Salary and Benefit Object Category by \$24,806 (4/5's vote required).
- 2) Request your Board amend the Fiscal Year 2013-2014 Motor Pool Operating budget (Budget 200100) by increasing appropriations in the Salary and Benefit Object Category by \$24,806 and decrease available fund balance in Motor Pool by \$24,806(4/5's vote required).
- 3) Request your Board find consistent with the adopted authorized position review policy; (1) the availability of funding for the requested position comes from General Fund and Non-General Fund sources, as certified by and concurred with the County Administrator and Auditor-Controller, (2) and where if the County was facing layoffs, the position could be filled by internal candidates meeting the qualifications for the positions, but since no layoffs are pending, an open recruitment is appropriate to ensure qualified applicants apply; and, (3) approve the hiring of one Motor Pool Fleet & Parks Manager at Range 71 (\$4,234 – 5,147).

SUMMARY DISCUSSION:

Inyo County Parks and Recreation directly manages six campgrounds throughout the Owens Valley, as well as oversees campground agreements with concessionaires for five campgrounds throughout Inyo County. Additionally, the Parks and Recreation Department maintains and operates seven parks throughout our communities for our residents and visitors. The Motor Pool department manages the 220 vehicles in the County fleet, including monthly billing of mileage and fuel charges, maintenance and repairs, as well as the replacement of vehicles for all County departments.

Since the retirement of the Motor Pool Fleet & Parks Manager five years ago, the day-to-day operations of Inyo County Parks and Recreation has been managed by the Public Works Facilities Supervisor, working "out-of-class" and in a dual role shared between Public Works and Parks and Recreation. (The County's Motor Pool functions have been managed by clerical staff working under supervision of the Deputy County Administrator.) Due to increased job demands in Public Works, the Facilities Supervisor has requested that as of, December 31, 2013, he no longer fill both positions. As a result, Administration has considered alternatives for filling the vacancy. After much consideration and budgetary review it is evident that re-filling the position as a shared manager of the Parks and Recreation and the Motor Pool will allow for the least impact on the General Fund, while filling important vacancies in both of these programs with one position. It will also provide a future opportunity to consider having Parks and Recreation assume responsibility for grounds maintenance at County buildings, thereby possibly reducing Building Maintenance and Grounds costs in the Public Works department.

The Motor Pool Fleet & Parks Manager will be responsible for the operation of the County Motor Pool Fleet and Parks and Campgrounds ensuring overall operations are as efficient, as possible while ensuring the highest level of customer service to our residents and visitors.

ALTERNATIVES:

Your Board could not approve the budget amendments and personnel actions outlined in the Departmental Recommendation; this is not advised, as it would result in the Parks and Recreation and Motor Pool Departments to operate without the benefit of managerial oversight, except as can be provided by the Senior Deputy County Administrator.

OTHER AGENCY INVOLVEMENT:

N/A

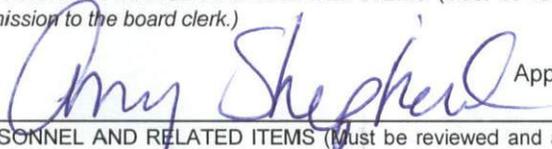
FINANCING:

Since this position is funded between Parks and Recreation and Motor Pool, only half of the costs are borne by the General Fund. (Motor Pool is a Non-General Fund budget which collects funds for the management of the program through internal vehicle charges.) There is no increased cost to the General Fund as a result of hiring of this position. Although the Fiscal Year 2013-2014 County Budget utilized 12-months of salary savings from the Motor Pool Fleet & Parks Manager position, amending the County Administrator budget to redirect 6-months of salary and benefit funding for a vacant Office Technician position in Administration provides the necessary funding to fill the Motor Pool Fleet & Parks Manager without increasing Net County Cost.

The associated salary and benefit changes between the County Administrator Budget to the Parks and Recreation Budget and the Motor Pool Budget are as follows:

- Salaried Employees (Object Code 5001) by \$16,719
- Retirement & Social Security (Object Code 5021) by \$1,279
- PERS Retirement (Object Code 5022) by \$2,438
- Medical Insurance (Object Code 5031) by \$4,203
- Disability Insurance (Object Code 5032) by \$167

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: <input checked="" type="checkbox"/> Date <u>10-6-13</u>
PERSONNEL DIRECTOR: <i>Do it.</i>	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: <input checked="" type="checkbox"/> Date <u>10-06-2013</u>

BUDGET OFFICER SIGNATURE:  Date: 10-06-2013

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

20

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF November 12, 2013

SUBJECT: Continuation of declaration of local emergency

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
21

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF November 12, 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) _____ Date: _____
(The Original plus 20 copies of this document are required)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
22

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF November 12, 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 Canyon Crusher Emergency, that resulted in flooding in the portions of Inyo County during the month of August, 2013.

SUMMARY DISCUSSION: - During your September 17, 2013 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Canyon Crusher Emergency, which was a result of flooding in the portions of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

23

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: November 12, 2013

SUBJECT: Designation of Critical Habitat for the Sierra Nevada Yellow-Legged Frog, the Northern Distinct Population Segment of the Mountain Yellow-Legged Frog, and the Yosemite Toad

RECOMMENDATION: Review draft correspondence to the U.S. Fish and Wildlife Service regarding proposed listing and designation of critical habitat for the Sierra Nevada Yellow-Legged Frog, the Northern Distinct Population Segment of the Mountain Yellow-Legged Frog, and the Yosemite Toad, and authorize the Chair to sign correspondence in regards thereto.

SUMMARY DISCUSSION: The U.S. Fish and Wildlife Service (USFWS) has issued notices indicating its intent to adopt regulations to list as endangered and designate critical habitat for the Sierra Nevada Yellow-Legged Frog, the Northern Distinct Population Segment of the Mountain Yellow-Legged Frog, and the Yosemite Toad.¹ Critical habitat for these species is proposed in Inyo County and adjacent to the County along the crest of the Sierra Nevada. The Board has issued correspondence previously regarding the proposals, including requests for public meetings and hearings and an extension of the comment period. The Board also conducted a special meeting on September 23, 2013 with USFWS, the Forest Service, and the California Department of Fish and Wildlife.

The comment period for the proposals has been extended to November 18, 2013, and it is expected that further opportunities for participation will be provided. Staff has drafted the attached correspondence for the Board's consideration to USFWS based on the information gathered over the last several months. The correspondence addresses concerns regarding the basis of the proposed endangered species listing and critical habitat designation, and requests the USFWS continue to refine the proposed listing and designation in collaboration with the County. Staff has also identified inconsistencies with the Inyo County General Plan (Attachment A to the draft correspondence), which are referenced in the draft correspondence. Staff anticipates providing further input into the process during future comment periods, including input regarding socioeconomic issues related to USFWS' economic study, which is anticipated this fall or early winter.

ALTERNATIVES: The Board could direct changes to the correspondence, or not submit correspondence.

OTHER AGENCY INVOLVEMENT: Department of Interior, USFWS; other agencies with jurisdiction (U.S. Forest Service, California Department of Fish and Wildlife, etc.); neighboring Counties.

¹ Refer to http://inyoplanning.org/projects/USFW_YellowLeggedFrog.htm for background information regarding the proposals and the County's previous correspondence.

FINANCING: General funds are utilized to monitor federal rule making. Resources for Gruen Gruen + Associates' work on the proposals is being provided through the geothermal royalties fund.

APPROVALS

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

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



Date: 11/5/13

Attachments

1. Draft Correspondence to the U.S. Fish and Wildlife Service

November 12th, 2013

Jan Knight, Acting Field Supervisor
United States Department of the Interior
Fish and Wildlife Service
2800 Cottage Way, Room W-2605
Sacramento, CA 95825-1846

Re: Proposed Listing and Designation of Critical Habitat for the Sierra Nevada Yellow-Legged Frog, the Northern Distinct Population Segment of the Mountain Yellow-Legged Frog, and the Yosemite Toad

To Whom It May Concern:

On behalf of the Inyo County Board of Supervisors, we thank you for the opportunity to comment on the proposed listing and designation of Critical Habitat for the Sierra Nevada Yellow-Legged Frog, the Northern Distinct Population Segment of the Mountain Yellow-Legged Frog, and the Yosemite Toad. As indicated in our previous correspondence, we are committed to working with you to reverse the decline of the identified species.

However, we are deeply concerned about the potential impacts to our economy, society, and culture associated with the listing of the species and the designation of the critical habitat. Since a recovery plan and its accompanying restrictions are not developed until after the listing and critical habitat decisions, we must assume worst-case restrictions based on the identified threats: grazing use would be prohibited in the Coyote Flats and Mulkey Meadows; fish-stocking would be prohibited at front-country lakes and nearby highly valued fisheries; fish may be removed from prime recreational fishing lakes and streams; pack stock use would be curtailed to the point that economic vitality is lost; and recreational access would be denied. The results would decimate our agriculture and tourist based economy, and irreversibly alter our cultural identity and way of life. The economies of small population communities are particularly fragile, and there is significant evidence demonstrating that communities with limited economic base who see that base diminished further will see their population decline rather than grow.

Given the consequences of these potential impacts, we have invested considerable time in reviewing the Federal Register Notice and believe that the proposed endangered species listing and critical habitat designation does not represent the best available scientific and commercial data as written. Specifically, we are concerned there is insufficient evidence to make a determination as set forth in the Endangered Species Act to warrant listing the species as threatened or endangered. Further, we believe that the proposed designation of critical habitat is overbroad, and does not include only those areas that are essential for the conservation of the species. Attached are specific concerns with the proposals, which are summarized below.

The habitat or range of the species is not being threatened with destruction or modification. In fact, much of the habitat is in designated wilderness area. The USFWS recognized this fact in the Federal Register Notice, when it stated "physical habitat destruction does not appear to be the primary factor associated with the decline of mountain yellow-legged frogs." There is no potential for further degradation or fragmentation of habitat due to development because the majority of the range is protected as wilderness area. This is especially true in Inyo County, where only 2% of the total land area is privately held and viable for future development.

Recreation activities are also not a significant threat to the mountain yellow-legged frog. The Federal Register notices states that "Currently, recreational activities are considered a threat of low significance to the species' habitat overall." However, limiting recreational activities in the critical habitat area will have devastating consequences to Inyo County's tourist based economy, while having no benefit to the frog. There is no known commercial market for mountain yellow-legged frogs, nor are there documented recreational or educational uses for these species. Therefore, the species cannot be listed as endangered or threatened due to reasons of overutilization as described above.

The County is further concerned with the conclusion presented in the Federal Register that the most likely decline of the Sierra Nevada and Mountain Yellow-Legged Frog and Yosemite Toad is introduced trout. Scientific evidence overwhelming indicates that the most significant threat to the species is chytrid fungus. Of the threats to the Yellow-legged frog, the lethal chytrid fungus disease must be acknowledged as capable of single-handedly exterminating existing populations. If the fungus is not sufficiently curtailed, none of the other threats are relevant. Even if non-native fish could be eradicated in fungus-infected waters, frogs would still not be able to recolonize the site.

This would suggest the best management policy would be to selectively manage distinct populations and attempt to insulate them from the intrusion of the fungus into their environment, which is the strategy that the California Department of Fish and Wildlife (CDFW) has been implementing in Inyo County for nearly 20 years. The CDFW High Mountain Lakes Project is intended to "manage high mountain lakes and streams in a manner which maintains or restores native biodiversity and habitat quality, supports viable populations of native species, and provides for recreational opportunities considering historical and future use patterns." The CDFW High Mountain Lakes Project includes a sophisticated analysis of habitat for 22 watersheds in the eastern sierra, comprehensive guidelines for species restoration and protocols for disinfecting against the chytrid fungus. Thus far, the High Mountain Lakes Project management plan has been implemented and successful in restoring Mountain Yellow-Legged Frog populations in seven separate watersheds, with the exception of populations that have been extirpated by the chytrid fungus. Not only has the High Mountain Lakes Project been effective in restoring frog populations, the CDFW criteria for selecting specific lakes for recolonization, which takes in account the historic and future recreational use of each individual watershed, has support from angler, recreationalist and agricultural communities. However, the USFWS failed to analyze and consider the adequacy of the High Mountain Lakes Project in the proposed endangered species listing and critical habitat designation.

In addition to the CDFW High Mountain Lakes Project, the National Park Service has also developed the Yosemite National Park High Elevation Aquatic Ecosystem Recovery and Stewardship Plan, and the Sequoia and Kings Canyon National Parks Restoration of Native Species in High Elevation Aquatic Ecosystems Plan for managing and restoring the species within Park boundaries. These plans were also not considered by the USFWS in the proposed listing. In sum, the proposed listing of the species and designation of critical habitat neglects to evaluate the impact and effectiveness of efforts by several federal and state agencies to protect the species as required by the Endangered Species Act in order to make a determination on the proposed listing.

In addition, the proposed critical habitat is overbroad, and fails to identify specific areas that contain physical or biological features essential for the conservation of the species at the time of listing. The agency can only designate as critical habitat those specific areas that are essential for the conservation of the species. The proposed critical habitat boundaries are based on remote computer modeling without verification in the field, which has resulted in including areas that are not suitable habitat for the species, such as reservoirs for hydroelectric power, impassable ridges and peaks, areas where the

species has been extirpated due to chytrid fungus, and areas that do not contain populations of the Yellow-legged Frog or Yosemite Toad. While the Service maintains that it cannot define a patchwork of primary constituent elements on a micro scale, the economic, social and cultural implications to Inyo County residents and visitors is too significant to accept anything less than a rigorous investigation and justification for all areas proposed in the critical habitat listing. Further, the USFWS has previously proven it has the capability to identify specific areas to be designated as critical habitat in its 2006 listing of the Yellow-Legged Frog in Southern California.

Should the designation of critical habitat require implementation of a management plan that restricts, reduces or eliminates access to fisherman, hikers, backpackers, pack stock users and other wilderness uses, it is likely that there will be adverse social reactions that would jeopardize or sabotage the effectiveness of the management plan, such as replanting non-native species in fishless lakes.

Finally, the proposed listing and designations as currently written are inconsistent with the Inyo County General Plan (see attachment A). Specifically, the proposals conflict with goals and policies addressing collaboration with State and Federal partners to increase access to recreation in public lands, collaboration with State and Federal partners to develop balanced management plans for the preservation of sensitive species, continued branding and marketing of Inyo County as a destination, expansion of existing and new businesses, and preservation of our historical heritage. In summary, the proposals have the potential to decimate our economy contrary to the Economic Development Element, destroy biological resources of importance to the County contrary to our Conservation Element, and development of regulations contrary to tenets of coordination of our Government Element. We look forward to revisions to these proposals to bring them into consistency with our local planning.

The Inyo County Board of Supervisors is dedicated to working with our federal and state partners to develop a balanced management plan to ensure the survival of these species. However, we continue to be deeply concerned that the proposed listing and designation of critical habitat will have severe consequences to economic, social and cultural well-being of our communities, with limited lasting benefit to the Sierra Nevada Yellow-Legged Frog, the Mountain Yellow-Legged Frog, and the Yosemite Toad. The proposed listing does not address the most imminent threat to the species, which is the chytrid fungus, places millions of acres that are not essential to conservation of the species into restrictive federal protection without justification, and will likely have significant detrimental consequences to Inyo County residents and visitors.

We urge the U.S. Fish and Wildlife Service to consult with the CDFW to develop an evaluative management plan that is consistent with the CDFW High Mountain Lakes Project. Additionally we request that the U.S. Fish and Wildlife Service exclude areas currently outside the designated wilderness boundary, and exclude heavily used fisheries, recreation corridors, and USFS grazing allotments within wilderness areas. Specifically, the County requests the USFWS remove the following high value fisheries, recreation areas, and grazing allotments from the proposed critical habitat designation:

- The south fork of Bishop Creek
- The north fork of Bishop Creek, including the Paiute Pass drainage and the Lamarck Lakes
- Pine Creek
- Onion Valley
- Mulkey Meadows
- Rock Creek (infected with chytrid fungus)
- The north fork of Big Pine Creek (infected with chytrid fungus)

- The Coyote Flat area, including Cow Creek and Baker Creek (infected with chytrid fungus)

To discuss further, please contact the County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or kcarunchio@inyocounty.us.

We look forward to reviewing and providing input regarding the economic analysis being prepared.
Thank you.

Sincerely,

Linda Arcularius, Chair
Inyo County Board of Supervisors

Attachments:

Attachment A: Inyo County Comparison of Proposed Endangered Species Listing and Critical Habitat Designation to Applicable Goals & Policies of the Inyo County General Plan

Attachment B: Inyo County Analysis of the Endangered Species Act Listing and Critical Habitat Designation

cc: Board of Supervisors
County Administrative Officer
County Counsel
Planning Director
Secretary Jewell, U.S. Department of Interior
Secretary Vilsack, USDA
Doug Wilson, Willdan
Regional Council of Rural Counties
California State Association of Counties
National Association of Counties
Fresno County
Tulare County
Mono County
Dan Ashe, U.S. Fish and Wildlife Service
Robert Moler, U.S. Fish and Wildlife Service
Stephanie Weagley, U.S. Fish and Wildlife Service
Ed Armenta, Inyo National Forest
Chief Tidwell, Forest Service
Heidi Sickler, California Department of Fish and Wildlife
Public Comments Processing, Attn.: FWS-R8-ES-2012-0100 and FWS-R8-ES-2012-0074

**Comparison of Proposed Endangered Species Listing and Critical Habitat Designation to
Applicable Goals & Policies of the Inyo County General Plan**

Inyo County Goal or Policy	Analysis of Proposed Endangered Species Listing and Critical Habitat Designation
<p>Goal GOV-1: Work with Agencies, Utilities, and Native American Tribes to promote consistency with the County's General Plan</p> <p>AND</p> <p>Policy GOV-1.1: Plans for Agencies, Districts, Utilities, and Native American Tribes: The County shall work with federal and state agencies, local districts, utilities (e.g., LADWP), and Native American tribes to ensure that they are aware of the contents of the County's General Plan and work with them to ensure that their plans are consistent with the County's General Plan to the greatest extent possible.</p>	<p>Consistency: Unknown. The Board of Supervisors has prepared this document for consideration by the USFWS in developing the critical habitat and endangered species designation so that the listing may be consistent with the General Plan to the greatest extent possible.</p>
<p>Goal GOV-2: To ensure planning decisions are done in a collaborative environment and to provide opportunities of early and consistent input by Inyo County and its citizens into the planning processes of other agencies, districts, and utilities.</p>	<p>Consistency: Compliant. A number of public hearings on the project have been held in 2013. Additionally, the USFWS was responsive to requests to extend the public comment period to November 18th, 2013.</p>
<p>Policy GOV-2.2: Public Participation: The County shall work with federal and state agencies, local districts, utilities (e.g., LADWP), and Native American tribes to ensure that the County and the public are involved early in any planning processes and that routine feedback and public input is requested.</p>	<p>Consistency: Compliant. A number of public hearings on the project have been held in 2013. Additionally, the USFWS was responsive to requests to extend the public comment period to November 18th, 2013.</p>
<p>Policy GOV-3.1: No Net Loss: The County shall work with federal and</p>	<p>Consistency: Non-compliant. Assessment of the proposed listing and critical habitat designation</p>

Inyo County Goal or Policy	Analysis of Proposed Endangered Species Listing and Critical Habitat Designation
state agencies, local districts, utilities (e.g., LADWP) and Native American tribes to ensure that land exchanges do not result in a net loss to the County's tax base or revenues.	indicates that, if lands in Inyo County were designated as critical habitat, it would require at best expensive administrative costs associated with restrictive land use regulations. At worst, the designation would result in significant sales and transient occupancy taxes associated with tourism and agriculture, and potential property tax losses associated with a loss of property value associated with the resulting weakened economy.
Policy GOV-3.2: Private Land Increase: The County shall work with federal and state agencies, local districts, and utilities to find opportunities to expand private land ownership in the County through land transfers and other mechanisms.	Consistency: Non-compliant. The proposed listing and designation will require the implementation of restrictive land use policies associated with the Endangered Species Act which will affect federal land and could potentially affect privately held land.
Goal GOV-4.1: Federal Land Disposition & Acquisitions: It is the policy of the Board that the design and development of all federal and state land dispositions and acquisitions, including land adjustments and exchanges, be carried out to the benefit of the citizens of the planning area.	Consistency: The proposed listing and designation will require the implementation of restrictive land use policies associated with the Endangered Species Act which will affect federal land and could potentially affect privately held land.
Goal GOV-5: Protection & Development of Water Resources AND Policy GOV-5.1: Water Management: It is the policy of the County to be part of the planning, development and management of its water resources in coordination with federal, state, and any water managing districts. Resolution 99-43 sets forth the County policy on extraction and use of its water resources. That policy is to protect the County's environment, citizens and economy from adverse effects caused by activities relating to the	Consistency: Non-Compliant. While the designation of Critical Habitat will preserve the quality of watersheds included within the designation, the County has not been included in the development of plans affecting County watersheds.

Inyo County Goal or Policy	Analysis of Proposed Endangered Species Listing and Critical Habitat Designation
extraction and use of water resources and to seek mitigation of any existing or future adverse effects resulting from such activities.	
Goal GOV-7: Provide for Recreational Activities	Consistency: Non-complaint. Analysis of the proposed listing and critical habitat designation indicates that the designations could have devastating consequences on recreational activities in Inyo County, which may include restricted access to wilderness areas and the eradication of fish from popular angler locations in the County.
<p>Goal GOV-8: Wildlife & Fisheries</p> <p>AND</p> <p>Policy 8.1: Management of Wildlife & Fisheries: Management of wildlife, including fish, game animals, non-game animals, predatory animals and Threatened, Endangered, Sensitive, Candidate or Management Indicator Species, under all jurisdictions, must be grounded in peer-reviewed science and local input. Wildlife management plans should identify and plan for mitigation of negative impacts to the project area's economy and environment and to private property interests and customary usage rights of its citizens. Therefore, the following are the policies of the County:</p> <p>a. The County should cooperate with federal and state agencies who oversee the protection and recovery of federal and state listed threatened, endangered, sensitive or candidate species and their habitat.</p> <p>b. The County may adopt local recovery plans as allowed under the</p>	<p>Consistency: Non-complaint. The proposed listing and particularly the critical habitat designation have not consistently used peer-reviewed science, and have not included local input as an element in developing the proposed listing or habitat designation. The USFWS held a public meeting in Inyo County and has not yet closed the public comment period; so it remains to be seen if local input will be included in the final listing and critical habitat designation. The listing also does not consider or offer mitigations to potential negative impacts to the County's economy or usage rights of its citizens.</p> <p>The County has been cooperative with the California Department of Fish and Wildlife in developing and implementing plans to restore populations of the proposed endangered species. The County has shown continued cooperation with the U.S. Fish and Wildlife Service (U.S. FWS) to protect the species; however, the USFWS has not demonstrated any coordination with County in developing the proposed endangered species listing or critical habitat designation.</p>

Inyo County Goal or Policy	Analysis of Proposed Endangered Species Listing and Critical Habitat Designation
<p>Endangered Species Act.</p> <p>c. Federal and state agencies shall prepare a plan in coordination with the County before the introduction or re-introduction of any species onto public or private land that is likely to impact the planning area.</p> <p>d. The County supports wildlife management that:</p> <ol style="list-style-type: none"> 1. Enhances populations of game and non-game species native to the project area. 2. Recognizes that enhancing non-native game and non-game species may negatively impact native species and rangeland ecosystems. 3. Increase wildlife numbers where practicable that is not in conflict with existing economic uses or ecosystem health. 4. Recognizes that large game animals compete for forage and water with other economic uses. 5. Supports the need for a private property compensation program for certain wildlife damages. 	
<p>Goal ED-1: Promote increased capacity to serve tourists within the County's established urbanized areas, and in those areas with established tourist attractions.</p> <p>AND</p> <p>Policy EC- 1.2: Visitor Capacity on Public Lands The County shall encourage public agencies to develop new tourist serving facilities or otherwise enhance their capacity to serve</p>	<p>Consistency: Non-complaint. The proposed listing and designation has the potential to significantly reduce the primary tourist draw for the region, thus eliminating the County's ability to attract and expand its tourist-based economy and establish additional tourist attractions.</p> <p>The proposed listing and critical habitat designation may restrict access for wilderness users in the critical habitat area, including fishermen, backpackers, hikers, mountaineers, and pack stock users, directly limiting access to federally managed, public lands.</p>

Inyo County Goal or Policy	Analysis of Proposed Endangered Species Listing and Critical Habitat Designation
<p>visitors on the public lands they manage.</p> <p>AND</p> <p>Implementation Measure 2.0: Encourage public land management and service agencies, including BLM, USFS, National Park Service, Caltrans, and LADWP to increase their capacity to serve visitors on properties they manage.</p>	
<p>Goal ED-2: Bring more destinations spending into Inyo County.</p>	<p>Consistency: Non-complaint. The proposed listing and designation has the potential to significantly reduce the primary draw for the region, thus significantly reducing the County's ability to market itself as a visitor destination.</p>
<p>Goal ED-4: Resource Based & Industrial Land Uses: Actively encourage the expansion of existing industry of all types (including resource industries, manufacturing and service industries), and actively recruit new businesses that will bring new jobs to the County.</p>	<p>Consistency: Non-complaint. The proposed listing and designation has the potential to significantly reduce the primary draw for the region, thus limiting the County's ability to recruit new businesses and encourage job growth.</p>
<p>Policy BIO-1: Maintain and enhance biological diversity and healthy ecosystems throughout the County.</p>	<p>Consistency: Compliant. The proposed endangered species listing and critical habitat designation supports the County's policies to preserve of riparian habitat and wetlands, restore biodiversity, develop outside of habitat areas of sensitive species, and protect wildlife corridors.</p>
<p>Policy BIO-2: Provide a balanced approach to resource protection and recreational use of the natural environment.</p>	<p>Consistency: Non-compliant A recovery plan and associated restrictions for the proposed endangered species listing and critical habitat designation have not been developed at this time, and it is difficult to determine how significant restrictions on recreation activities will be. However, analyses of the threats identified in the endangered species listing indicate there is potential to restrict access for wilderness users, and eradicate fish in popular fisheries.</p>
<p>Goal CUL-1: Preserve and promote the historic and prehistoric cultural heritage of the</p>	<p>Consistency: Non-compliant. Preliminary assessment indicates the project will result in a significant loss to the County's cultural heritage rooted in fishing, and</p>

Inyo County Goal or Policy	Analysis of Proposed Endangered Species Listing and Critical Habitat Designation
County.	other activities in surrounding wilderness areas.
Policy REC-1.1: Natural Environment as Recreation: Encourage the use of the natural environment for passive recreation opportunities.	Consistency: Non-complaint. Analysis of the proposed listing and critical habitat designation indicates that the designations could have devastating consequences on recreational activities in Inyo County, which may include restricted access to wilderness areas and the eradication of fish from popular angler locations in the County.
Policy REC-1.2: Recreational Opportunities on Federal, State and LADWP Lands: Encourage the continued management of existing recreational areas and open space, and appropriate expansion of new recreational opportunities on federal, state, and LADWP lands.	Consistency: Non-complaint. Analysis of the proposed listing and critical habitat designation indicates that the designations could have devastating consequences on recreational activities in Inyo County, which may include restricted access to wilderness areas and the eradication of fish from popular angler locations in the County. The proposed listing and critical habitat designation may restrict access for wilderness users in the critical habitat area, including fishermen, backpackers, hikers, mountaineers, and pack stock users, directly limiting access to federally managed, public lands.

Inyo County Analysis of the Endangered Species Act Listing and Critical Habitat Designation

Endangered Species Act Listing

The USFWS proposes to list the Sierra Nevada yellow-legged frog and the northern distinct population of segment (DPS) of the mountain yellow-legged frog, (mountain yellow-legged frog complex or MYLF) as endangered species. See Endangered and Threatened Wildlife and Plants; Endangered Status for the Sierra Nevada Yellow-Legged Frog and the Northern Distinct Population Segment of the Mountain Yellow-Legged Frog, and Threatened Status for the Yosemite Toad, (Proposed ESA Listing), 78 FR 24472-01.

The Secretary is required to determine whether any species is an endangered or threatened species because of any of five factors listed in the Endangered Species Act (16 U.S.C.A. § 1533).

Each of those factors is addressed herein.

16 USC §1533 (a)(1)(A) the present or threatened destruction, modification, or curtailment of its habitat or range;

The USFWS is required to determine if the habitat or range is being threatened, but the habitat or range is not being threatened with destruction or modification. In fact, much of the habitat is in designated wilderness areas. The USFWS recognized this when it stated in the Federal Register notice “. . .physical habitat destruction does not appear to be the primary factor associated with the decline of mountain yellow-legged frogs. . . . This, direct habitat destruction or modification associates with intensive human activities has not been implicated in the decline of his species.” (Proposed ESA Listing, 78 FR 24472-01, p. 24480).

Recreation activities are not a significant threat to the mountain yellow-legged frog complex, although the listing may have a substantial impact on recreation in Inyo County which will be discussed later in this letter. Even though the USFWS suggests that recreational impacts “are likely to continue and increase” this is merely a projection of a possible future event based on certain assumptions but does not rise to the level of significance. The USFWS recognized this when it stated “Currently, recreational activities are considered a threat of low significance to the species' habitat overall.” (Proposed ESA Listing, 78 FR 24472-01, p. 24480).

The USFWS states that habitat modification due the introduction of trout to historically fishless areas is considered highly significant. This issue should not be addressed here as the introduction of fish or eradication thereof should be addressed in the disease and predation section, not in the threats to habitat section of the proposed regulations. Fish have been a part of the habitat for over 100 years. The fact that the chytrid fungus and fish both impact the yellow-legged frog should be addressed in the disease and predation section of the proposed rule. The question of

how to deal with the impacts of disease and predation and which lakes or how many lakes should be free of fish should be addressed in the critical habitat designation.

The USFWS proposed rule discusses the impact of livestock grazing on the yellow-legged frog. The agency first recognizes that "The impact of this stressor to mountain yellow-legged frogs is ongoing, but of relatively low importance as a limiting factor to extant populations." (Proposed ESA Listing, 78 FR 24472-01, p. 24482). Then the agency proceeds to explain a substantial number of impacts that are no longer occurring and could not occur under the current permit system. The agency also does not refer to any current studies regarding the impact of livestock on the environment and on the yellow-legged frog specifically. The impression left with the reader is that livestock grazing is a current problem and the issues and concerns identified in the proposed rule are currently occurring. Only at the end of the analysis does the agency state that the "threat is likely more one of historical significance" than a current problem. (Proposed ESA Listing, 78 FR 24472-01, p. 24483).

The USFWS similarly, when it reviews pack stock use, leaves the impression that there may be a problem with pack stock use when it states "However, there has been very little monitoring of the impacts of such activity in the region." (Proposed ESA Listing, 78 FR 24472-01, p. 24483). The comment could just as easily have said that there has been very little monitoring of this issue probably because it has not been identified as having even a minimal impact on the species. If the agency had believed that pack stocks were having an impact on the species they certainly would have conducted some research to determine the level of impact. The only reason there is no research on the subject is that there is a belief that the impact does not rise to the level of concern to even justify the research.

The USFWS review of roads and timber harvest likewise follows the same pattern. The agency recognizes that "road construction and timber harvest were likely of greater significance historically" (Proposed ESA Listing, 78 FR 24472-01, p. 24483) followed by the impacts of the historical use followed by a statement that "neither of these factors has been implicated as an important contributor to the decline of this species" (Proposed ESA Listing, 78 FR 24472-01, p. 24484).

The USFWS also discusses dams and water diversions. The agency recognizes the existence of certain lakes and reservoirs that currently exist and explains that the combination of certain dams and water diversions "has reduced habitat suitability within the range of the species by creating migration barriers and altering local hydrology," (Proposed ESA Listing, 78 FR 24472-01, p. 24482) once again a reference to historical impact, followed by an explanation of impacts from those dams and water diversions. But the agency does not explain that the vast majority of the habitat is in designated wilderness where there will be no new dams or water diversions. The agency should address how the listing of the yellow-legged frog will change the historical threat from dams and water diversions. The listing neither improves nor worsens the impact on the yellow-legged frog as it relates to dams and diversions. It is simply immaterial.

In the final listing, if the agency decides to proceed forward, the agency should delete reference to historical data as it relates to livestock grazing, packstock use, road and timber harvest, and dams and water diversion. Reference to historical use, especially when it distorts the record regarding a particular use, should not be included in the proposed rule. The public is left with the

impression that the agency is moving forward with the designation due to risks from those historical uses when the record states that there is no scientific justification for that position.

16 USC §1533 (a)(1)(B) overutilization for commercial, recreational, scientific, or educational purposes;

The USFWS recognizes that overutilization is not a threat to the mountain yellow-legged frog complex. The species is not being overutilized for commercial, recreational, scientific or educational purposes, but there is some evidence that the research being conducted on the MYLF has impacted the frog by inadvertently transporting the chytrid fungus into areas not previously impacted. Surprisingly this issue was not addressed by the proposed rule even though it was recognized by the scientific community at the time of publication. This should be clarified in the final rule. Substantial effort should be made to assure that distinct populations of the yellow-legged frog are not being extirpated through transportation of the chytrid fungus by the very researchers that are attempting to protect the frog, especially since it is the fungus that has substantially greater impact on the continuation of the species than any other identified impact.

16 USC §1533 (a)(1)(C) disease or predation;

The USFWS recognizes that predation on the yellow-legged frog occurs from several species including mountain garter snake, Brewer's blackbird, Clark's nutcracker, and black bears, but "it is presumed that such predation occurrences are incidental and do not significantly impact frog populations . . ." (Proposed ESA Listing, 78 FR 24472-01, p. 24484-24485).

The USFWS also recognizes the predominant predator of the yellow-legged frog is introduced trout. There is a substantial amount of evidence that nonnative fishes and frogs rarely coexist. The County is concerned, however, with the conclusion based on a 2004 Verdenburg report that the most likely reason for the decline of the yellow-legged frog is introduced trout. Clearly, introduced trout have had an impact on the yellow-legged frog over the last 100 years, but this issue is being managed effectively through the California Department of Fish and Wildlife (CDFW) program. The real issue and the reason for the potential eradication of the yellow-legged frog from the Sierra Nevada is the chytrid fungus. Even when the CDFW has successfully reintroduced a distinct population of the yellow-legged frog into a lake or lake basin, the population is at continual risk of extirpation from the fungus as happened in the French-Humphreys basin and in the Big Pine Lakes basin.

The USFWS even recognizes the impact of the fungus and attributes the impact of the fungus to the recent declines: "Field and laboratory experiments indicate that Bd infection is generally lethal to mountain yellow-legged frogs, and is likely responsible for recent declines." (Proposed ESA Listing, 78 FR 24472-01, p. 24485). This contradicts the statement that introduced fish is the most likely reason for the decline in the yellow-legged frog population. The truth is that introduced fish have had an impact historically and currently on the yellow-legged frog and this impact is being addressed by the CDFW through effective management of fish stocking and selective eradication of fish from certain lakes identified through their management process. The

impact from the chytrid fungus, on the other hand, has a devastating impact on every distinct population which encounters the fungus. The USFWS even recognizes the impact of the fungus and attributes the impact of the fungus to the recent declines: "Field and laboratory experiments indicate that Bd infection is generally lethal to mountain yellow-legged frogs, and is likely responsible for recent declines." (Proposed ESA Listing, 78 FR 24472-01, p. 24485). The key to the survival of the species is to selectively manage the distinct populations of the yellow-legged frog and attempt to insulate them from the intrusion of the fungus into their environment. The effective strategy for managing this issue will be addressed next.

16 USC §1533 (a)(1)(D) the inadequacy of existing regulatory mechanisms;

The USFWS correctly represents their responsibility to evaluate the adequacy of existing regulatory mechanisms. The listing of the species will not be warranted if the existing regulatory "mechanisms are judged to adequately address the threat(s) to the species . . ." (Proposed ESA Listing, 78 FR 24472-01, p. 24487).

The agency then reviews the Wilderness Act and confirms that no new roads or structures may be built in the wilderness which confirms what we have previously stated that dams and water diversions are not and cannot be a moderate, prevalent threat to the yellow-legged frog which is contrary to what the agency suggests in its proposed rule.

The USFWS does not review the actions of the National Parks even though the critical habitat designation has included substantial portions of Sequoia and Kings Canyon National Parks (SEKI) and Yosemite National Park (Subunit 2I, 2J, 2K, 2L, 2M, 2N, 3A, and 3B) in the designation. It would seem to be a gross oversight not to mention the Yosemite National Park High Elevation Aquatic Ecosystem Recovery and Stewardship Plan and the Sequoia and Kings Canyon National Parks Restoration of Native Species in High Elevation Aquatic Ecosystems Plan that are currently under review. The federal register notice on the Sequoia and Kings Canyon plan was published Wednesday, October 7, 2009 (74 FR 51617-01). The Yosemite Plan has been under review since June 23, 2008.

The USFWS needs to incorporate in its review of existing regulatory mechanisms the previous actions, current plans, and proposed strategies that the national parks are implementing in an effort to protect the yellow-legged frog. The USFWS needs to not only identify what the other agencies are doing, but how the actions of those agencies are not sufficient to protect the yellow-legged frog and how the listing and critical habitat designation are essential for the protection of the species. This legal requirement is lacking in the proposed rule and should be rectified in the final rule if the agency decides to proceed with its proposed action.

The USFWS also addresses the effectiveness of the National Forest Management Act. In the discussion regarding the Act, the USFWS stated its belief that "In order to insure that viable populations will be maintained, habitat must be provided to support, at least, a minimum number of reproductive individuals and that habitat must be well distributed so that those individuals can interact with others in the planning area." (Proposed ESA Listing, 78 FR 24472-01, p. 24487). The problem with agency's strategy is that it is designed for at risk species that are not at risk from disease. When a species is at risk from disease, especially one as lethal and destructive as

the chytrid fungus, creating an environment where the distinct populations of the species can interact with each other is exactly what not to do. If the USFWS is successful and one portion of the population is attacked by the fungus, the entire population of the species could be extirpated. The best science would dictate the management of distinct populations where if one population is attacked by the fungus as happened in the French-Humphreys and Big Pine basins, the remaining distinct populations are still viable. Until the agencies more fully understand the fungus and how to contain it or prevent it from attacking distinct populations, the agencies must continue to isolate distinct populations in order to protect the viability of the species.

Good science requires the agencies to follow the protocol that CDFW has been following to protect distinct populations of the species. The CDFW has implemented a Disinfectant Safety and Use protocol when moving from one distinct population to another in an effort to protect the distinct populations from spread of the fungus. (See attached Exhibit 1). The CDFW strategy for protecting and enhancing the distinct populations of the species is the right approach to protecting the species and not the USFWS strategy of creating a broad habitat where interaction among the populations is encouraged.

The strategy of the CDFW is the management of distinct populations as explained in their Guidelines for *Rasi/Ramu* Restoration Projects. (See attached Exhibit 2). This is the strategy that should be followed, and the USFWS should find that the CDFW management plan is adequate and listing of the species is not warranted. The proposed critical habitat designation in its current form, if successful as written, will have a detrimental effect on the species and could ultimately result in its extirpation.

Regarding CDFW management of fish stocking as it relates to the yellow-legged frog, the USFWS acknowledges that the CDFW has a detailed plan and set of criteria for stocking decisions.

“Stocking decisions are based on criteria outlined in the Environmental Impact Report for the Hatchery and Stocking Program (ICF Jones & Stokes 2010, Appendix K).” (Proposed ESA Listing, 78 FR 24472-01, p. 24481). What the USFWS does not mention is that the referenced EIR was actually a joint EIR/EIS of which the USFWS was a co-lead agency.

“The EIS is being prepared jointly with the EIR in compliance with the provisions of NEPA in support of the U.S. Fish and Wildlife Service (USFWS), which is acting as co-lead agency. The USFWS has undertaken a co-lead agency role to support its decision-making regarding funding of certain elements of the hatchery operation and stocking activities of DFG under the Sport Fish Restoration Act (SFRA). All aspects of the DFG and USFWS involvement in California’s hatchery and stocking activities are described in detail in Chapter 2 of the EIR/EIS.” Final Hatchery and Stocking Program Environmental Impact Report/Environmental Impact Statement, January 2010, ES-2.

Appendix K, Mitigation Strategies for Effects on Fish Stocking, of the Stocking Program EIR/EIS explains the agencies’ strategy and process for managing the fish stocking. This appendix includes the Department of Fish and Game Stocking Evaluation Protocol (Figure K-1)

which includes a series of questions that must be answered before stocking of a particular lake is allowed to proceed. We have attached Appendix K for your reference. (See attached Exhibit 3).

While the USFWS recognizes the program being implemented by CDFW, (and presumably by USFWS) the USFWS does not evaluate that program as required by the law. The USFWS needs to not only identify what the CDFW is doing through the program, but how the actions of the CDFW are not sufficient to protect the yellow-legged frog and how the listing and critical habitat designation are essential for the protection of the species. (See 16 U.S.C.A. § 1533 (b)(1)(A)).

The USFWS is required to conserve the species by taking those measures necessary to bring the endangered species or threatened species to the point at which the measures provided pursuant to this chapter are no longer necessary (16 USCA §1532). Regarding fish, the CDFW has a comprehensive program to manage the yellow-legged frog and its relationship with fish. The USFWS has participated effectively with the CDFW in the management of this program and has not expressed concerns to CDFW regarding that management, and when asked by the public, USFWS could not identify any concerns it had with the program.

16 USC §1533 (a)(1)(E) other natural or manmade factors affecting its continued existence.

The USFWS starts its review of natural and manmade factors by addressing contaminants. After a discussion of several hypotheses the agency concludes “Collectively, contaminant risks to mountain yellow-legged frogs are likely a minor risk factor across the range of the species that does not represent a threat to the species at a population level.” (Proposed ESA Listing, 78 FR 24472-01, p. 24490).

Next the USFWS addresses the possible impact of ultraviolet radiation and ultimately concludes “In weighing the available evidence, UV-B does not appear to be a contributing factor to mountain yellow-legged frog population declines in the Sierra Nevada.”(Proposed ESA Listing, 78 FR 24472-01, p 24491).

Next the USFWS addresses climate change. The agency spends some time explaining a variety of climate change models, vulnerability analysis, global climate projections, and the high uncertainty of projections including studies that come to opposite conclusions. The agency ultimately concluded “it is difficult to draw general conclusions about the effects of climate change on precipitation patterns in the Sierra Nevada (PRBO, 2011, p. 18)”. (Proposed ESA Listing, 78 FR 24472-01, p 24492). After recognizing the substantial variability in projections and the uncertainty of conclusions based on climate change models the agency argues in one paragraph that the mountain yellow-legged frog may be impacted by the increased severity of winter storms and in the next paragraph that reduced snowpack and enhanced evapotranspiration following higher temperatures may impact tadpoles. Based on a substantial amount of hypothetical extrapolation the agency finally concludes that “Climate change represents a substantial future threat to the persistence of mountain yellow-legged frog populations.” (Proposed ESA Listing, 78 FR 24472-01, p 24493).

The County is concerned that the reasoning of the agency looks more like a conclusion looking for justification than it does the best scientific and commercial data available. The position taken by the USFWS that climate change represents a substantial future threat to the MYLF is not supported by the record. What the agency conclusion does say by its statement is that there is clearly no current threat to the species from climate change, and we cannot tell from the proposed rule the timeframe in which the agency believes that climate change may be a substantial threat in the future. There is a reference to 50 years in the proposed rule but it is unclear if that term of years was used or a greater term.

Next the USFWS addresses small population size. The agency does recognize that "Small populations may be less able to respond to natural environmental changes," (Proposed ESA Listing, 78 FR 24472-01, p 24493) but it does not recognize that the small distinct populations may be the very thing that saved the species from extirpation from the chytrid fungus. The agency's lack of understand on how to protect a species from disease is evident when it states "The extinction risk of a species represented by few small populations is magnified when those populations are isolated from one another." (Proposed ESA Listing, 78 FR 24472-01, p 24494). It is the fact that only small isolated distinct populations of the yellow-legged frog remained that saved the species from extirpation from the chytrid fungus. The agency must recognize the need to maintain distinct populations and isolate them from each other for the near term until it gets a better understanding of the disease that is having such a catastrophic effect on the species. Instead of identifying small populations as a significant threat, the agency should recognize that currently small distinct populations are an asset. Protecting and expanding isolated distinct populations is the avenue to successful conservation of the species.

Ultimately the agency evaluates the cumulative effect of all the above natural or manmade factors and finds that the following four risk determinations 1) a "minor risk factor" (addressing contaminants); 2) "does not appear to be a contributing factor" (the possible impact of ultraviolet radiation); 3) "a substantial future threat (but no current threat from climate change);" and 4) "a significant threat" (from small populations), results in a conclusion of a substantial ongoing threat to the yellow-legged frog. The County believes that even if the agency's individual conclusions were correct, the cumulative effect does not rise to the level of a substantial ongoing threat, and if the best scientific and commercial data available standard is applied the conclusion would certainly be different.

The reason the County spent the time to evaluate each of the five factors that must be evaluated by the Secretary in order to determine whether a species is endangered is to remind the agency that the only significant factors affecting the continuation of the species is through disease (chytrid fungus) and predation (introduced trout). When the USFWS reviews the adequacy of the existing regulatory mechanisms the agency needs to look at the effectiveness of the CDFW management plan for dealing with the fungus and introduced trout. What the USFWS will find is that the CDFW plan is more than adequate in dealing with the risks. In fact the USFWS will find

that the CDFW plan will have the best chance of protecting the species from extirpation and the USFWS plan could result in exacerbating the issue and increasing the risk of extirpation.

Endangered Species Act Critical Habitat Designation

The USFWS proposes to designate critical habitat for the Sierra Nevada yellow-legged frog, the northern distinct population segment (DPS) of the mountain yellow-legged frog and the Yosemite toad. See Endangered and Threatened Wildlife and Plants; Designation of Critical Habitat for the Sierra Nevada Yellow-legged Frog, the Northern Distinct Population Segment of the Mountain Yellow-legged Frog, and the Yosemite Toad, (Proposed Critical Habitat Designation) 78 FR 24516-01.

In order to designate critical habitat for the species the agency is required to identify specific areas within the geographic area occupied by the species that are essential to the conservation of the species and which may require special management considerations or protections.

The agency does not need to include all areas that it might want to protect in the future or all areas that might be helpful to the protection of the species. In fact, the agency can only designate as critical habitat those specific areas that are essential for the conservation of the species. The agency has various other means of protecting the areas outside of designated critical habitat.

This does not mean that the areas outside the critical habitat designation are unimportant. As the USFWS states in the proposed rule “a critical habitat designation does not signal that habitat outside the designated area is unimportant or may not be needed for recovery of the species. Areas that are important to the conservation of the species, both inside and outside the critical habitat designation, will continue to be subject to: (1) Conservation actions implemented under section 7(a)(1) of the Act, (2) regulatory protections afforded by the requirement in section 7(a)(2) of the Act for Federal agencies to ensure their actions are not likely to jeopardize the continued existence of any endangered or threatened species, and (3) the prohibitions of section 9 of the Act if actions occurring in these areas may affect the species. (Proposed Critical Habitat Designation, 78 FR 24516-01, p. 24518).

Under section 4(b)(2) of the Endangered Species Act the USFWS is required to identify specific areas within the area occupied by the species at the time of listing on which are found those physical and biological features essential to the conservation of the species and which may require special management considerations or protections. If that area is insufficient to protect the species the agency may identify specific areas outside the geographic area occupied by the species at the time of listing if it is determined that those areas are essential for the conservation of the species. The agency, in this case designated the entire 2.1 million acres of critical habitat for the yellow-legged frog complex as occupied by the species. “In the case of the mountain yellow-legged frog complex and the Yosemite toad, we are proposing to designate critical habitat in areas within the geographic areas that are currently occupied by the species (see “Current

Range and Distribution” section above). We are proposing to designate only geographic areas occupied by the species because the present geographic range is of similar extent to the historic range and therefore sufficient for the conservation of the species.” (Proposed ESA Designation), 78 FR 24516-01, p. 24523.

The county believes that much of the 2.1 million acres of critical habitat is not occupied by the species, and the USFWS designated the area as occupied so that they did not have to comply with the more stringent standard required to justify inclusion of areas outside the area occupied by the species as critical habitat.

“Under the ESA, critical habitat can be composed of areas either occupied or unoccupied by the listed species. Designation of unoccupied areas requires a more rigorous justification from the Service than does the designation of occupied areas.” Alaska Oil & Gas Ass'n v. Salazar, 3:11-CV-0025-RRB, 2013 WL 222259 (D. Alaska Jan. 11, 2013)

“The statute thus differentiates between “occupied” and “unoccupied” areas, imposing a more onerous procedure on the designation of unoccupied areas by requiring the Secretary to make a showing that unoccupied areas are essential for the conservation of the species. Although this appeal turns primarily on the factual question of whether the FWS treated unoccupied areas as occupied to avoid this more onerous process, we face the preliminary issue of what it means for an area to be “occupied” under the ESA.” Arizona Cattle Growers' Ass'n v. Salazar, 606 F.3d 1160, 1163 (9th Cir. 2010)

Next we turn to the definition of occupied by the species. The law requires the species, at some time, to be capable of occupying the area designated as critical habitat. Occupied means “areas that the species uses with sufficient regularity that it is likely to be present during any reasonable span of time.” Alaska Oil & Gas Ass'n v. Salazar, 3:11-CV-0025-RRB, 2013 WL 222259 (D. Alaska Jan. 11, 2013) In this designation there are large areas that are not occupied by the species and will never be occupied by the species, Temple Crag, the entire western portion of Mount Tom, and Palisades Glacier to name a few just in Inyo County. The designation was based on the agency misbelief that it could designate entire basins (water basins) as occupied if there was found any population of yellow-legged frog within the basin. If the agency intends to include areas outside that currently occupied by the yellow-legged frog, it must justify that inclusion under the standards of justification for specific areas outside the geographic area occupied by the species. We also do not believe, as discussed elsewhere in this letter, that there is scientific justification for including entire basins in the critical habitat designation.

Prudency Determination

It is not prudent for the agency to move forward with the critical habitat determination until the USFWS determines the proper course action to take against the disease that could potentially wipe out the species in the Sierra Nevada Mountains. The agency is approaching this critical habitat designation as if it were based on normal risks, e.g., destruction of habitat by development, etc. The agency’s approach is misguided and could result in the extirpation of the entire species. The real risk here is extirpation from disease, the chytrid fungus. When combating

a disease the strategy is isolation and protection, not integration. The agency needs to approach the protection of the species based on a strategy that will protect the remaining distinct populations from extirpation, exactly opposite of what the agency is proposing. A uniquely different strategy will need to be implemented.

The USFWS correctly recognizes that it is not prudent to designate critical habitat when the identification of critical habitat can be expected to increase the degree of threat to the species or the designation would not be beneficial to the species. (See Proposed ESA Designation, 78 FR 24516-01, p. 24518). The designation as written would not be beneficial to the species because the strategy of encouraging interaction between distinct populations could lead to extirpation and therefore would increase the degree of threat to the species and would not be beneficial to the species.

Critical Habitat Determinability

The County agrees with the USFWS that critical habitat is determinable, but the County disagrees on the application of determinability on the designation of critical habitat. The methodology used by the USFWS in determining critical habitat does not meet the specificity detail required by of the statute. The agency argues that the area is determinable, but the County disagrees with the area designated and the methodology used by the USFWS in arriving at their conclusion.

Physical and Biological Features

The physical and biological features identified by the agency are 1) Space for individual and population growth and for normal behavior, 2) Food, water, air, light, minerals, or other nutritional or physiological requirements, 3) Cover, 4) Sites for breeding, reproduction, or rearing (or development) of offspring; and 5) Habitats that are protected from disturbance or are representative of the historical, geographical, and ecological distribution of the species.

1. Space for Individual and Population Growth and Normal Breeding

The USFWS clarified its understanding of space when it stated “Therefore, based on the information above, we identify high-elevation water bodies, lake and pond complexes, and adjacent lands within and proximate to water bodies utilized by extant frog metapopulations (mountain lakes and streams) to be a physical or biological feature needed by mountain yellow-legged frogs to provide space for their individual and population growth and for normal behavior.” Proposed ESA Designation, 78 FR 24516-01, p. 24519.

The County agrees with the USFWS when it identifies high-elevation water bodies and adjacent lands within and proximate to the water bodies to be physical or biological features needed by the mountain yellow-legged frogs, but County disagrees with the application of this identified feature to include entire water basins. Most records indicate that yellow-legged frogs will not venture far from water. The scientific evidence states that yellow-legged frogs are rarely found

more than 1m (3 ft) away from water. They have strong site fidelity and typically move only a few hundred meters. There have been a few recorded events where yellow-legged frogs have venture further, but these are rare occurrences that do not rise to the level that would require them to be included as critical habitat essential for the conservation of the species.

2. Food, Water, Air, Light, Minerals, or Other Nutritional or Physiological Requirements

The agency generally cites scientific reports for its basis for identified physical and biological features, but when the agency expresses concerns regarding water there is no reference to scientific reports and no scientific basis for the concern. The agency merely states "Habitats, therefore, must maintain sufficient water quality to sustain the frogs within the tolerance range of healthy individual frogs, as well as acceptable ranges for maintaining the underlying ecological community. (Proposed Critical Habitat Designation, 78 FR 24516-01, p. 24519). This statement, by itself, is not in debate. The same statement could be said about air. Without air the frogs would not survive. But the jump the agency makes scientifically is when it states "Persistence of frog populations is dependent on a sufficient volume of water feeding into their habitats to provide the aquatic conditions necessary to sustain multiyear tadpoles through metamorphosis. This makes the hydrologic basin (or catchment area) a critical source of water for supplying down gradient habitats." (Proposed Critical Habitat Designation, 78 FR 24516-01, p. 24519). This statement is the basis for designating entire basins as critical habitat. The agency does not cite, nor does it have any scientific justification for stating that water is in any way at risk - no water quality issues, no water use issues. There are no benefits to water basins or change in management policies from the critical habitat designation. As stated previously, much of the proposed designated critical habitat is in wilderness and the remainder is in national forests or parks where there is no risk of additional water development. The water is not at risk and should not be a basis for the agency to designate entire basins just because it has not done the work to identify specific areas that are essential to the conservation of the species. The CDFW has done the work in identifying the specific areas that are essential to the conservation of the species and the USFWS should look to the CDFW and the State's reports and documentation for identification of those specific areas that are essential.

3. Cover or Shelter

The USFWS identifies the "lack of predation by introduced fishes to be a physical or biological feature needed by the mountain yellow-legged frog to provide cover and shelter." (Proposed Critical Habitat Designation, 78 FR 24516-01, p. 24520). The County agrees with the need for critical habitat free of fish, but the County disagrees with designating the entire 2.1 million acres as free of fish. The County agrees with the CDFW approach to fish and frog management and encourages the USFWS to reexamine its approach to the rule.

4. Sites for Breeding, Reproduction, or Rearing (or Development) of Offspring

The USFWS finds that “persistence of breeding and rearing habitats and access to and from seasonal habitat areas (whether via aquatic or terrestrial migration) to be a physical or biological feature needed by the mountain yellow-legged frog to allow successful reproduction and development of offspring.” (Proposed Critical Habitat Designation, 78 FR 24516-01, p. 24520). The County does not disagree with the statement, but is concerned when it is used as justification for the extended distances proposed in the rule. Most seasonal habitat areas that would be accessed by the MYLF for the purpose of breeding and rearing are a short terrestrial or aquatic distance from each other. The designation of this physical and biological feature does not justify the extreme distances in the proposed rule.

5. Habitat Protection From Disturbance or Representative of Historical, Geographic, and Ecological Distributions of the Species.

The agency argues for “dispersal corridors (areas for recolonization and range expansion of further areas) to reestablish populations in extirpated areas within its current range to provide ecological and geographic resiliency.” The County agrees with the concept of dispersal corridors, but as discussed later in this letter, the breadth of those corridors is without scientific justification and not essential for the conservation of the species.

Here the agency also continues to argue for “habitat connectivity habitat connectivity, and a diversity of high-quality habitats across multiple watersheds throughout the geographic extent of the species' ranges and sufficiently representative of the major genetic clades to be a physical or biological feature needed by the mountain yellow-legged frog.” (Proposed Critical Habitat Designation, 78 FR 24516-01. P. 24520). And again the agency is misguided. A strategy of protection of distinct populations from disease is the key to the survival of the species, not connectivity.

Primary Constituent Elements (PCE's) for the Mountain Yellow-legged Frog Complex and Yosemite Toad

Primary Constituent Elements are the elements of physical and biological features that are essential to the conservation of the species. The USFWS identifies three PCE's that are essential for the conservation of the MYLF: 1) Aquatic habitat for breeding and rearing; 2) Aquatic nonbreeding habitat (including overwintering habitat); and 3) Upland areas.

These three PCE's on their face seem reasonable until the details are understood and analyzed together. The proposed designation states that aquatic habitat must be free of fish and other predators. The agency used all localities where presence of living mountain yellow-legged frogs has been confirmed since 1995 as the base habitat. This would be reasonable if it were limited to habitat actually occupied by yellow-legged frogs. But the agency expanded its definition of

critical habitat from what should actually have been a few mountain lakes in several lake basins to include entire watershed basins and all the lakes therein comprising 2.1 million acres. It did so by defining upland areas (not lakes) in such a way as to include substantial area outside the existing occupied lakes.

After the agency identified existing occupied water bodies, the agency then expanded the critical habitat to include stream habitat as the area extending 25m (82 ft) from the bank or shoreline. This is a reasonable approach and is consistent with scientific reports and documentation. If the agency stopped here in its designation of critical habitat, i.e., waters actually occupied by the MYLF and upland habitat within 25m (82 ft) from the bank or shoreline, they would have stayed within the statutory definition of critical habitat. But the agency further expanded its definition to include substantially more area, much of which does not include any of the physical and biological features required by the statute.

Next the agency expanded the critical habitat boundary to include all hydrologically connected waters within 3 km (1.9 mi) of the above identified habitat. This is considered to be within the dispersal capacity of the MYLF. Once again this would have been considered reasonable because it is justified by scientific evidence of the MYLF's capacity to travel along aquatic corridors and could still be considered essential for the conservation of the species.

From here the agency begins to move away from scientific evidence and begins to make hypothetical projections. The USFWS, in justifying extending the overland areas to 300m (984 ft) refers to a report from Verdenburg *et al.* 2005, p. 564 where Verdenburg documented MYLFs in lakes at a distance of 200m and 400m from lakes previously identified as occupied by MYLFs. Verdenburg stated that if the yellow-legged frogs actually completed such treks, "the required over-land movements of at least 400m and 200m, respectively, would represent remarkable dispersal events for this highly aquatic species." Verdenburg discussed other alternatives for the movement of the MYLFs into the lakes including movement along aquatic corridors. Verdenburg did not state that the overland movement actually occurred; he merely stated that it was one possibility, a "remarkable" possibility. The County is concerned that the USFWS took what was a "remarkable dispersal event" and deemed it to be the expected case and expanded the critical habitat an additional 300 m on that basis.

Next the USFWS expanded the critical habitat to include "the remainder of the watershed upgradient" of that critical habitat. This, by far, expanded the critical habitat in a way that included substantial acreage that did not include any of the physical and biological features essential for the conservation of the species.

Next the agency included complete watersheds (upgradient and downgradient) if they had multiple positive survey records spread throughout the habitat. Then the agency included adjacent subareas up to 3 km (1.9 mi) if the areas had a predominance of PCE's indicating high-quality habitat. According to the agency "These areas are considered essential to conservation

and recovery, because they are presumed to be within the dispersal capacity of extant frog metapopulations or their progeny.” (Proposed Critical Habitat Designation, 78 FR 24516-01, p. 24524). This “presumed to be” dispersal capacity would mean that now the yellow-legged frog is assumed to not travel overland up to 300m, but assumed to travel 3,000m (3k or 1.9 mi), truly a position beyond reason.

In addition, the above criteria were input into a model that further expanded the critical habitat boundary. It is difficult to define the extent of this last expansion without further understanding of the methodology and assumptions behind the model.

The ultimate result of the above process was to expand the critical habitat from an actual habitat of thousands of acres or perhaps tens of thousands of acres occupied by the species to 2.1 million acres, most of which does not meet the requirement of specific areas within the geographic area occupied by the species that are essential to the conservation of the species and which may require special management considerations or protections.

The courts, as quoted below, have been clear that critical habitat must actually contain physical and biological features essential for the conservation of the species.

“Although a reviewing court must be deferential to agencies and presume valid their actions, agencies must still show substantial evidence in the record and clearly explain their actions. Specifically, in order for an area to be designated as critical habitat, an agency must determine that the area actually contains physical or biological features essential for the conservation of the species. An agency cannot simply speculate as to the existence of such features.”

Alaska Oil & Gas Ass'n v. Salazar, 3:11-CV-0025-RRB, 2013 WL 222259 (D. Alaska Jan. 11, 2013)

“The Service attempts to explain its lack of specificity regarding essential features in Unit 2 by claiming that “the Service cannot define and is not required to define a patchwork matrix of denning habitat on a micro scale....” Regardless of the procedure used by the Service for its designation, the statute is clear: The *specific* areas designated as critical habitat *must* contain physical or biological features essential to the conservation of the species at the time of listing.”

Alaska Oil & Gas Ass'n v. Salazar, 3:11-CV-0025-RRB, 2013 WL 222259 (D. Alaska Jan. 11, 2013)

“Again, areas designated as critical habitat *must* contain physical or biological features essential to the conservation of the species at the time of listing.¹⁸³ Without even minimal evidence in the record showing *specifically* where all the physical or biological features are located within an area, the area cannot be designated as critical habitat. Although each part of Unit 3 does not have to contain each of the three essential features, *every part* of the designation must have at least one.” Alaska Oil & Gas Ass'n v. Salazar, 3:11-CV-0025-RRB, 2013 WL 222259 (D. Alaska Jan. 11, 2013)

Fish stocking and other management alternatives

The proposed rule at §17.95(d)(2)(C) states that “This habitat must ... Be free of fish and other introduced predators.”

The agency has been equivocal when asked if they the proposed rule will prevent the CDFW from continuing its fish stocking program in the critical habitat area. Because of the various funding agreements and Memorandums of Agreement between the CDFW and federal agencies including the USFWS and the Forest Service, the County believes that if the rule becomes final as proposed, the CDFW will no longer be able to stock lakes with fish within the boundaries of the critical habitat area. In fact, the proposed regulations suggest that is the intent of the USFWS to move forward with the ESA listing because the California Endangered Species Act (CESA) did not prevent and in fact authorized the CDFW to stock fish. In reviewing the effectiveness of the CESA the proposed rule states “As a candidate species under CESA, the mountain yellow-legged frog complex receives the same protections as a listed species, with specified exceptions. However, CESA is not expected to provide adequate protection for the mountain yellow-legged frog complex given that the CDFG has currently approved take authorization for the Statewide stocking program under CESA for fish hatchery and stocking activities consistent with the joint Environmental Impact Statement/Environmental Impact Report (ICF Jones & Stokes 2010, App. K), wildland fire response and related vegetation management, water storage and conveyance activities, and forest practices and timber harvest (CDFG 2011a, pp. 2-3).” Proposed ESA Listing, 78 FR 24472-01. P. 2448

National Environmental Policy Act (NEPA) Obligation

Normally a critical habitat designation and the accompanying process is considered exempt from NEPA obligations and compliance because it is considered programmatic in nature and does not authorize any specific actions. Specific actions that rise to the level of NEPA review are considered at the time the actions are proposed to be taken. But if, as here, the agency’s programmatic action precludes a specific action by another agency or person (fish stocking by State FWS), and the parallel review was not conducted during the critical habitat process, then NEPA analysis is required. As stated in *Idaho Conservation League*, “if the agency action only could be challenged at the site-specific development stage, the underlying programmatic authorization would forever escape review. To the extent that the plan pre-determines the future, it represents a concrete injury that plaintiffs must, at some point, have standing to challenge. That point is now, or it is never.” *Idaho Conservation League v. Mumma*, 956 F.2d 1508, 1516 (9th Cir. 1992). If the USFWS proceeds ahead with the proposed rule as written, the County believes NEPA analysis will be required.

Consideration of Economic Impact

The County understands that a separate public review process will occur to evaluate the economic impacts of the proposed rule on the County and its residents, but the County would like to inform the agency of the County's desire to have the following areas excluded from the critical habitat designation based on the County's belief that they do not meet the minimum criteria set out in the Endangered Species Act. In addition, the County requests the Secretary exclude the following areas because of the substantial economic hardship on the residents of the County that would result from such critical habitat designation. The County believes the benefits of such exclusion substantially outweigh the benefits of specifying such area as part of the critical habitat.

List of Proposed Areas of Exclusion:

- The south fork of Bishop Creek
- The north fork of Bishop Creek, including the Paiute Pass drainage and the Lamarck Lakes drainage
- Pine Creek
- Onion Valley
- Mulkey Meadows
- Rock Creek (infected with chytrid fungus)
- The north fork of Big Pine Creek (infected with chytrid fungus)
- The Coyote Flat area, including Cow Creek and Baker Creek (infected with chytrid fungus)

EXHIBIT 1

QUAT-128

Disinfectant safety and use

(Updated 5/8/13)

Background

A commercial grade disinfectant will be used on nets and other equipment in the field to prevent the spread of disease pathogens from one survey area to another. Of particular concern is chytrid fungus that infects frogs. In the past, chlorine has been used as a disinfectant; however, chlorine has proved to greatly accelerate the deterioration of monofilament gill nets. A commercial grade quaternary ammonium disinfectant will be used to replace chlorine. Quat-128 (by Genlabs) has wide germicidal range, is noncorrosive, and low toxicity. Although relatively safe, certain precautions and safety protocols should be observed when handling the disinfectant in its concentrated or diluted form.

Safe Handling

All persons handling concentrated Quat-128 must wear rubber or latex gloves and eye protection. The area where handling occurs should be well ventilated. Although Quat-128 is low in toxicity, prolonged skin contact can be irritating. If skin contact is made, wash off with soap and water. If Quat-128 gets in eyes, flush with water for 15 minutes. Do not ingest Quat-128 liquid or inhale fumes.

Stream Protocol Gear Sterilization

Chytrid fungus is a disease concern that requires equipment sterilization approximately every **1200m** of stream surveying. Additional sterilization between reaches may be necessary when chytrid is known to be present. All equipment that comes in contact with the water must be disinfected. This includes wetsuits, gloves, hood, shoes, snorkel, mask, and dip nets.

Surveys should be conducted going upstream, especially in steep terrain, so the surveyor is closer to eye level with the amphibians. However, in relatively flat meandering meadow stream surveys may be conducted downstream in order to minimize the possibility of spreading disease.

Note: It is recommended (and easiest) to sterilize equipment each night after returning to camp. This alleviates the need to remember how far you went the day before and begins each day clean.

HML Protocol Gear Sterilization

Chytrid fungus is a disease concern that requires equipment sterilization **between drainages**. Surveys within the same drainage should be conducted downstream to eliminate spreading disease. **Anytime equipment is moved upstream it must be sterilized.** Additional sterilization between may be necessary when chytrid is known to be present. All equipment that comes in contact with the water must be disinfected. This includes nets, float tubes, waders, flippers, and depth sounders.

Disinfectant Technique for Nets and Equipment

- A 3 gallon collapsible bucket filled with 1.5 gallon of water should suffice for nets and stream equipment.
- Float tubes, waders and equipment that are non absorbent should be flooded with disinfectant solution on all surfaces and allowed to dry. 3 gallon buckets half full of water work well.
- Dilution: 1 part Quat-128 to 1000 parts water (1 teaspoon of Quat-128 per 1.5 gallon of water). A dedicated 8oz. container marked hazardous should accommodate a 5 person crew for 8 days.
- Clean mud and organic debris from all gear prior to disinfecting
- Soak gear in solution for 5 minutes and let dry.
- Rinse gear just before next use with water from intended survey lake/area.
- Dispose of diluted Quat-128 by pouring on ground at least **50m** from water bodies or streams.

EXHIBIT 2

Guidelines for *Rasi/Ramu* Restoration Projects

This document contains descriptive factors that may require judgment calls with regard to their placement for scores. This was intentional due to the difficulty in developing decision criteria that are flexible enough to accommodate the variety of situations that decision makers will encounter. As restoration can be time-consuming and costly, it is imperative to prioritize in a site-specific manner, but with an overall basin-wide view of our management opportunities, such that the greatest environmental gain occurs with the time, personnel, and money allocated. As research continues, some of our assumptions may be altered, requiring new directions in management.

*Once baseline data collection has been completed within a Management Unit or Planning Watershed, species distribution layouts are created to assist fisheries managers with "management direction" determinations. After considering species distributions, public use, habitat quality, angler use and satisfaction, and other physical parameters, decisions are proposed for future management. As a general rule high use trail corridors should be considered for fisheries management and off trail, isolated, low use, and high quality habitats should be considered for *Rasi/Ramu* habitat expansion or *Rasi/Ramu* restoration through re-introduction.

Rasi/Ramu Restoration Need Prioritization Considerations

The listed criteria are to be applied to a Restoration Project, where the Project is defined as all waters within a basin that will be restored for *Rasi/Ramu* habitat. Restoration is competitive: each proposed project is competing with the others for restoration dollars.

The presence of *Rasi/Ramu* within a basin increases the ease of a restoration project. It also presents less risk that well-intentioned projects may be detrimentally influencing the genetic makeup of *Rasi/Ramu* by interbasin transfers. However, the lack of a *Rasi/Ramu* population does not preclude a restoration project if (historical) habitat exists that has potential for fish removal, and there is a near-basin population of *Rasi/Ramu*.

*For purposes of this table a population will be considered any *Rasi/Ramu* site that would not be recolonized were it to go extinct.

Basin (Planning Watershed):

No *Rasi/Ramu* pops. within basin scores (-) 3. (Not a high priority site-delete 3 points).

One *Rasi/Ramu* pop. within basin scores 1.

Two (or more) *Rasi/Ramu* pops. within basin scores 2.

* If "YES" (one or more pops.), then the basin is potentially a high priority site and could be run through the rest of the decision tree to prioritize restoration in this basin vs. in other possible basins. If "NO" (no pop.), restoration via a transplant between basins still may be a possibility, though a low priority one. If one *Rasi/Ramu* population exists within the basin, and there is no possibility to network, I think it will fall out when taken through the scoring process.

Network potential:

The network potential refers to the number of waters that will be available for *Rasi/Ramu* after completion of the project. (Five ponds should not be as high as five lakes, but two lakes with one pond is better than zero... But this will also be addressed under habitat complexity.) Stability of network relies upon the ability of the *Rasi/Ramu* populations to persist through adverse conditions, such as extreme winters, drought, disease. A water is defined as any habitat that can sustain a population of *Rasi/Ramu* under most conditions.

One to two waters scores 0.

Three to five waters scores 1.

Greater than five waters scores 2.

Management Unit Network Potential:

Potential restoration project provides for networking between planning watersheds within MU scores 1.
Potential restoration project provides for networking between management units scores 3.

Effort (i.e.: Time):

Some watersheds offer such a challenge to fish removal success with current technology that we would deem them physically infeasible. Often it's a combination of physical and social feasibility. (Lake Davis). Waugh Lake or Thousand Island Lake may fall into this category. We could potentially accomplish fish removal with a variety of methods, but cost, social issues, and time/personnel requirements would restrain the project.

A project requiring 1-3 years to complete scores 1.

A project requiring >3 years to complete scores 0.

Physical Feasibility:

Existing fish populations are networked with no barriers scores 0.

Existing fish populations are isolated by barriers, but self-sustaining scores 1.

No existing fish populations or not self-sustaining and isolated by barriers scores 2.

Human Use:

To determine human use, use USFS data where available or a ranking system using information from USFS Wilderness Rangers, distance from trailhead, elevation gain, and distance from packer drop offs. Although this may not appear as important as the other major factors, public support or opposition is often correlated with amount of use.

Low USE scores 2.

Medium USE scores 1.

High USE scores 0.

Extremely high USE scores (-) 1. (i.e.: Thousand Island Lake; South Lake; Rock Creek Lake: delete 1 point).

Genetic differentiation/geographical uniqueness:

An example of a genetically unique population in the eastern Sierra is found in the Independence Management Unit, where the *Rasi/Ramu* site locality population persists. It is the southernmost identified population on the east side so far. A second example is the single remaining *Rasi/Ramu* population found in the Bishop drainage. Historical accounts documented numerous populations; however a complete inventory revealed only one remaining population.

*The presence of zero or greater than five populations in a Management Unit (will define in header paragraph) scores 0. After V. Vredenburg's genetic analysis research is available a table will be developed to assess genetic uniqueness in a more precise manner to assist with determinations.

Two to five populations within a Management Unit scores 0.

Single, isolated, lone population scores 4.

Risk:

The parameters for risk will change as knowledge is accumulated with research. But, risk cannot rate as "high" if it is outside our realm of control. An example: pesticide drift or global warming. If the risks are able to be mitigated through management, the score is higher.

Low risk (a large/robust population (>100 adults); all age classes present; no Bd) scores 0.

*Populations with no Bd at this time may be considered at high risk due to the ability of the Chytrid fungus to immediately wipe-out naïve populations during the initial infection phase.

Medium risk (medium sized population (50-100 adults) –OR- population is Bd positive but persisting) scores 1.

High risk (small population (<50 adults) with Bd present –OR- small populations in marginal habitat) scores 2.

Breeding: (Sites within 500m of restoration area/site).

No breeding site scores 0.

One breeding site scores 1. (1 population).

> One breeding sites scores 2. (>1 population).

Other Factors:

The following factors were considered as either minor or having unknown impacts or solutions compared to the previous major categories or no variables. Each of these factors will score either a zero or a one, for a total of four possible.

Known historic site (or site locality) scores one.

Institutional support, defined as having a completed Management Plan or joint agency effort. CARs, Research Natural Areas, etc. may imply, but only an actual multi-agency coordinated effort should receive a point here.

Habitat Quality (use Roland's model parameters, where applicable. If it fits, score 1). The parameters include elevation; >4 meters maximum depth; two kilometers or less to the nearest tadpole source; and a silt component. We're assuming fish are not present in the application of this factor, due to potential Restoration Project. These factors are all weighted, and the presence of a nearby source population is one of the most important factors!

Habitat complexity multiple habitats would be available to *Rasi/Ramu*, including streams, deep lakes, ponds, and meadows. These water types provide habitat for over-wintering adults and tadpoles, egg laying and rearing habitat, and feeding. Scores one if present.

James Erdman Fisheries Biologist
The Natural Resources Agency
California Department of Fish & Wildlife
Inland Desert-Region 6-North
Bishop Field Office
407 West Line St.
Bishop, Ca. 93515
Ph. (760)-873-6071
Fax (760)-872-1284
James.Erdman@wildlife.ca.gov

EXHIBIT 3

FINAL

HATCHERY AND STOCKING PROGRAM ENVIRONMENTAL IMPACT REPORT/ ENVIRONMENTAL IMPACT STATEMENT

STATE CLEARINGHOUSE #2008082025

PREPARED FOR:

California Department of Fish and Game
830 S Street
Sacramento, CA 95814
Contact: Jim Starr

and

U.S. Fish and Wildlife Service
2800 Cottage Way, Room W-1729
Sacramento, CA 95825
Contact: Bart Prose

PREPARED BY:

ICF Jones & Stokes
630 K Street, Suite 400
Sacramento, CA 95814
Contact: Mike Rushton
(916) 737-3000

January 2010



ICF Jones & Stokes
an ICF International Company

Appendix K

Mitigation Strategies for Effects of Fish Stocking

Appendix K Mitigation Strategies for Effects of Fish Stocking

Process for Addressing Potentially Significant Salmon and Steelhead Stocking Impacts on Native Salmon and Steelhead Populations

The California Department of Fish and Game (DFG) recognizes that the demographic, genetic and ecological risks to natural salmon and steelhead populations of concern cannot be addressed through hatchery measures alone. Harvest management measures to reduce impacts on natural populations of concern also need to be addressed. In California, the California Fish and Game Commission has the power to regulate the taking of fish. The California Fish and Game Commission has promulgated regulations for the method of taking of commercial and recreational fishing. To this end, the National Marine Fisheries Service (NMFS), DFG, and U.S. Fish and Wildlife Service (USFWS) are currently evaluating mass marking and mark-selective fisheries as part of a proposed fishery management system designed to maximize fishing opportunity while meeting the annual conservation objectives and consultation standards for all west coast salmon stocks. Ultimately, harvest and hatchery management need to be integrated.

An investigation of the factors contributing to the recent collapse of Sacramento River fall-run Chinook salmon concluded that this collapse was due in part to the increasing dominance of hatchery fish in the evolutionarily significant unit (ESU) and the long-term impacts of hatchery straying and other practices on the genetic diversity and fitness of natural populations (Lindley et al. 2009). Based on these findings, Lindley et al. (2009) recommended that a hatchery scientific review panel be formed to review existing hatchery practices and to identify the types of actions that are needed to address these issues.

The fisheries agencies recently sent a memorandum to NMFS's Southwest Fisheries Science Center requesting the formation of an independent scientific review panel to thoroughly review the implications of adopting a mass marking and mark-selective fisheries program and to develop scientifically supported recommendations that adequately address all sides of the management issues for California's natural and hatchery salmon stocks. The review panel is currently being assembled and will meet for the first time in October 2009. This panel would focus on mass marking and mark-selective fisheries programs only, which is a part of the review panel recommended by Lindley et al. (2009) but is not the same as the comprehensive review recommended by that group.

DFG has initiated the Hatchery and Genetics Management Plan (HGMP) process for all of its affected hatchery programs. As a central part of the HGMP process, DFG has instituted and participates in multi-agency steering groups that advise and direct operations of its listed-species hatchery programs (i.e., Iron Gate Hatchery coho, Trinity River Hatchery coho, Warm Spring Hatchery coho, Feather River Hatchery Spring-run Chinook and steelhead, Nimbus Fish Hatchery steelhead, and Mokelumne River Hatchery steelhead). These steering groups include members from NMFS, DFG, hatchery owners, and other state, federal, and local agencies that advise on HGMP requirements for the program. The purpose of the steering groups is to provide expert guidance on strategies and protocols to avoid or minimize impacts of hatchery programs on listed species; to help draft, review,

monitor, and adaptively manage the HGMP for each listed-species program; and to determine whether and how listed-species programs can aid recovery. Through this process, all of DFG's listed-species hatchery programs are currently planning and/or implementing conservation measures to reduce impacts on listed stocks that will be included in associated HGMPs for those programs. HGMPs are being drafted for all DFG-run hatchery programs that propagate ESA-listed species.

For hatchery programs propagating non-ESA listed species of salmon and steelhead, DFG will develop expanded Hatchery Goals and Constraints documents based on the NMFS HGMP template. These documents will clearly state the purpose of the hatchery program and measures to avoid and/or minimize program impacts on ESA-listed salmonids, affected non-ESA listed salmonid species in the watershed and surrounding areas, and the natural-origin component of the propagated stock.

DFG will finalize the draft HGMPs it has prepared in consultation with NOAA Fisheries and develop HGMPs for those hatcheries that do not have draft HGMPs. At the same time, DFG will recommend to the hatchery owners (U.S. Bureau of Reclamation, U.S. Army Corps of Engineers [USACE], East Bay Municipal Utility District [EBMUD], California Department of Water Resources [DWR], PacifiCorp, and DFG as to Mad River and Merced Hatcheries) that the hatchery owners form an independent hatchery scientific review panel (HSRP) to develop a set of recommendations. The HGMPs being completed by DFG would contain language that would allow for adaptive management to incorporate the recommendations of the HSRP and the mass marking and mark-select fisheries panel discussed above.

The purpose of the proposed HSRP review will be to develop detailed options for reducing risks and maintaining the benefits of hatchery production. The HSRP would begin with fact finding, where information about hatchery programs and affected natural populations will be assembled. The HSRP would meet with hatchery staff to make sure the information is accurate and most importantly that each hatchery's population-specific goals for conservation and harvest are captured correctly. Following fact finding, the HSRP would analyze the information and develop proposed solutions for each hatchery program. These draft solutions would then be shared with DFG and the hatchery owners in a series of meetings, where the HSRP would explain the rationale behind its findings and comments would be addressed. HSRP would then issue its final report to the hatchery owners and DFG.

The HSRP review would cover hatchery operations and facilities as well as programmatic issues (brood stock management and release and recovery of hatchery fish). In particular, reproductive and ecological interactions between hatchery and natural fish on the spawning grounds have been identified as a significant concern.

In the interim, as this process described above proceeds, DFG is undertaking the following actions.

- Continue to manage salmon and steelhead hatcheries consistent with California Fish and Game Commission policies;
- Eliminate inter-basin transfer of salmon and steelhead eggs between hatcheries;
- Modify brood stock management to improve native fish input to the genetic pool of native salmon and steelhead populations;

- Review current trucking programs for central valley hatcheries with a goal of increasing volitional release of hatchery-reared salmon and steelhead; and
- Work with salmon and steelhead hatchery owners to modify operational agreements to be consistent with the operational modifications described above.

The comprehensive action planning process and other actions described above will not reduce the significant adverse competition, predation, non-target harvest, or genetic effects of current hatchery operations on native salmon ESUs and native steelhead DPSs to less-than-significant levels.

Process for Addressing Potentially Significant Trout and Inland Salmon Stocking Effects on Sensitive, Native, or Legally Protected Fish and Wildlife Species Other than Native Salmon and Steelhead

This protocol (see Figure K-1) will be used by DFG biologists to determine if a water body may be stocked with DFG hatchery trout or inland salmon. The intent is to reduce to less than significant any impacts from the DFG hatchery stocking program on Decision Species, as defined in this EIR/EIS. The PSEP would include external collaboration with FWS where listed species may be affected, to consider common conservation goals and confer on fish stocking management to best conserve native species.

The first step in the protocol is to determine that the proposed stocking action will not conflict with existing DFG management programs, such as management directions stated in approved Aquatic Biodiversity Management Plans (ABMP), species recovery plans, or species conservation strategies. The next step is to assure that a stocking action will not impact any Decision Species known to occur in the proposed stocking area, and that the proposed stocking is not located in federally designated critical habitat for any potentially impacted Decision Species. If impacts could occur, the DFG fishery biologist will continue to move through the evaluation process below. If no impacts could occur, DFG could stock the water body.

If, based on historic range, a Decision Species could be present, a determination of habitat suitability for the Decision Species will be completed. This may involve a review or survey of stocking area physical habitat characteristics and water quality. Additionally, the presence of a biological community that would normally favor or preclude the presence of the Decision Species may be considered.

If suitable habitat is present, DFG biologists will determine presence of a Decision Species at a proposed stocking area and potential for stocking-related impacts using best available information, including background information found in this EIR/EIS, published papers, new information regarding Decision Species status or susceptibility to impacts from stocked DFG fish, or by conducting appropriate DFG-approved surveys. If Decision Species are present and stocking would have a substantial¹ effect on the species, then the water will not be stocked. However, DFG can reconsider stocking the water during the development of a basin-level, or watershed-level, ABMP that mitigates impacts to Decision Species at a larger spatial scale. If the species are not present, DFG could stock the water body.

A positive stocking evaluation (okay to stock) is valid for a five year period at which time the PSEP process will be re-implemented prior to continued stocking. Should new information become available that necessitates reevaluation prior to the end of the five year period, re-implementation of the PSEP process shall commence prior to continued stocking. Periodic PSEP implementation is independent of and in addition to ongoing CDFG or Federally approved survey protocols implemented under the original PSEP. Both initial and subsequent PSEP implementations shall consider incremental environmental changes attributable to climate change, as well as other available sources of scientific and technical information, in making determinations.

Process for Addressing Potentially Significant Effects of Fish Stocking on Sensitive, Native, or Legally Protected Fish and Wildlife Species under the Private Stocking Permit Program

California Fish and Game Code Section 6401 provides that any person may, under the terms of a permit first obtained from the DFG under regulations prescribed by the California Fish and Game Commission, purchase or receive live fish from any registered aquaculturist and may stock the fish in a stream or lake.

The California Fish and Game Commission has prescribed regulations to further implement this code section at CCR Title 14 Section 238.5. Section 238.5. This regulation contains some general guidelines and prohibitions. For example, Section 238.5(a) prohibits the stocking of aquaculture products that are parasitized, diseased, or of an unauthorized species. Section 238.5(d) prohibits the stocking of fish in any water in which the stocking of such fish is contrary to the fisheries management programs of the DFG for that water or drainage. Section 238.5(d) prohibits the stocking of fish in any water in which the stocking of such fish is contrary to the fisheries management programs of the DFG for that water or drainage. For example, any potential new

¹ The Department is guided by the common sense plain meaning of the word substantial such that a substantial effect means a wide-ranging or long-lasting consequence on a species that extends beyond the temporal or spatial context of one specific direct impact. Such substantial effects could include the following examples:

1. The degree to which the action may adversely affect a species listed as candidate, threatened or endangered under the state or federal Endangered Species Act;
2. A significant reduction in the range of any native species or population of a decision species; or
3. A fundamental change to the structure of an ecosystem, including significant reductions in biodiversity or resiliency to disturbance.

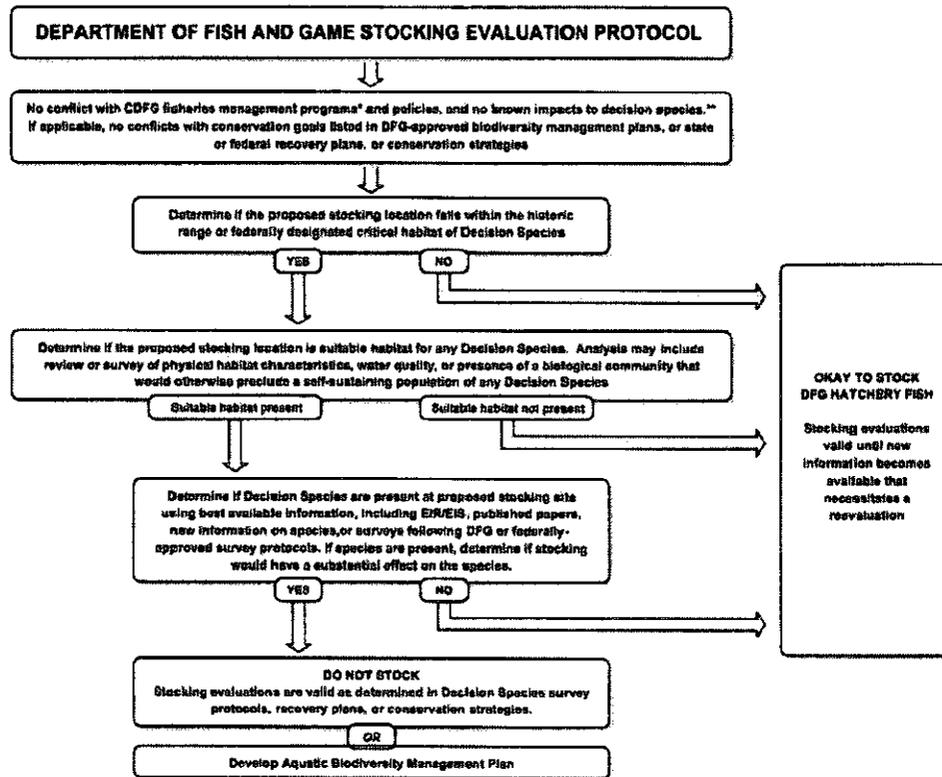
introductions of fish species into an area require the approval of the Chief, Fisheries Branch and any such request must include the objectives, expected benefits, and an evaluation plan for the proposed introduction.

The protocol diagrammed in Figure K-2 is designed to further assist district fisheries biologists and fisheries management supervisors in DFG regions in determining the terms and conditions of an individual permit and whether or not such a permit will be issued. It is also to be used by DFG staff to maximize the success of individual stocking projects and to prevent or minimize ecosystem impacts to the State of California. This protocol is not intended to and does not supersede applicable provisions in the California Fish and Game Code or the regulations adopted by the California Fish and Game Commission to implement that code. The protocol is designed to further clarify those provisions. Each permit will be evaluated on a case-by-case basis by the district fisheries biologist assigned to that geographic area and then either approved or denied under the discretion of the regional manager or his or her designate. The PSEP would include external collaboration with FWS where listed species may be affected, to consider common conservation goals and confer on fish stocking management to best conserve native species.

References Cited

Printed References

- Lindley, S. T., C. B. Grimes, M. S. Mohr, W. Peterson, J. Stein, J. T. Anderson, L.W. Botsford, D. L. Bottom, C. A. Busack, T. K. Collier, J. Ferguson, J. C. Garza, A. M. Grover, D. G. Hankin, R. G. Kope, P. W. Lawson, A. Low, R. B. MacFarlane, K. Moore, M. Palmer-Zwahlen, F. B. Schwing, J. Smith, C. Tracy, R. Webb, B. K. Wells, T. H. Williams. 2009. *What caused the Sacramento River fall Chinook stock collapse?* March 18. Pre-publication report to the Pacific Fishery Management Council.

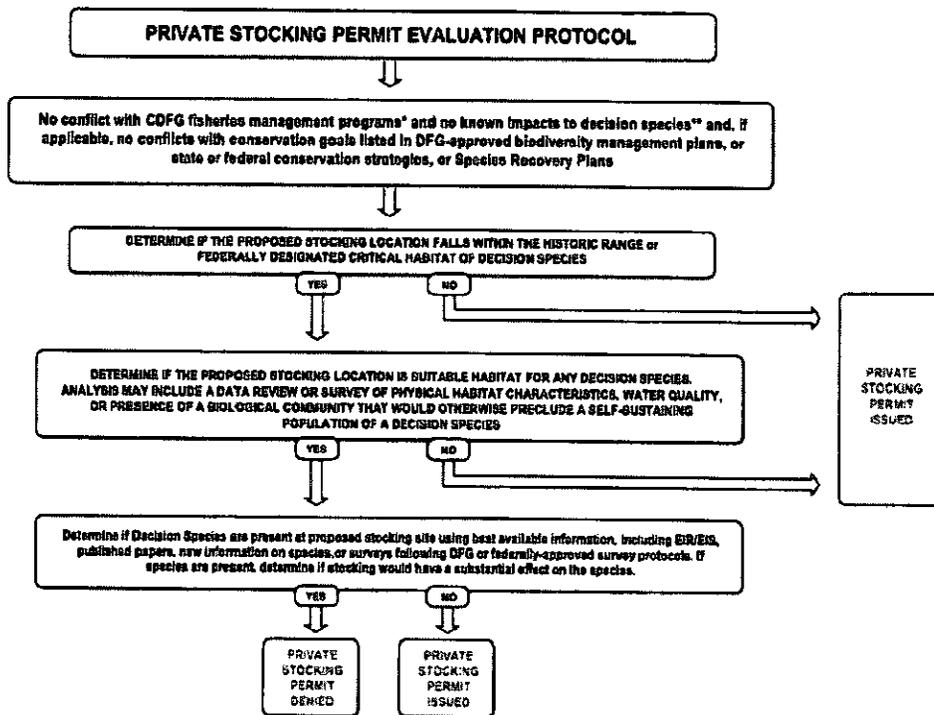


* See Title 14, 238 S(d)(3)

**Decision species are defined in Chapter 4 of the DFG Hatchery EIR/EIS

Source: DFG 2009.

Figure K-1
DFG Trout and Inland Salmon Stocking Evaluation Protocol



* See Title 14, 238.5(d)(3)
 ** Decision species are defined in Chapter 4 of the DFG Hatchery EIR/EIS

Source: DFG 2009.

Figure K-2
Private Stocking Evaluation Protocol



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

24

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: November 12, 2013

SUBJECT: Proposed Threatened Status for the Western Distinct Population Segment of the Yellow-billed Cuckoo

DEPARTMENTAL RECOMMENDATION: Review a proposed rule to list the Western Distinct Population Segment of the Yellow-billed Cuckoo as Threatened pursuant to the Federal Endangered Species Act, review draft correspondence in regards thereto, and authorize the Chair to sign.

SUMMARY DISCUSSION: The U.S. Fish and Wildlife Service (USFWS) is proposing to list the Yellow-billed Cuckoo in the western United States, Canada, and Mexico as a threatened species pursuant to the Federal Endangered Species Act (refer to Attachment 1). The bird is a neotropical migrant that winters in South America (primarily the Amazon) and breeds in North America. The bird is moderate in size with a narrow yellow ring of colored bare skin around the eye, red flight feathers, and bold tail plumage. The bird is common in the eastern United States, but populations have declined precipitously in the west. The Western Yellow-billed Cuckoo currently nests almost exclusively in low to moderate elevation riparian woodlands that cover 50 acres or more within arid to semiarid landscapes.

The species is already listed by the State; therefore, limited additional regulatory burdens are anticipated from Federal listing at this time. As the bird typically resides in large undisturbed tracts along watercourses, staff anticipates minimal impacts from the listing on private property or County operations. The County is working with the City of Los Angeles through joint management activities to maximize local survival of the species in the Owens Valley; the City also manages its lands in consultation with USFWS towards the species' benefit. Staff expects that suitable habitat for the species may exist in the County elsewhere.

It is possible that critical habitat will be designated for the Yellow-billed Cuckoo in the future, possibly in Inyo County. Subsequent management plans may also be prepared. The County should be alert for any such actions to work to minimize potential impacts.

Comments regarding the proposed rule are due December 2, 2013. Staff has prepared correspondence for the Board's consideration expressing concern about the proposed listing and requesting that care be taken in implementing the rule to minimize impacts to the County (refer to Attachment 2).

ALTERNATIVES: The Board may consider modifying the correspondence or not submitting correspondence. The Board could also request a public hearing regarding the proposed rule; such a request is due by November 18, 2013.

OTHER AGENCY INVOLVEMENT: USFWS, others involved in permitting.

FINANCING: General funds are utilized to monitor federal rulemaking efforts.

APPROVALS

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

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



Date: 11/6/13

Attachments:

1. Notice
2. Draft Correspondence

PUBLIC NOTICE

Notice of Proposed Rule: Proposal to list the western Distinct Population Segment of the yellow-billed cuckoo as a threatened species.

On October 3, 2013, the U.S. Fish and Wildlife Service (Service), under the authority of the Endangered Species Act (Act) of 1973, as amended, proposed to list the western Distinct Population Segment (DPS) of the yellow-billed cuckoo (*Coccyzus americanus*) as a threatened species; and published the proposal in the *Federal Register* (78:61622 – 61666).

We propose to list the western DPS of the yellow-billed cuckoo in the western United States (AZ, CA, CO (western), ID, MT (western), NM (western), NV, OR, TX (western), UT, WA, WY (western)), western Canada, and western Mexico. We are seeking data and comments from the public on this proposed listing rule. Copies of the proposed rule and other information about this issue are available by contacting the Sacramento Fish and Wildlife Office at 916-414-6600, or by accessing the Internet at <http://www.fws.gov/sacramento> or <http://www.regulations.gov>.

Comments and materials from all interested persons or organizations must be received on or before December 2, 2013. Written requests for a public hearing must be received by November 18, 2013.

All comments must be submitted either to the Federal eRulemaking portal at: <http://www.regulations.gov> by following the instructions for submitting comments or, by U.S. mail or hand-delivery, to: Public Comments Processing, Attn: FWS-R8-ES-2013-0104; Division of Policy and Directives Management; U.S. Fish and Wildlife Service; 4401 N. Fairfax Drive, MS 2042-PDM; Arlington, VA 22203. We will not accept e-mail or faxes. We will post all comments on <http://www.regulations.gov>.

November 12, 2013

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

Re: Proposed Threatened Status for the Western Distinct Population Segment of the Yellow-billed Cuckoo
Docket No. FWS-R8-ES-2013-0104

Dear Secretary Salazar:

On behalf of the Inyo County Board of Supervisors, I wish to convey to you our appreciation of the work that the U.S. Fish and Wildlife Service (USFWS) is taking to conserve the Yellow-billed Cuckoo. We consider the natural resources that make up our County precious and hope that conservation efforts can work to ensure continued habitation of this species in the western United States, including locally. However, we believe that actions to conserve the species should be balanced with potential impacts to the people who live in areas that potentially could provide habitat.

We suspect that most potential habitat in the County for the subject species is on State and federally managed lands along riparian corridors, and on land owned and managed by the City of Los Angeles. Based on our experience, these lands are managed in a manner that maximizes the potential for successful recovery of the species. We are unaware of any specific threats to the species in Inyo County, and we believe that management of public and private lands in the County is undertaken in a manner to minimize impacts to the Yellow-billed Cuckoo. Since the Yellow-billed Cuckoo is a State-listed species, we already consider it in our planning efforts, and we hope that federal listing will result in minimal additional regulatory burdens.

Through our agreements with the City of Los Angeles, we are jointly implementing numerous habitat restoration and enhancement projects with the City. These projects include the Baker Creek and Hogback Creek Yellow-billed Cuckoo Habitat Enhancement Project, as well as other projects that enhance riparian habitat such as the Lower Owens River Project.¹ Additionally, the City of Los Angeles is implementing a Yellow-billed Cuckoo conservation strategy confirmed by a Memorandum of Understanding between the Los Angeles Department of Water and Power and USFWS. We believe that these actions, in conjunction with the City of Los Angeles' ongoing planning and conservation efforts for its lands in Inyo County, warrant excluding designation of critical habitat for the Yellow-billed Cuckoo in Inyo County, if such a designation were to be considered.

Based on our understanding of the geographic distribution of the subject species in Inyo County and that the species is currently a State-listed species, we believe that additional regulatory burdens from proposed listing will be minimal. However, we urge you to direct your staff to work with the County, other responsible and trustee agencies, local citizens and business owners, agricultural interests,

¹ Refer to <http://www.inyowater.org/projects/mitigation/> regarding the mitigation projects and <http://www.inyowater.org/projects/lorp/> regarding the Lower Owens River Project.

renewable energy interests, and the mining community to minimize impacts to our economy and culture when implementing the proposed rule here.

Thank you for your consideration. We would be interested in any future planning activities for the subject species; please notify us of any such opportunities. If you have any questions, please contact the County's Administrative Officer at (760) 878-0292 or by email at kcarunchio@inyocounty.us.

Sincerely,

Linda Arcularius
Chairperson, Inyo County Board of Supervisors

cc: County Administrative Officer
County Counsel
Planning Director
Public Works Director
Agricultural Commissioner
Ron Nichols, DWP
Dan Ashe, USFWS
USFWS Public Comments Processing



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

25

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

FROM: CLERK OF THE BOARD

By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: November 12, 2013

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval the minutes of the November 5, 2013 Board of Supervisors Meeting

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

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

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

26

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 10:30 a.m. Closed Session Informational

FROM: County Administrator – Public Works

FOR THE BOARD MEETING OF: November 12, 2013

SUBJECT: Consideration of Non-Binding Concept Plans and Updated Non-Binding Term Sheet for Consolidated County Office Building in Bishop, California, and authorization to proceed with preparation of Build-To-Suit Lease Option Agreement

DEPARTMENTAL RECOMMENDATION:

Request your Board consider:

- a) Approving non-binding Concept Plans (Attachment A) for an Inyo County Consolidated Office Building Project in Bishop, California;
- b) Approving an updated non-binding Term Sheet (Attachment B) for Build-To-Suit Lease Option Agreement between Inyo County and Inyo County Development LLC; and,
- c) Authorizing staff to proceed to work with Inyo County Development LLC to develop a Build-To-Suit Lease Option Agreement for the Consolidated Office Building Project to be considered by your Board at a future date.

SUMMARY DISCUSSION:

Overview

In January 2010, the Board of Supervisors reviewed a Request For Proposals for Consolidated County Office Space in the Bishop area. The RFP process yielded two proposals and, in April 2010, the County entered into negotiations with both proponents. These negotiations resulted in the Board of Supervisors approving an Exclusive Negotiation Agreement for Construction and Leasing of Inyo County Consolidated Office Building between the County of Inyo and Joseph Enterprises on September 6, 2011.

Exclusive Negotiation Agreement

The Exclusive Negotiation Agreement requires Inyo County to negotiate only with Joseph Enterprises (and its partner Inyo County Development LLC) for the development of its consolidated office space project as long as the Agreement remains in effect. Similarly, Joseph Enterprises is prohibited from negotiating with any party, other than Inyo County, for the use of its Wye Road parcel. The Agreement specifies the phasing and timing of deliverables the negotiations are expected to produce, specifically:

1. **Non-Binding Term Sheet Agreement (Phase 1A).** The County and Joseph Enterprises, with Inyo County Development LLC, will negotiate key terms of the anticipated Option, Lease and Land Transaction documents that will be summarized in a non-binding, proposed Term Sheet. The non-binding Term Sheet will be subject to final approval by the Board of Supervisors acting in public, in open session.

2. **Non-Binding Design Review (Phase 1B).** Joseph Enterprises through its partnership with Inyo County Development LLC will develop a space plan at its sole expense, but in consultation with the County. This space plan is anticipated to identify the specific departments and staff positions that will be located in the consolidated offices, and their associated space needs. The space plan will be used to update architectural planning and produce a more detailed conceptual design. The resulting Concept Plans will be submitted to the Board of Supervisors for non-binding approval in open session, in its capacity as prospective tenants only.
3. **Preparation of Final Documents (Phase 2).** If your Board approves the non-binding Term Sheet and Concept Plans required above, the County and Joseph Enterprises/Inyo County Development LLC will draft any transaction documents resulting from the approved Term Sheet and Concept Plans.

Phase 1 A & B were allocated 60-days for completion, with an option to extend the Phase 1 Expiration Date by another 45-days if the County Administrator determined that the negotiations are proceeding in a reasonable manner. However, delays in completing the Term Sheet negotiations and subsequent Design Review process have resulted in amending the Exclusive Negotiation Agreement nine times, and the current deadline for approving the non-binding Term Sheet and Concept Plans specified in Phase 1 A&B is November 30, 2013.

The Exclusive Negotiation Agreement requires that both the Term Sheet and Concept Plans must be approved by the Board of Supervisors acting in open session, and your Board's approval of either the Term Sheet and/or Concept Plans is non-binding on the County. If the Term Sheet or Concept Plans are not approved by your Board, in your Board's sole determination, in the specified timeframe, the Exclusive Negotiation Agreement will automatically terminate. If your Board approves the Concept Plans and Updated Term Sheet today, Phase 1 A & B of the Exclusive Negotiation Agreement will be complete, and the County and Joseph Enterprises/Inyo County Development LLC will proceed to develop the Final Document described as Phase 2 of the Exclusive Negotiation Agreement. Phase 2 needs to be completed within 60-days from the date of approval of the Concept Plans, and may be extended by the CAO for up to 45 additional days. The Final Documents will be approved by your Board in public, in open session, and only upon your Board's approval of these documents will the County be bound to the project.

Term Sheet

The Board of Supervisors approved a non-binding Term Sheet March 13, 2012. The Term Sheet provided that the consolidated offices will be built on 3.31 acres (144,300 square feet) of a 4.94 acre (215,000 square foot) parcel owned by Joseph Enterprises at the corner of Wye Road and Highway 6 in Bishop. The building will be designed and built to County standards, and will be sufficient to allow the County to consolidate County services currently provided in six (6) leased buildings and one (1) County-owned building (207 W. South Street) located throughout the greater Bishop area.

Other key provisions of the March 13, 2102 Term Sheet included:

- A. For the purposes of the Term Sheet, the size of the building is planned to be 42,000 square feet. (The actual size of the building may change as a result of the more comprehensive Design Review process that is the next step identified in the Exclusive Negotiation Agreement.)
- B. The County will own the land (on which the building and associated parking areas are located) upon transfer of a 5.69 acre parcel of land the County owns near Highway 395 and Jay Street, immediately south of the City of Bishop, to the Developer.

- C. The County will agree to lease the building from the Developer for a period of 20-years, after which the County can purchase the building for \$1.
- D. The County will pay the Developer rent consisting of:
 - a. A one-time payment of \$2 Million at the commencement of the lease;
 - b. Annual rent of \$600,000 per year, paid at \$50,000 per month at the beginning of each month, for a period of 20-years (240 months); and,
 - c. Additional rent payments of \$250,000 paid in Year 5 (61st month), Year 10 (121st month), and Year 15 (181st month).
- E. The rent will be “triple net” with the County being responsible for all operating expenses and taxes or assessment if applicable.
- F. The cost of developing the building will be at least \$10 Million inclusive of land, indirect costs, contractor’s fees, and Developer charges, and include a \$0.45 per square foot tenant improvement allowance. These costs will be borne exclusively by the Developer.
- G. The County will have the right of first refusal to rent, and design input with respect to, any development on the remaining 1.63 acres (71,000 square feet) of Joseph Enterprises’ Wye Road parcel.
- H. The development of the building will be accomplished by the County and Developer executing a binding construction and lease agreement, and a binding property exchange agreement. Once the lease is executed, the Developer will have 23 months to complete the building.

Under the March 13, 2012 Term Sheet, the County’s total cost to lease the building for 20 years would be \$14,800,000 plus the transfer of the County’s 5.69 acre Jay Street parcel. The County will acquire a 3.31 acre parcel and, at the conclusion of the 20-year lease agreement, the County can purchase the building for \$1.

Design Review

Following non-binding approval of the Term Sheet, County departments with existing offices in the Bishop area met with the Developer’s architect to create more detailed space plans, at the Developer’s sole expense, that constitute the Concept Plans being considered for non-binding approval by your Board today.

After multiple meetings between department representatives and the Developer’s architect, staff presented “test fits” of the space plans to your Board, along with a detailed overview of the project’s history and updated cost-savings analysis, on July 16, 2013. The same presentation was made at subsequent **Community Meetings** held in Independence, Lone Pine, and Bishop to solicit additional public input about the project.

The test fits and associated cost-savings analysis presented during these meeting was predicated on constructing a 45,368 square foot building, instead of the 42,000 square foot building on which the March 13, 2102 Term Sheet was based. Your Board was advised the Term Sheet would need to be updated to reflect the actual size of the final building. Your Board was also advised that the “window” for completing the Consolidated Office Building project for costs approximating those in the 2012 Term Sheet was rapidly closing, and the project costs would most likely be affected by increases in construction and financing costs since the original Term Sheet was negotiated.

After these public meetings, based on input from your Board, the public, and County departments, the Developer's architect and Public Works and Administration staff met with department representatives to further revise the test fits in an effort to reduce the size of the building. This resulted in your Board being presented with two design options at its October 1, 2013, meeting: Test Fit 3 at 45,368 square feet; and, Test Fit 3A at 43,656 square feet. Your Board directed that staff work with the developer to revise the test fit and bring back Concept Plans, for non-binding approval, for a Consolidated Building between 41,000 square feet and 43,000 square feet.

Concept Plans

As directed by your Board on October 1st, Public Works and County Administration staff has worked with the Developer's architect and departmental staff to reduce the size of the building. This, coupled with some unilateral decisions made by the Project Team, has resulted in the test fit, and non-binding Concept Plans (Attachment A) being presented for your Board's approval today. As presented, the size of the building will be 1,944 square feet.

The reduced building size is the result of providing only minimum space for County Counsel and Administration functions in the new building; anticipating that more of these services will be based in Independence. In addition, the test fit being presented today differs from those presented on October 1st as follows:

- Eliminated five departmental conference rooms;
- Reduced circulation and open areas;
- Where practical, converted offices throughout building to workstations;
- Co-located law library with legal conference area;
- Eliminated dedicated Board of Supervisors' offices;
- Combined drug testing and public health clinic bathrooms;
- Converted public health clinic lobby into office space;
- Replaced five HHS administrative offices with an open-floor plan;
- Converted four legal offices into either interview rooms or workstations; and,
- Increased communal conference areas and moved their location to provide hallway access.

The changes serve to reduce square footage and limit Tenant Improvement cost increases by eliminating hard walls and fixtures. However, even though the test fit being recommended to your Board reduces the size of the Building to 41,944 square feet, the Developer has estimated that the tenant improvement costs associated with the current design are \$55 per square foot. The March 13, 2102 Term Sheet only provided a tenant improvement allowance of \$50 per square foot.

Updated Term Sheet

Although the Concept Plans being presented today are for a 41,944 square foot building, and the March 13, 2012 Term Sheet was predicated on a 42,000 square foot building, it has been necessary to update the Term Sheet to reflect increased costs.

During the public meetings held this summer and fall, your Board was apprised that certain factors – such as increased construction costs and higher interest rates affecting the Developer's ability to finance the project –

could affect building costs. To some extent, these cost factors have materialized and significantly increased the cost of the building. They include:

- Development costs (before financing) have increased from \$10,616,000 (March 2012) to \$10,958,000 (October 2013), or \$342,000. These costs would have been higher, except that the Developer claims to have absorbed \$375,000 of additional costs not reflected in the \$10,958,000 figure; and,
- Interest rates affecting the Developer's cost of financing the building have increased from an all-in rate of approximately 3.39% to an all-in rate of approximately 4.29%, and increase of 90-basis points, adding \$1,496,000 to the total cost of the building.

With no other changes to the transaction terms agreed to in March 2012, and based on the current size of the building, these higher costs result in increasing the base annual rent payment from \$600,000 a year to \$674,808 a year, for 20-years, plus an additional estimated \$210,000 in Tenant Improvement costs. If these Tenant Improvement costs are amortized over 20 years as part of the lease payment, the annual payment is approximately \$690,264.

During negotiations to update the Term Sheet, a discrepancy was identified in the original 2012 Term Sheet with respect to the disposition of the County's Jay Street parcel and Joseph Enterprises' Wye Road parcel. The March 13, 2102 Term Sheet anticipates that the County's Jay Street parcel will be exchanged for 3.31 acres of Joseph Enterprises' Wye Road parcel in Section 1 and Section 6 of the Term Sheet, and this has been consistently conveyed to your Board and the public during various public discussions. However, Exhibit C (Initial Cost Estimate) to the March 13, 2102 Term Sheet shows the Wye Road parcel being valued at \$604,000 and included as part of the original \$10,616,000 development costs. As a result, the cost of the Wye Road property is factored into the financing and development costs on which the County's lease will be based.

This discrepancy was shared with the Developer during negotiations to update the Term Sheet, and County representatives suggested that (a) the cost of the Wye Road parcel (\$604,000) be removed from the development costs; (b) the value of the County land (\$750,000) be credited against development costs; or, (c) that the County's land be removed from the transaction (which would permit the County to sell the property, or develop it). In light of this discrepancy, and as a result of the negotiations to update the Term Sheet, the Developer has agreed to remove the County's Jay Street parcel from the transaction. The County will now retain ownership of the Jay Street parcel, which it could choose to sell or develop it for other purposes.

Analysis

Keeping in mind the 2011-2012 Grand Jury Report, any cost analysis of the savings associated with the proposed consolidated office building could note that the comparison really goes beyond dollars and cents; it must also account for the fact that office space that is, in many cases, arguably "unacceptable" is being compared to suitable office space represented by the new building.

Despite the increased cost of the building, the analysis that will be presented during today's meeting will demonstrate the building still presents the County an opportunity to save significant money in rent, utilities, personnel and miscellaneous costs over the life of the building.

Furthermore, based on preliminary estimates obtained by staff and extensive inquiries by Allan D. Kotin & Associates, the County cannot borrow money less expensively than the developer is able to finance the project. In other words, there is unlikely to exist another opportunity to construct a consolidated office building for the same, or less amount of money at any time in the future.

Next Steps

Should your Board approve the Concept Plans and Updated Term Sheet as presented, the next steps will be for the County and the Developer to begin drafting option, lease and land transaction documents. The lease option agreement will include provisions requiring detailed construction plans and specifications to be presented and agreed to prior to the option becoming effective. Under the terms of the Exclusive Negotiation Agreement, these documents will be brought back before your Board, in public session, for consideration and binding approval, within 105-days unless the Exclusive Negotiation Agreement is amended to extend these timelines.

ALTERNATIVES:

The removal of the County's Jay Street parcel from the terms of the agreement, are reflected in the Updated Term Sheet being presented for your Board's consideration (Attachment B). The changes from the March 13, 2102 Term Sheet to the Updated Term Sheet are shown in redline in Attachment C. Alternatives your Board could consider include:

1. During the negotiations to update the Term Sheet, the Developer has also agreed to alternative terms to provide an option for reducing the annual rent payments. **However, this option requires the County's Jay Street Parcel to remain as a part of the deal, without consideration of value.** In addition to absorbing \$375,000 of additional costs which are not reflected in the \$10,958,000 development costs cited above, the Developer would agree to:
 - Waive the third of the three \$250,000 payments currently scheduled to be made at five-year intervals; and,
 - To pay for, with no increase in delivered costs to the County, estimated additional tenant improvement costs of \$210,000 (or, \$55 per square foot). This will drop the annual rent payment from the estimated \$691,264 per year to \$674,500 per year.
2. Your Board could choose to not approve the Concept Plans or Term Sheet. This will terminate the Exclusive Negotiation Agreement with Joseph Enterprise and end work to refine the Consolidated Building project.
3. Your Board could request changes to the Concept Plans and/or Term Sheet which, if agreed to by the Developer, would need to be brought back before your Board for non-binding approval prior to proceeding with the Final Document preparation process. This would result in further delays which could make the project more costly.
4. Your Board could provide other direction to staff.

OTHER AGENCY INVOLVEMENT:

Primary assistance in this process has been, and will be provided by the County's real estate consultant, Allan D. Kotin & Associates, working with the Inyo County Public Works Department, the Inyo County Office of the County Counsel, Joseph Enterprises, and Cresa Partners as well as Ware Malcomb design and architectural partners and KPRS general contracting and construction partners.

FINANCING:

A cost analysis for the will be presented during today's presentation. There is no cost or binding obligation to the County associated with approving the Concept Plans or Updated Term Sheet, other than committing additional staff time and consulting expense to undertake the Final Document preparation process.

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 _____

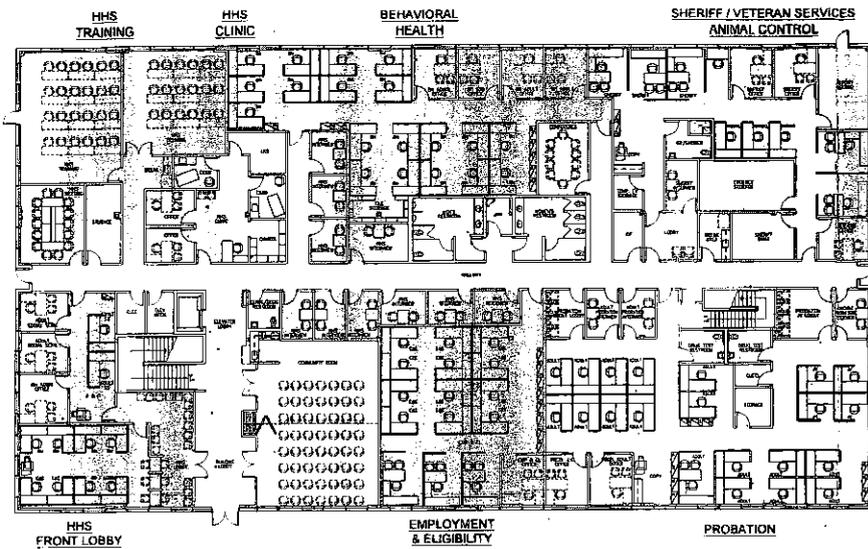
DEPARTMENT HEAD SIGNATURE:

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

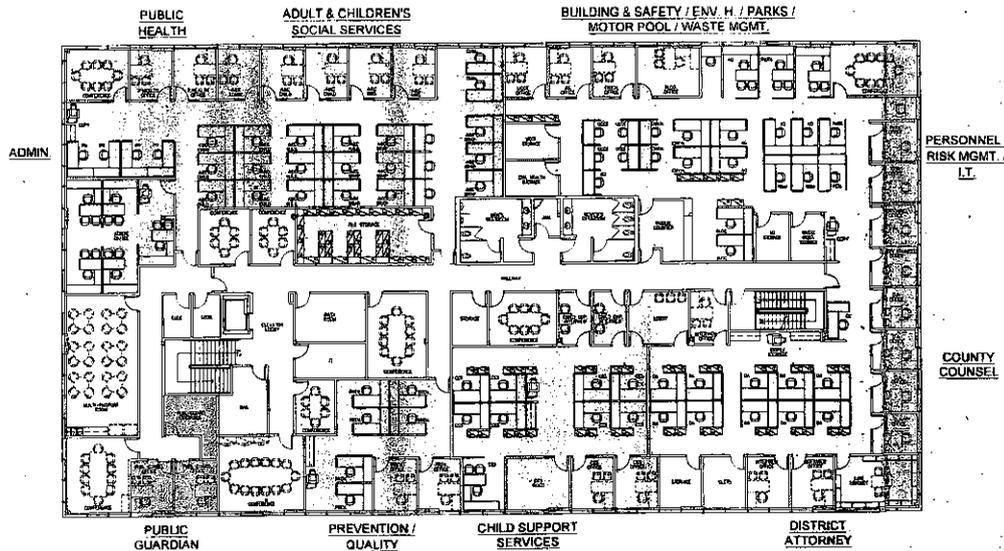


Date: 11-08-2013

ATTACHMENT A



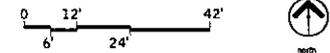
FIRST FLOOR



SECOND FLOOR

- ADMINISTRATION SERVICES**
 - BOARD OFFICES
 - PERSONNEL
 - RISK MANAGEMENT
 - IT
 - +/- 1,205 SF
- PUBLIC GUARDIAN**
 - +/- 353 SF
- GENERAL SERVICES**
 - AG WEIGHS AND MEANS
 - BUILDING AND SAFETY
 - ENVIRONMENTAL HEALTH
 - PARKS/MOTOR POOL/W. MGMT.
 - UCCE FARM ADVISORY
 - BUDGET ANALYST
 - +/- 3,153 SF
- LEGAL SERVICES**
 - CHILD SUPPORT SERVICES
 - COUNTY COUNSEL
 - DISTRICT ATTORNEY
 - +/- 4,802 SF
- SHERIFF DEPARTMENT**
 - VETERAN SERVICES
 - ANIMAL CONTROL
 - +/- 2,771 SF
- PROBATION DEPARTMENT**
 - +/- 3,430 SF
- HEALTH & HUMAN SERVICES**
 - ADMINISTRATION
 - PUBLIC HEALTH
 - BEHAVIORAL HEALTH
 - ADULT & CHILDREN'S
 - EMPLOYMENT ELIGIBILITY
 - PREVENTION
 - QUALITY
 - +/- 13,383 SF
- HHS CLINIC**
 - +/- 807 SF
- ANCILLARY SPACES**
 - +/- 4,015 SF

NOTE:
THIS PRELIMINARY SPACE PLAN REPRESENTS OUR UNDERSTANDING OF THE SPACE PROGRAM REQUIREMENTS AND INCLUDES OUR INTERPRETATIONS OF LOCAL BUILDING CODE REQUIREMENTS. THE FINAL CONSTRUCTION DOCUMENTS ARE SUBJECT TO REVIEW AND COMMENTS FROM THE LANDLORD AS WELL AS LOCAL GOVERNMENTAL AGENCIES. CHANGES TO THE PLAN MAY BE REQUIRED TO ADDRESS COMMENTS AFTER REVIEW OF THE PLANS THROUGH THE PLAN CHECK PROCESS. ALL SQUARE FOOTAGES NOTED ARE PRELIMINARY AND ALSO MAY CHANGE WHEN THE SPACE PLAN IS FINALIZED.



Inyo County Complex

Test Fit

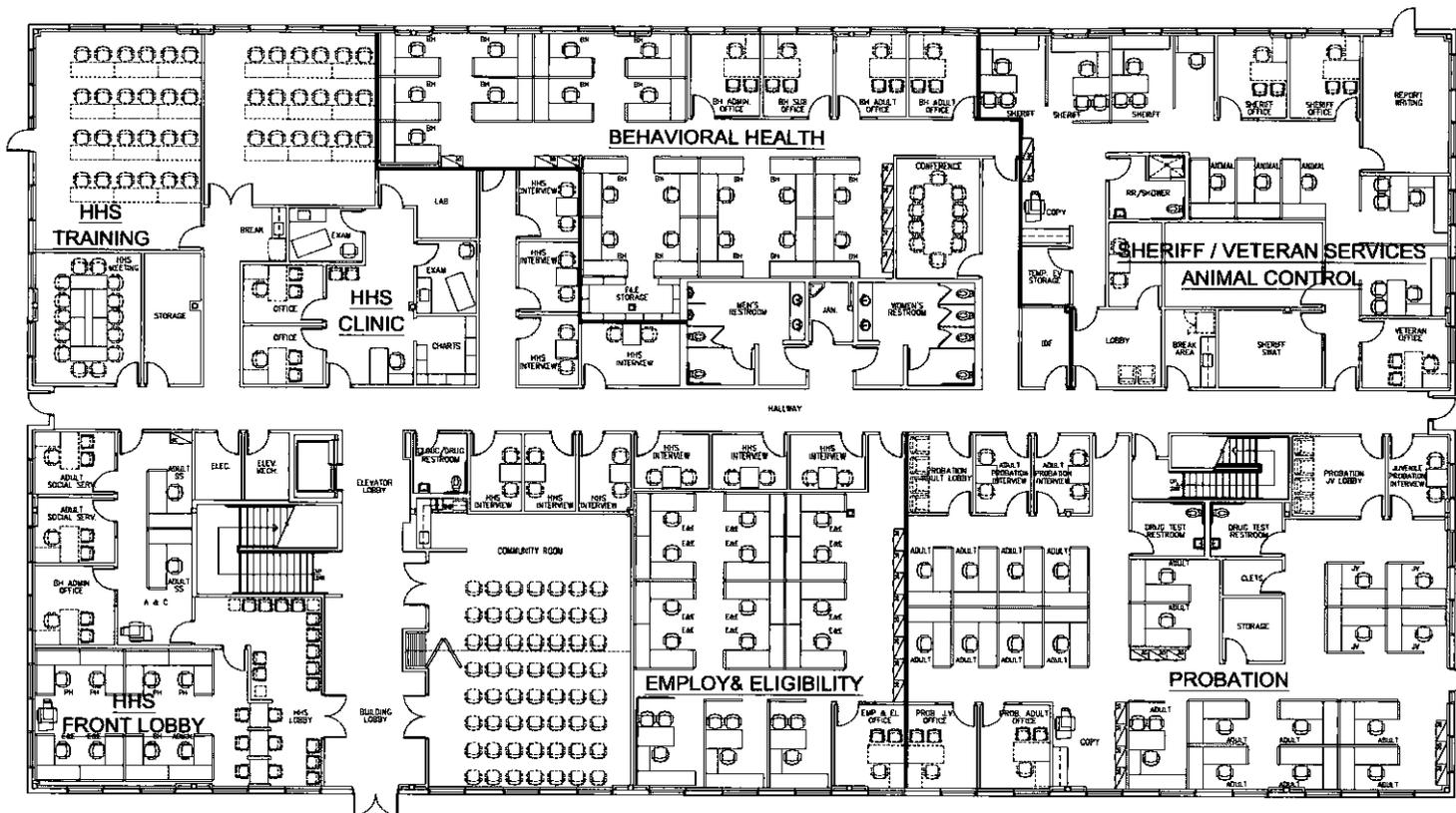
Option 6

+/- 41,944 S.F.

IRV07-0193-0P
10.14.2013

WARE MALCOMB
Leading Design for Commercial Real Estate

integrated service
across north america | waremalcomb.com



FIRST FLOOR

NOTE:
 THIS PRELIMINARY SPACE PLAN REPRESENTS OUR UNDERSTANDING OF THE SPACE PROGRAM REQUIREMENTS AND INCLUDES OUR INTERPRETATIONS OF LOCAL BUILDING CODE REQUIREMENTS. THE FINAL CONSTRUCTION DOCUMENTS ARE SUBJECT TO REVIEW AND COMMENTS FROM THE LANDLORD AS WELL AS LOCAL GOVERNMENTAL AGENCIES. CHANGES TO THE PLAN MAY BE REQUIRED TO ADDRESS COMMENTS AFTER REVIEW OF THE PLANS THROUGH THE PLAN CHECK PROCESS. ALL SQUARE FOOTAGES NOTED ARE PRELIMINARY AND ALSO MAY CHANGE WHEN THE SPACE PLAN IS FINALIZED.



Inyo County Complex

Concept Plan

+/- 41,944 S.F.

WARE MALCOMB
 Leading Design for Commercial Real Estate

Option 6

IRV07-0193-0P
 11.06.2013

integrated service across north america | waremalcomb.com



SECOND FLOOR

NOTE:
 THIS PRELIMINARY SPACE PLAN REPRESENTS OUR UNDERSTANDING OF THE SPACE PROGRAM REQUIREMENTS AND INCLUDES OUR INTERPRETATIONS OF LOCAL BUILDING CODE REQUIREMENTS. THE FINAL CONSTRUCTION DOCUMENTS ARE SUBJECT TO REVIEW AND COMMENTS FROM THE LANDLORD AS WELL AS LOCAL GOVERNMENTAL AGENCIES. CHANGES TO THE PLAN MAY BE REQUIRED TO ADDRESS COMMENTS AFTER REVIEW OF THE PLANS THROUGH THE PLAN CHECK PROCESS. ALL SQUARE FOOTAGES NOTED ARE PRELIMINARY AND ALSO MAY CHANGE WHEN THE SPACE PLAN IS FINALIZED.



Inyo County Complex

Concept Plan

Option 6

+/- 41,944 S.F.

IRV07-0193-0P
 11.06.2013

WARE MALCOMB
 Leading Design for Commercial Real Estate

integrated service
 across north america | waremalcomb.com

ATTACHMENT B

INYO CONSOLIDATED OFFICE BUILDING TERMSHEET

INYO COUNTY CONSOLIDATED OFFICE BUILDING TERM SHEET

**TERMS FOR BUILD-TO-SUIT LEASE BETWEEN THE COUNTY OF INYO (“COUNTY”) AND
INYO COUNTY DEVELOPMENT LLC (A new entity with members JOSEPH ENTERPRISES JIM
LESLIE, WAYNE LAMB, AND JEFF SHEPARD) (“DEVELOPER”)**

Version of: 11/06/2013

PROVISION	TERMS
1. PURPOSE	County and Developer desire to enter into a transaction for the development of an Inyo County Consolidated Office Building to house various County operations now based in multiple locations in Bishop, California (the “Consolidated Building”) on property now owned by the Developer, which building will be leased by the County with an option to purchase the building and land on the property now owned by Developer (“Josephs’ Road Parcel”). The boundaries and size of the property to be conveyed are more particularly described in Exhibit A ¹
2. DEVELOPMENT PROGRAM	A first-class Type V construction office building, tentatively scheduled to contain approximately 42,000 square feet of gross rentable area built to County standards with a stipulated tenant improvement allowance, specified parking, landscaping, etc. as more particularly described in Exhibit B – Project Description
3. DEVELOPMENT COST	The total development cost of the building, including land, indirect costs, and a stipulated tenant improvement allowance of \$50 per square foot will be at least \$10,958,000 including allowances for contractor’s fees and Developer charges of no more than 4% of managed costs, as more particularly described in Exhibit C– Initial Estimated Cost
4. LEASE TERM AND OPTION TO PURCHASE	The Lease will commence with the first day of the month following acceptance of the completed building by the County and terminate precisely twenty years later at which time the County can purchase the building and land for \$1

¹ This exhibit is in two parts; [a] The site plan showing the proposed County parcel boundary (Josephs’ Road Parcel) and [b] the Assessor’s map for Jay Street (County Jay Street Parcel).

INYO CONSOLIDATED OFFICE BUILDING TERMSHEET

PROVISION	TERMS
5. RENT	<p>Rent will be comprised of three components:</p> <p>(1) Prepaid rent – a single payment of \$2 million at commencement of rent;</p> <p>(2) Monthly rent - thereafter regular rent of \$674,808 per year will be paid in even monthly installments of \$56,234 at the beginning of each month for 240 months: and</p> <p>(3) Scheduled Additional Rent – At the beginning of 61st, 121st, and 181st months of the Lease the County will make an additional fixed payment of \$250,000.</p> <p>In the event the County elects to incur additional tenant improvement costs and so specifies in a timely manner, Developer agrees to provide such improvements and to increase the monthly rent in an amount equal to \$7.53 per \$100 of additional cost per year, payable monthly.</p> <p><i>Note that it is currently contemplated that the County will request as much as \$5.00 per square foot of additional tenant improvements which could raise the cost by as much as \$210,000. In this event total annual rent would rise to \$690,264 or \$57,552 per month.</i></p> <p>Rent will be triple net with all expenses of operations including any taxes or assessment to the extent applicable paid by the County.² Developer will have continuing responsibility only for structural maintenance</p>
6. GENERAL DESCRIPTION OF DOCUMENTATION	<p>To accomplish the development of the Consolidated Office Building, the parties will prepare and execute a comprehensive construction and lease agreement providing for the construction of a fully described building and its subsequent lease (with option to purchase) to the County (The Lease)</p>
7. CONDITIONS TO EXECUTION OF THE LEASE	<p>The Lease will be executed when all terms are approved by the Board of Supervisors and the Developer and its execution will serve as authorization to the Developer to seek all required entitlements and approvals.</p>

² The County intends to seek exemption from property taxes for the building on the grounds that it is used exclusively for governmental purposes by an exempt entity.

INYO CONSOLIDATED OFFICE BUILDING TERMSHEET

PROVISION	TERMS
8. CONDITIONS TO COMMENCEMENT OF RENT	Rent under the Lease will commence when 1) a certificate of occupancy (permanent or temporary) has been issued for the Premises; 2) all building systems are in good working order to support the operation of the Premises; and 3) the Tenant Improvements are complete excepting industry standard punch-list items which Developer shall use all reasonable commercial effort to correct within 30 days of Commencement.
9. SCHEDULE FOR COMPLETION AND DELIVERY	<p>Subject only to force majeure as described below, Developer will deliver completed building no later than 23 months after execution of the Lease (the Required Completion Date). Construction is to be scheduled in a manner acceptable to CAO and set forth in the Lease.</p> <p>In the event that Developer fails to complete and deliver the building by the Required Completion Date as provided above, then in addition to any other right or remedy which County may have in connection therewith the County shall be compensated for additional rental costs as follows: If at the expiration of 23 months plus any lease extension (as extended for tolling during the presence of a force majeure condition) the building is not complete and available for occupancy, Developer may keep the Lease in effect for up to nine additional months by paying the County each month one half the cost of occupying their current space. If after the nine additional months the building is not complete, County shall have the right but not the obligation to cancel the Lease.</p>
10. RELEASE OF LIABILITY IN THE EVENT OF FAILURE TO COMMENCE	If, for any reason other than the presence of a force majeure condition, the Developer fails to commence construction within nine months of the execution of the Lease, the County may cancel the transaction and secure a refund of any rental deposits under the Lease and neither party will have any other claim on the other. The nine month period may be extended to eighteen months to account for force majeure tolling, but in no event may it be extended beyond 18 months.

INYO CONSOLIDATED OFFICE BUILDING TERMSHEET

PROVISION	TERMS
<p>11. LIMITATIONS ON ITEMS BEYOND DEVELOPER CONTROL IN FORCE MAJEURE</p>	<p>The provisions of the two preceding scheduling items shall be subject to delay for force majeure which includes strikes, insurrections, fire, earthquake, catastrophic weather conditions, and delays beyond Developer's control. In order for the Developer to successfully allege 'entitlement' delay as "beyond Developer control" Developer must provide complete and continuous information on actual and contemplated contacts with the City of Bishop and to identify <u>in advance</u> approvals the delay of which Developer represents would constitute delay for reasons outside its control.</p> <p>For this purpose force majeure does not apply to any changes in financial conditions which may impair the Developer's ability to acquire the financing he seeks.</p>
<p>12. COUNTY CONTROL OF FUTURE DEVELOPMENT</p>	<p>County shall be granted the right of first refusal on the sale of any part of the remaining portion of the Wye Road & Highway 6 property. In addition the County shall have design input for future development on the remaining portion of the Wye Road & Highway 6 property ("Joseph Property") to be specified in Design Guidelines to be incorporated in the Lease. Any future development shall be compatible in terms of design and materials to the County building. Furthermore, the County shall have first right of offer to lease any additional space developed on the Joseph Property.</p>
<p>13. SUMMARY OF TERMS NON-BINDING</p>	<p>This Summary of Terms does not constitute a legally binding commitment by County or Developer with respect to the matters described herein. This Summary of Terms is only an expression of the general terms on which County is willing to consider either the property transfers or office construction and lease discussed herein and may not contain all material terms to the transaction. A legally binding commitment with respect to the transactions contemplated herein shall be created only after definitive agreements has been negotiated by the parties, approved by the County Counsel, and fully executed and delivered by the parties.</p>

EXHIBIT A

PROJECT DATA:

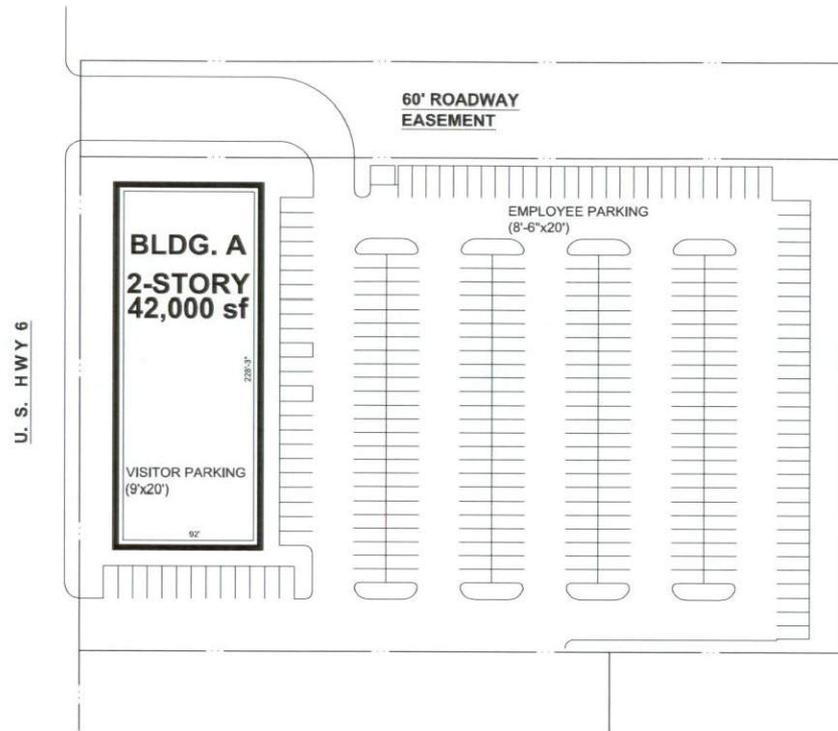
SITE AREA:
GROSS: 5.59 AC (243,500 SF)

ROADWAY EASEMENT:
GROSS: 0.65 AC (28,200 SF)

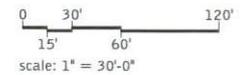
BUILDING A:
GROSS: 3.31 AC (144,320 SF)
BUILDING AREA: 42,000 SF

F.A.R.: .29

PARKING:
REQUIRED: 168 STALLS
PROVIDED: 286 STALLS
(6.8/1,000 SF)



NOTE:
THIS CONCEPTUAL DESIGN PLAN IS BASED UPON A PRELIMINARY REVIEW OF ENTITLEMENT REQUIREMENTS AND ON UNVERIFIED AND POSSIBLY INCOMPLETE SITE INFORMATION, AND IS INTENDED MERELY TO ASSIST IN EXPLORING HOW THE SITE MIGHT BE DEVELOPED.



Inyo County Complex
Bishop, California

Conceptual Site Plan
scheme: 9

IRV07-0193-00
3-1-2012

WARE MALCOMB
Leading Design for Commercial Real Estate
integrated service across north america | waremalcomb.com

EXHIBIT B(a)

PROJECT DATA FOR
INYO COUNTY REGIONAL OFFICE HEADQUARTERS
Bishop, California
January 16, 2012

PROJECT: **1 Office Building totaling 42,000 square feet**
Location: Southeast corner of Main Street and Wye Road, Bishop, CA

Construction Type V-Non rated – with Fire Sprinklers Type B Occupancy

Number of Stories Two

Use Office

Use Zone **Commercial**

Construction: Concrete Tilt-Up Construction
Description 2nd Floor: Wood truss floor framing with ¾" tongue and groove plywood subfloor with 1 ½" 2000psi gypcrete concrete.

Building Clear Height: Office: 14'-0" floor to floor, 14'-0" to roof

Roof System Description: Standard Hybrid Panelized Roof System using Open Web Steel Girders and Open Web Steel Joists with Plywood OSB Roof Decking with Class A - 4 ply built-up roof system. Accent roof mansard to be wood framed gable roof system utilizing prefabricated trusses with plywood sheathing with standing seam metal roof.

Exterior Glazing System: All extruded aluminum sections shall be 2" x 4" front glazed system manufactured by Arcadia or equal. Aluminum finish to be clear anodized aluminum. Glass is to be 1" thick dual pane glass, color to be determined. The glass selected for the exterior glazing system of the building envelope shall be selected for its properties to meet the requirements of the current codes.

Interior Walls: All interior walls shall be constructed utilizing 2x4 standard grade structural lumber with 5/8" Type X gypsum board sheets, taped and finished to a level 4 finish.

Elevator: Elevator to be 2500 lb capacity traveling at 100 feet per minute hydraulic elevator with standard cab finishes, standard elevator doors and standard call buttons.

Fire Sprinkler System: Light hazard

Plumbing: Standard commercial grade fixtures, faucets and valves. All sanitary sewer waste, cold water and hot water system will be plumbed for future tenant improvements capacities.

**Heating Ventilation
Air Conditioning:** Roof mounted package units will be utilized. The units will meet the demands necessary to maintain a temperature of 72 degrees average in office areas with exterior ambient temperature of 100 degrees in the summer 20 degrees in the winter.

Electrical: 277/480 volt, 2000 amperes 3 phase, 4 wire with a main disconnect pull section

Site Utilities: All sewer, water, landscape irrigation, storm drain, electrical, telephone, cable services from utility company point of service will be provided as required.

Estimated Site Area: 144,300 square feet
Estimated Site Coverage: 14.55 % (21,000/144,300) or 29.10% (42,000/144,300)
Parking Provided: 278 parking stalls OR 6:6/1000 Medical / Office
Drive Aisle Widths: Autos: 26' minimum

EXHIBIT B(b)



OUTLINE SPECIFICATIONS

**HIGH COUNTRY LUMBER
INYO COUNTY REGIONAL OFFICE HEADQUARTERS
Bishop, California**

By: KPRS Construction Services, Inc.

January 3, 2012



PROJECT DATA

PROJECT: 1 Office Building totaling approximately 42,000 square feet
(Building Core elements and shell construction only)

LOCATION: Southeast corner of Main Street and Wye Road, Bishop, CA

Construction Type V-Non rated – with Fire Sprinklers Type B Occupancy

Number of Stories Two

Use Office

Use Zone **Commercial**

Office Buildings

Building 42,000 square feet gross

Description 2nd Floor: Wood truss floor framing with 3/4" tongue and groove plywood subfloor with 1 1/2" 2000psi gypcrete concrete.

Roof System Description: Wood framed gable roof system utilizing prefabricated trusses with plywood sheathing with standing seam metal roofing.

Estimated Site Area: 106,600 square feet

Estimated Site Coverage: 19.70 % (21,000/106,600) or 39.40% (42,000/106,600)

Parking Provided: 185 parking stalls

Building Clear Height: Office: 14'-0" floor to floor, 14'-0" to roof

Drive Aisle Widths: Autos: 26' minimum

Fire Sprinkler System: Office: Light Hazard

HVAC: 1 ton per 325sf – Package Units

Electrical: 277/480 volt, 2000 amp. 3 phase, 4 wire with a main disconnect pull section

Elevators: 60A

HVAC: 600A

Lighting: 400A

Power: 225A

Misc. 200A

Site: 200A

Or as required by Electrical Engineer's design and calculations.

Outline Specification



DESCRIPTION: The project consists of one build-to-suit office (shell and core only) building. All site improvements, utilities, etc. shall be part of this package.

SCOPE: All building and site improvements shall be complete in every respect as defined by, but not limited to, the content of the schematic drawings and outline specifications.

CODES: The building shall be Type V, non-rated, B occupancy. All construction shall conform to local and state codes and regulations in effect at the time of first plan check submittal. An independent testing laboratory shall inspect all placement of concrete, reinforcing steel in concrete and all weld plates and field welding.

DIVISION 1 SHELL BUILDING GENERAL REQUIREMENTS

All work shall be in conformance with all applicable codes and regulations. Contractor shall be responsible for coordination of all work to be performed and for conformance to the contract documents.

DIVISION 2 SITEWORK

Earthwork Soils Engineer to verify all site work specifications prior to the commencement of any rough grading. Provide all grading and reshaping of existing site as required to achieve conformance with new finish grade elevations.

Reference to Preliminary Soils Report dated _____ should be included in this specification section. **(No Soils Report Available at this time)**

Surveying A qualified certified surveyor will be utilized for all site staking and surveying.

Site Utilities All sewer, water, landscape irrigation, storm drain, electrical, telephone, cable services from utility company point of service will be provided as required. We will provide the required fire water system with required fire hydrants in accordance to the local fire department. All utilities will be installed up to the public street property line.

Erosion Control A complete SWPPP and erosion control system: which includes temporary sediment basins, straw bales around each catch basins, temporary silt fences, and a minimum 6" section of drain rock over 95% compacted grade at site entrances, will be provided.

Outline Specification



- Irrigation All landscaped areas to be fully irrigated and operated by a central automatic controller. Provide planter drainage per minimum design guideline standards.
- Landscaping All plant material and soil amendments will be installed per minimum local guideline standards and soils report. All landscape and irrigation shall comply with local codes and jurisdiction.
- Walkway Finishes All walkways and sidewalks shall be constructed of natural color concrete, 4" nominal thickness over 90% compacted grade, with construction joints at 6'-0" o.c., with medium broom finish at all sidewalks, and at building entries. Main building entry will have enhanced concrete paving with either exposed or sandblasted concrete finish. Refer to Soils Report for subgrade requirements and modifications.
- Asphalt Concrete Paving Asphalt concrete paving over crushed miscellaneous base will be provided for parking lot and drive aisles. Refer to Soils Report for subgrade requirements and modifications.
- Curbs All curbs, gutters and flow lines shall be constructed of 2,500psi or better concrete in accordance to local private works standards. Refer to Soils Report for subgrade requirements and modifications.
- Trash Enclosures One (1) trash enclosure for (4) trash bins will be provided for the building. (Bins provided by others.). The trash enclosure apron shall be constructed of 5" thick reinforced concrete. The corners of the aprons will be beveled to avoid cracking of the corners. The apron is to be extended a minimum of 10'-0" from the front of enclosure. Enclosure walls to be 6'-0" high concrete tilt-up construction or concrete masonry block with steel gates and hardware with trellis and other architectural features per City Standards. Refer to Soils Report for subgrade requirements and modifications.
- Striping All parking spaces shall be painted for auto parking. Handicapped parking spaces, and traffic directional paving symbols and signage will be installed in accordance to local codes.

DIVISION 3 CONCRETE

- Foundations The foundations system will incorporate a continuous exterior footings and interior pad footings of reinforced concrete below grade for columns and concrete panels with a minimum 2,500 PSI concrete or as required by soils and structural requirements. Verify design with structural engineer and geotechnical report.



Floor Slab-on-grade minimum 5" thick concrete slab with #3 rebar at 18" on center using a minimum 4,000 PSI concrete. 2" clean sand and 10 mil. visqueen will be provided under the complete slab area. All required control and construction joints will be provided. Refer to Soils Report for subgrade requirements and modifications.

Exterior Walls 8 1/2" minimum thick, sacked and patched for paint, reinforced concrete tilt-up panels with 3/4" deep recesses and reveals. All brace bolt and lift point holes in the concrete panels will be filled with dry-pack grout. The building will have continuous concrete parapet.

DIVISION 4 MASONRY - NOT APPLICABLE

DIVISION 5 METALS

Columns Tube steel columns, with required base plates and anchor bolts.

Miscellaneous Metals Concrete panels embeds, steel guards, 3 feet high concrete filled metal pipe bollards, steel roof access ladder will be provided under this section of work.

Roof Trusses All major roof framing to consist of members as determined by the Structural Engineer. Size and length as required. A possible hybrid Vulcraft or equal structural system may be utilized. **The trusses shall be bid and designed to satisfy Fire Water Mainline loads.**

DIVISION 6 WOOD AND PLASTICS

2nd Floor System The second floor structure will be designed using wood frame system with wood trusses, 3/4" tongue and groove plywood subfloor with 1 1/2" 2,000psi gypcrete concrete.

Roof System The roof system shall be constructed of prefabricated roof trusses to form a simple gable roof system sheathed with structural plywood.

DIVISION 7 MOISTURE AND THERMAL PROTECTION

Membrane Roofing The roofing is constructed on standing seam metal roof at a 9 to 12 roof pitch.



Roof Drainage	Interior roof drains will be utilized at street frontages. Roof edge perimeter gutters and downspouts to daylight at face of curb. The roof slope shall be designed at 9 to 12 pitch.
Sealants	Utilize silicone base sealant at all glazing conditions. Exterior concrete panel joints are to receive polyurethane sealant with 1" polyurethane backer rod. Sealants used in walking surfaces shall be polyurethane type.
Sheet Metal	All sheet metal work for the building, complete including reglets, and counter flashing for roofing will be provided. Materials to be galvanized sheet metal, 24 gauge minimum thickness.
Roof Hatch	Provide roof hatch (minimum 2'-6" x 3'-0"). Locate access ladder in 2 nd floor stair, verify exact location with architectural plans.
Insulation	<p>The building envelope which includes the roof horizontal area and exterior vertical wall will be insulated to meet the current requirements of Title 24.</p> <p>All core stairwell shaft walls, elevator shaft walls and toilet room walls will be insulated for sound attenuation using batt insulation.</p>

DIVISION 8 DOORS AND WINDOWS

Entry Doors	At lobby entries a double 3'-0" x 7'-0" narrow stile aluminum and glass system. Aluminum finish to match storefront aluminum system.
Steel Doors	Where required for exterior utility rooms and/or egress man doors a 3'-0" x 7'-0" x 1 3/4" 16-gauge hollow metal steel doors, with 16-gauge steel frames will be provided. Prime and paint as required. (see Division 9, painting).
Hardware	Lock and latch sets shall be Schlage Series D or Yale with lever handle design and removable core with cylindrical locks "key to like". Exterior mandoor to have single-throw mortised hardware. All exterior doors shall be equipped with closures. All hardware shall meet 1997 state UBC codes and ADA requirements for accessibility.



- Aluminum All extruded aluminum sections shall be 2" x 4" front glazed system manufactured by Arcadia or equal. Aluminum finish to be clear anodized aluminum or equal.
- Glass & Glazing Glass to be 1" thick dual pane glass, color per drawings, tempered where required. Spandrel with black backing where indicated. The glass selected for the exterior glazing system of the building envelope shall be selected for its properties to meet the requirements of the current Title 24.
- Weather Stripping All exterior man doors and exterior windows to have continuous weather stripping.

DIVISION 9 FINISHES

- Metal Framing Steel studs shall be 16, 20 and 25 gauge as indicated on drawings or required. Drywall furring channels shall be 25 gauge "hat" sections. Backing plates shall be 10 gauge steel of proper size to accommodate fastenings.
- Gypsum & Drywall All stairwells electrical rooms, elevator shafts, mechanical shafts and electrical rooms will have fullheight gypsum board walls to be constructed as required per the local building codes. The perimeter walls and interior columns will not be furred during the shell portion of the project. Gypsum board thickness is to be minimum 5/8" thick at vertical and 5/8" thick at horizontal surfaces. Type X gypsum board will be utilized.
- Exterior Soffits Exterior soffits to be constructed out of concrete.
- Painting Portions of exterior concrete walls are to be painted and sandblasted. All exposed steel surfaces, hollow metal doors and frames to receive paint: Minimum of (2) coats at exterior finishes. Interior walls will not be painted.

DIVISION 10 SPECIALTIES

- Signage Provide all site and building signage necessary for proper identification of accessible parking areas, fire lanes, building egress, restroom facilities and building address and identification. The address numbers to be minimum 24" high, solid plastic, to be glued to building walls, color by architect. Signage must also include signage for he visually impaired.
- Miscellaneous Provide one Knox Box as required by the local fire marshall.



DIVISIONS 11, 12 AND 13 and 14 - NOT APPLICABLE

Elevator One 2500lb 100fps hydraulic passenger elevator with standard cab size with standard center opening and standard cab finish.

DIVISION 15 MECHANICAL

Plumbing Domestic water will be provided for all restrooms with available supply for future connections. Four valves will be provided for future tie-ins. The building will have a sanitary sewer line for the restrooms with clean outs inside of the buildings running the full length of the front building for future connections.

Fire Protection System On-site hydrants and underground fire water system will be provided as required by local jurisdictions.

Design criteria for the overhead fire sprinkler system shall be light hazard for all office areas, lobbies, stairwells and restrooms.

Unless indicated otherwise all buildings will be fully fire sprinklered. The wet-pipe system will be completely designed in accordance with the following criteria and approved by governing authorities, NFPA and standard insurance underwriter. Sprinkler heads located in suspended ceilings shall be recessed pendant type with chrome plated finish with matching escutcheon.

Exposed area type shall be standard upright type with brass finish. It is assumed that adequate water pressure is available at site without requiring increased piping sizes or booster pumps.

HVAC Roof mounted package units will be provided with self curb, mounting skirt, and drop plenum is included. The units will meet the demands necessary to maintain a temperature of 72 degrees in office areas with exterior ambient temperature of 100 degrees in the summer 20 degrees in the winter. All air distribution and ventilation and VAV boxes will be provided at time of Tenant Improvements.

The HVAC system shall be controlled using standard electronic thermostats for each zone located at key positions within the building for maximum efficiency.



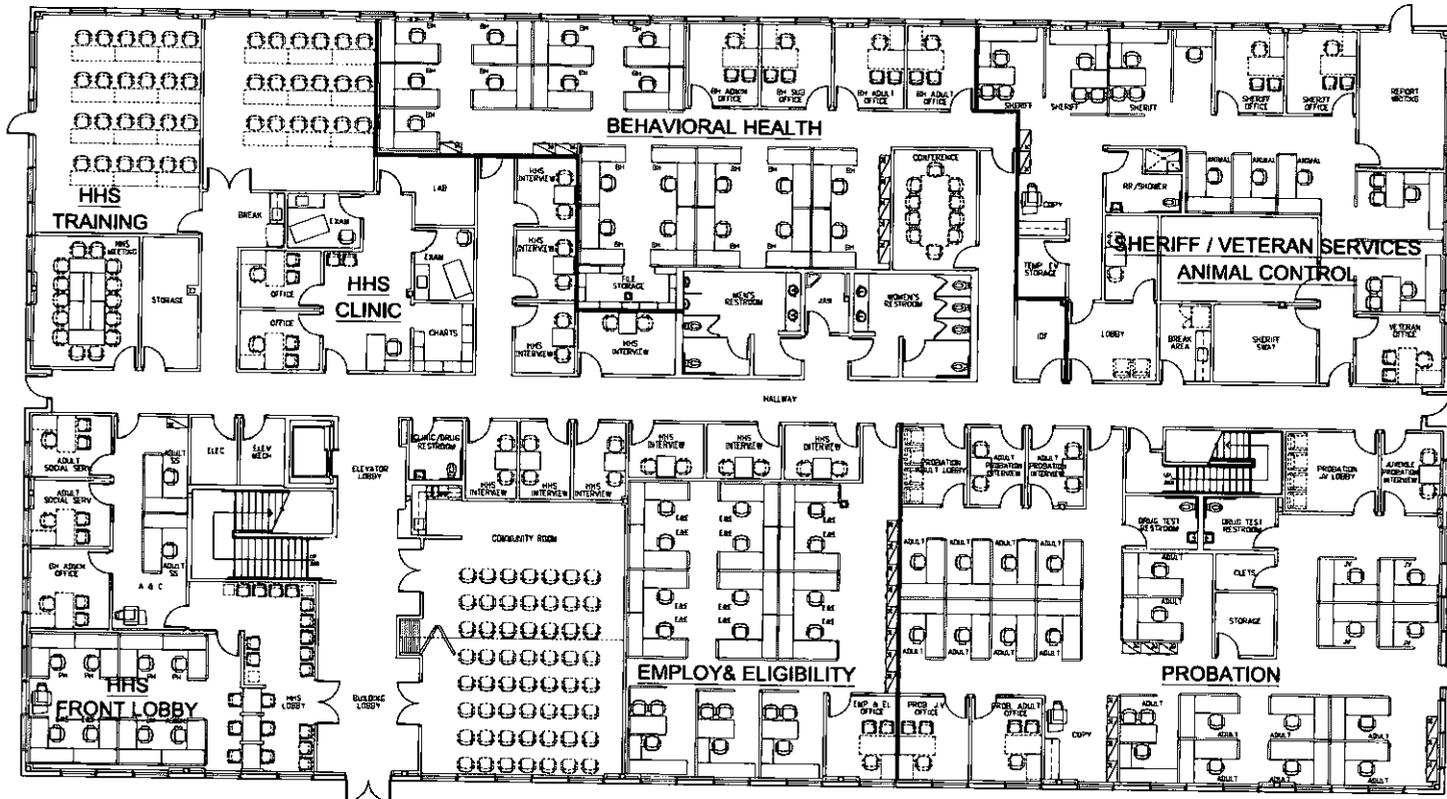
BUILDING INTERIOR

Slab	The slab is to be broom cleaned, free of any tire marks or oil products.
Exit Lights	Electrical powered exit signs, with battery back-up, at all exterior man doors will be provided.
Lobby & Core	In Interior Package, not part of Shell.
Stairwells	A primary stairwell will be constructed of wood with carpet treads and risers, steel handrail and wood cap, painted gypboard walls and ceilings. Two secondary stairwells will be constructed of wood for emergency exit will be provided with painted gypboard walls and ceilings.
Restrooms	In Interior Package, not part of Shell.
Interior Corridors	Interior rated and/or non-rated corridors will not be provided during in Shell.
Interior Doors	All interior doors shall be 3'-0" x 7'-0" wood door with aluminum frames, using commercial grade finish hardware.
Paint Interior	Provide a minimum of two coats of paint, which includes a white base primer coat and a finish coat (Full height).

BUILDING INTERIOR PACKAGE – OFFICE –

Suspended Acoustical Ceiling	Architect and Owner to select all equipment, product and finish colors.
Interior Walls	
Insulation	
Fire Sprinkler Heads	
Fire Extinguisher Cabinets	
Lighting	
Electrical	
Doors/frames	
Mini blinds	
Floor Coverings	
Toilet Partitions	
Toilet Accessories	
Toilet Room Walls	
Color Selections	

EXHIBIT B(c)



FIRST FLOOR

NOTE:
 THIS PRELIMINARY SPACE PLAN REPRESENTS OUR UNDERSTANDING OF THE SPACE PROGRAM REQUIREMENTS AND INCLUDES OUR INTERPRETATIONS OF LOCAL BUILDING CODE REQUIREMENTS. THE FINAL CONSTRUCTION DOCUMENTS ARE SUBJECT TO REVIEW AND COMMENTS FROM THE LANDLORD AS WELL AS LOCAL GOVERNMENTAL AGENCIES. CHANGES TO THE PLAN MAY BE REQUIRED TO ADDRESS COMMENTS AFTER REVIEW OF THE PLANS THROUGH THE PLAN CHECK PROCESS. ALL SQUARE FOOTAGES NOTED ARE PRELIMINARY AND ALSO MAY CHANGE WHEN THE SPACE PLAN IS FINALIZED.



Inyo County Complex

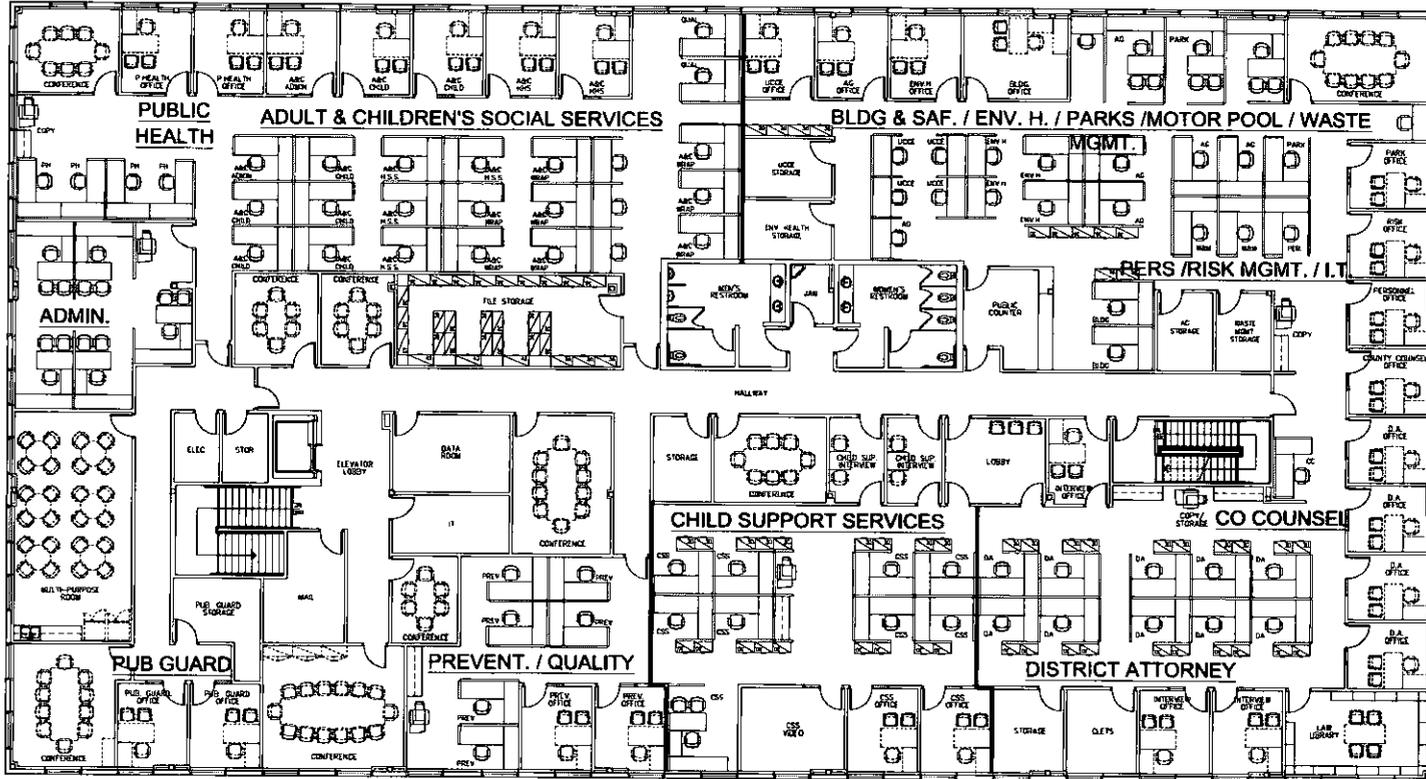
Concept Plan
 Option 6

+/- 41,944 S.F.

IRV07-0193-0P
 11.06.2013

WARE MALCOMB
 Leading Design for Commercial Real Estate

integrated service
 across north america | waremalcomb.com



SECOND FLOOR

NOTE:
 THIS PRELIMINARY SPACE PLAN REPRESENTS OUR UNDERSTANDING OF THE SPACE PROGRAM REQUIREMENTS AND INCLUDES OUR INTERPRETATIONS OF LOCAL BUILDING CODE REQUIREMENTS. THE FINAL CONSTRUCTION DOCUMENTS ARE SUBJECT TO REVIEW AND COMMENTS FROM THE LAND OWNER AS WELL AS LOCAL GOVERNMENTAL AGENCIES. CHANGES TO THE PLAN MAY BE REQUIRED TO ADDRESS COMMENTS AFTER REVIEW OF THE PLANS THROUGH THE PLAN CHECK PROCESS. ALL SQUARE FOOTAGES NOTED ARE PRELIMINARY AND ALSO MAY CHANGE WHEN THE SPACE PLAN IS FINALIZED.



Inyo County Complex

Concept Plan

Option 6

+/- 41,944 S.F.

IRV07-0193-0P
 11.06.2013

WARE MALCOMB
 Leading Design for Commercial Real Estate

integrated service across north america | waremalcomb.com

EXHIBIT C

EXHIBIT C
ESTIMATED TOTAL COST OF DEVELOPMENT
PROPOSED INYO COUNTY CONSOLIDATED OFFICE BUILDING

		<u>Total Cost</u>	<u>Cost Per SF (Bldg)</u>	<u>Pct. Of Total</u>
Building Shell		\$4,201,260	\$100.03	38.3%
Tenant Improvement Allowance	Note 1	\$2,100,000	\$50.00	19.2%
Architecture & Engineering		\$260,000	\$6.19	2.4%
Permits		\$175,000	\$4.17	1.6%
Sitework		\$1,716,558	\$40.87	15.7%
Land		\$604,000	\$14.38	5.5%
Soft Costs		\$1,015,000	\$24.17	9.3%
Financing				
Interim Interest				
Legal, Title, Closing, Appraisal, Consulting				
Cresa-Project Management/Project Setup				
Cresa Commission				
G&A Expenses, Insurance, Taxes and Contingency		\$465,000	\$11.07	4.2%
Developer Fee		<u>\$421,475</u>	<u>\$10.04</u>	<u>3.8%</u>
TOTAL DEVELOPMENT COST	Note 2	\$10,958,293	\$260.91	100.0%

(1) This is the baseline tenant improvement allowance to which the County may add \$5 per square foot or approximately \$210,000 to fulfill all the demising wall elements in the most recent floor plan

(2) This is the stipulated minimum cost in the revised term sheet

ATTACHMENT C

INYO CONSOLIDATED OFFICE BUILDING TERMSHEET

**INYO COUNTY CONSOLIDATED OFFICE BUILDING
TERM SHEET**

**TERMS FOR BUILD-TO-SUIT LEASE ~~AND PROPERTY EXCHANGE AGREEMENTS~~
BETWEEN THE COUNTY OF INYO ("COUNTY") AND
INYO COUNTY DEVELOPMENT LLC (A new entity with members JOSEPH ENTERPRISES JIM
LESLIE, WAYNE LAMB, AND JEFF SHEPARD) ("DEVELOPER")**

Version of: ~~3/07/2012~~ 11/06/2013

PROVISION	TERMS
1. PURPOSE	County and Developer desire to enter into a series of transaction <u>transaction</u> for— the development of an Inyo County Consolidated Office Building to house various County operations now based in multiple locations in Bishop, California (the "Consolidated Building") on property now owned by the Developer, which building will be leased by the County with an option to purchase the building, and as part of the transaction will provide for the exchange by Developer of certain County property immediately south of the City of Bishop on US 395 ("County Jay Street Parcel") for the property parcel underlying the Consolidated Building, and land on the property now owned by Developer ("Josephs' Road Parcel"). The boundaries and size of the properties <u>property</u> to be conveyed are more particularly described in Exhibit A ¹
2. DEVELOPMENT PROGRAM	A- first-class Type V construction office building, tentatively scheduled to contain <u>approximately</u> 42,000 square feet of gross rentable area built to County standards with a stipulated tenant improvement allowance, specified parking, landscaping, etc. as more particularly described in Exhibit B – Preliminary Project Description ²
3. DEVELOPMENT COST	The total development cost of the building, including land, indirect costs, and a stipulated tenant improvement allowance <u>of \$50 per square foot</u> will be at least \$10- million,958,000 including allowances for contractor's fees and Developer charges of no more than 4% of managed costs, as more particularly described in Exhibit C– Initial Estimated Cost ³

¹ This exhibit is in two parts; [a] The site plan showing the proposed County parcel boundary (Josephs' Road Parcel) and [b] the Assessor's map for Jay Street (County Jay Street Parcel).

² ~~This exhibit should be considered only as illustrative as it will be replaced once the revised needs analysis and space program is completed and approved by the Inyo County Board of Supervisors~~

³ See note 2 above

INYO CONSOLIDATED OFFICE BUILDING TERMSHEET

PROVISION	TERMS
6. GENERAL DESCRIPTION OF DOCUMENTATION	<p>To accomplish the development of the Consolidated Office Building, the parties will prepare and execute two documents:</p> <p>1. Aa comprehensive construction and lease agreement providing for the construction of a fully described building and its subsequent lease (with option to purchase) to the County (The Lease)</p> <p>2. A property exchange agreement, which will provide that upon completion and delivery of the completed building the land underlying the County building will be conveyed to the County (and leased to Developer for a period coterminous with the building lease at \$1 per year) in exchange for the County Jay Street Parcel which will be conveyed to the Developer (The Property Exchange Agreement)</p>
7. CONDITIONS TO EXECUTION OF THE LEASE	<p>The Lease will be executed when all terms are approved by the Board of Supervisors and the Developer and its execution will serve as authorization to the Developer to seek all required entitlements and approvals.</p>
8. CONDITIONS TO PROPERTY TRANSFER AND COMMENCEMENT OF RENT	<p>Rent under the Lease will commence and the exchange described in the Property Exchange Agreement will occur upon Substantial Completion. Substantial Completion shall be evidenced when 1) a certificate of occupancy (permanent or temporary) has been issued for the Premises; 2) all building systems are in good working order to support the operation of the Premises; and 3) the Tenant Improvements are complete excepting industry standard punch-list items which Developer shall use all reasonable commercial effort to correct within 30 days of Commencement.</p>
9. SCHEDULE FOR COMPLETION AND DELIVERY	<p>Subject only to force majeure as described below, Developer will deliver completed building no later than 23 months after execution of the Lease (the Required Completion Date). Construction is to be scheduled in a manner acceptable to CAO and set forth in the Lease.</p> <p>In the event that Developer fails to complete and deliver the building by the Required Completion Date as provided above, then in addition to any other right or remedy which County may have in connection therewith</p>

Formatted: Normal, No bullets or numbering
Formatted: Indent: Left: 0"

INYO CONSOLIDATED OFFICE BUILDING TERMSHEET

PROVISION	TERMS
10. RELEASE OF LIABILITY IN THE EVENT OF FAILURE TO COMMENCE	<p>the County shall be compensated for additional rental costs as follows: If at the expiration of 23 months plus any lease extension (as extended for tolling during the presence of a force majeure condition) the building is not complete and available for occupancy, Developer may keep the Lease in effect for up to nine additional months by paying the County each month one half the cost of occupying their current space. If after the nine additional months the building is not complete, County shall have the right but not the obligation to cancel the Lease.</p> <p>If, for any reason other than the presence of a force majeure condition, the Developer fails to commence construction within nine months of the execution of the Lease, the County may cancel the transaction and secure a refund of any rental deposits under the Lease and neither party will have any other claim on the other. The nine month period may be extended to eighteen months to account for force majeure tolling, but in no event may it be extended beyond 18 months.</p>
11. LIMITATIONS ON ITEMS BEYOND DEVELOPER CONTROL IN FORCE MAJEURE	<p>The provisions of the two preceding scheduling items shall be subject to delay for force majeure which includes strikes, insurrections, fire, earthquake, catastrophic weather conditions, and delays beyond Developer's control. In order for the Developer to successfully allege 'entitlement' delay as "beyond Developer control" Developer must provide complete and continuous information on actual and contemplated contacts with the City of Bishop and to identify <u>in advance</u> approvals the delay of which Developer represents would constitute delay for reasons outside its control.</p>
12. COUNTY CONTROL OF FUTURE DEVELOPMENT	<p>For this purpose force majeure does not apply to any changes in financial conditions which may impair the Developer's ability to acquire the financing he seeks.</p> <p>County shall be granted the right of first refusal on the sale of any part of the remaining portion of the Wye Road & Highway 6 property. In</p>

INYO CONSOLIDATED OFFICE BUILDING TERMSHEET

PROVISION	TERMS
13. SUMMARY OF TERMS NON-BINDING	<p>addition the County shall have design input for future development on the remaining portion of the Wye Road & Highway 6 property ("Joseph Property") to be specified in Design Guidelines to be incorporated in the Lease. Any future development shall be compatible in terms of design and materials to the County building. Furthermore, the County shall have first right of offer to lease any additional space developed on the Joseph Property.</p> <p>This Summary of Terms does not constitute a legally binding commitment by County or Developer with respect to the matters described herein. This Summary of Terms is only an expression of the general terms on which County is willing to consider either the property transfers or office construction and lease discussed herein and may not contain all material terms to the transaction. A legally binding commitment with respect to the transactions contemplated herein shall be created only after definitive agreements has been negotiated by the parties, approved by the County Counsel, and fully executed and delivered by the parties.</p>
EXHIBITS	
EXHIBIT A	<p>PROPERTY TO BE EXCHANGED AS PART OF INYO COUNTY USED FOR THE CONSOLIDATED OFFICE BUILDING DEVELOPMENT PROGRAM</p>
EXHIBIT B	<p>(a) Josephs' Road Parcel (b) County Jay Street Parcel</p> <p>PRELIMINARY</p>

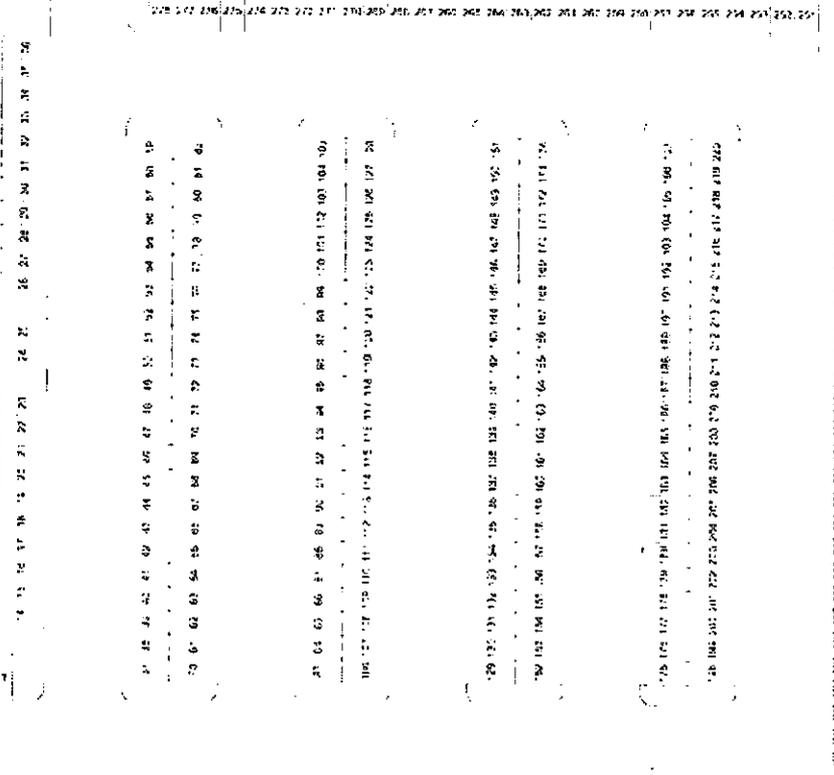
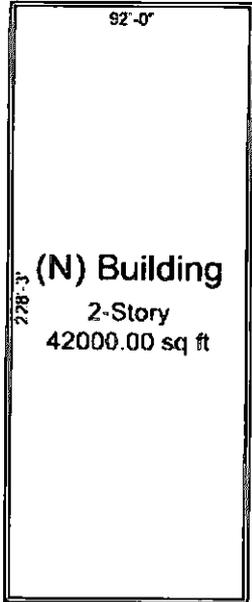
Formatted: Indent: Left: 0"

Formatted: Font: Not Italic

EXHIBIT A(a)

60-Foot Roadway Easement

Building Area: 42,000 SF
 FAR: 0.29
 Parking Provided: 278 Stalls
 Remaining Area: 71,000 SF
Not a Part



N.A.P.
 (Not a Part)

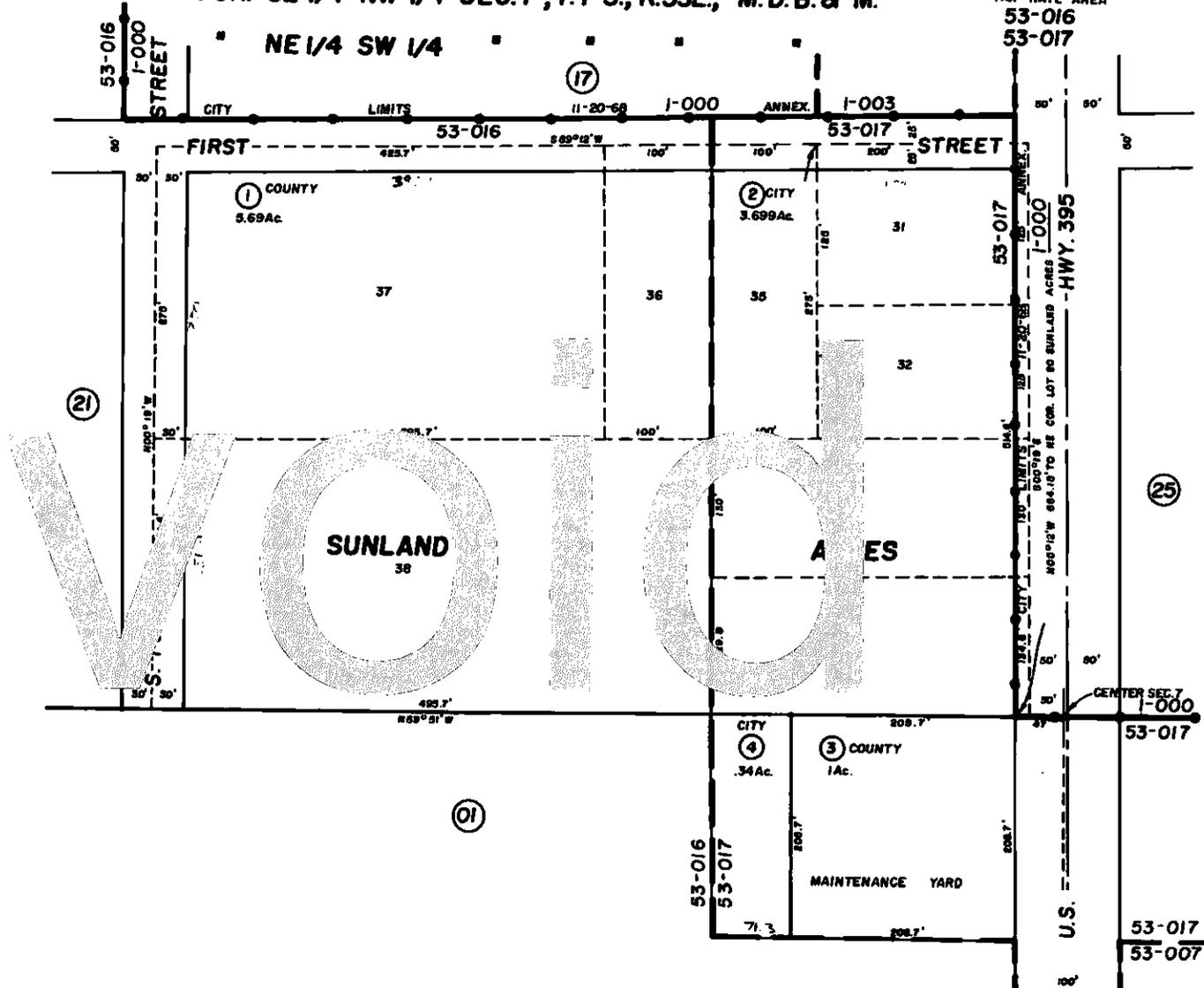
EXHIBIT A(b)

1-30-78
2-14-86

POR. SE 1/4 NW 1/4 SEC. 7, T. 7 S., R. 33 E., M. D. B. & M.

TAX RATE AREA
53-016
53-017

8-24



Assessor's Map Bk. 8 Pg. 24
County of Inyo, Calif.
1950

3-14-86

EXHIBIT B

PROJECT DATA FOR
INYO COUNTY REGIONAL OFFICE HEADQUARTERS
Bishop, California
January 16, 2012

PROJECT: **1 Office Building totaling 42,000 square feet**
Location: Southeast corner of Main Street and Wye Road, Bishop, CA

Construction Type V-Non rated – with Fire Sprinklers Type B Occupancy

Number of Stories Two

Use Office

Use Zone **Commercial**

Construction: Concrete Tilt-Up Construction
Description 2nd Floor: Wood truss floor framing with ¾" tongue and groove plywood subfloor with 1 ½" 2000psi gypcrete concrete.

Building Clear Height: Office: 14'-0" floor to floor, 14'-0" to roof

Roof System Description: Standard Hybrid Panelized Roof System using Open Web Steel Girders and Open Web Steel Joists with Plywood OSB Roof Decking with Class A - 4 ply built-up roof system. Accent roof mansard to be wood framed gable roof system utilizing prefabricated trusses with plywood sheathing with standing seam metal roof.

Exterior Glazing System: All extruded aluminum sections shall be 2" x 4" front glazed system manufactured by Arcadia or equal. Aluminum finish to be clear anodized aluminum. Glass is to be 1" thick dual pane glass, color to be determined. The glass selected for the exterior glazing system of the building envelope shall be selected for its properties to meet the requirements of the current codes.

Interior Walls: All interior walls shall be constructed utilizing 2x4 standard grade structural lumber with 5/8" Type X gypsum board sheets, taped and finished to a level 4 finish.

Elevator: Elevator to be 2500 lb capacity traveling at 100 feet per minute hydraulic elevator with standard cab finishes, standard elevator doors and standard call buttons.

Fire Sprinkler System: Light hazard

Plumbing: Standard commercial grade fixtures, faucets and valves. All sanitary sewer waste, cold water and hot water system will be plumbed for future tenant improvements capacities.

**Heating Ventilation
Air Conditioning:** Roof mounted package units will be utilized. The units will meet the demands necessary to maintain a temperature of 72 degrees average in office areas with exterior ambient temperature of 100 degrees in the summer 20 degrees in the winter.

Electrical: 277/480 volt, 2000 amperes 3 phase, 4 wire with a main disconnect pull section

Site Utilities: All sewer, water, landscape irrigation, storm drain, electrical, telephone, cable services from utility company point of service will be provided as required.

Estimated Site Area: 144,300 square feet
Estimated Site Coverage: 14.55 % (21,000/144,300) or 29.10% (42,000/144,300)
Parking Provided: 278 parking stalls OR 6:6/1000 Medical / Office
Drive Aisle Widths: Autos: 26' minimum

EXHIBIT C

EXHIBIT C
INITIAL ESTIMATED COST (See Note 1)
PROPOSED INYO COUNTY CONSOLIDATED OFFICE BUILDING

	<u>Total Cost</u>	<u>Per Sq. Ft.</u>	<u>Comments</u>
		42,000	Building Area
Building Shell	\$3,886,200	\$92.53	
Tenant Improvement Allowance	\$1,890,000	\$45.00	original allowance offered
Additional Tenant Improvement Allowance	\$210,000	\$5.00	See note 2
Architecture & Engineering	\$271,200	\$6.46	
Permits	\$291,000	\$6.93	
Sitework	\$1,699,000	\$40.45	\$9.85 per square foot of site
Land	\$604,000	\$14.38	\$4.18 per sq.ft.of land
Soft Costs	\$944,250	\$22.48	11.45% of hard costs
Financing	\$120,000		
Interim Interest	\$211,500		
Legal, Title, Closing, Appraisal & Consulting	\$137,750		
Cresa-Project Mgmt/Project	\$385,500		
Cresa-Commission	\$90,000		
G&A Expenses, Insurance, Taxes And Contingency	\$412,500	\$9.82	5% of hard costs
Developer Fee	<u>\$408,300</u>	\$9.72	4% of project costs
	<u>\$10,616,450</u>		

Note 1 - These costs estimates prepared by CRESA Partners are to be considered as illustrative and hypothetical since the ENA provides that in Phase 1b, the proposer prepare both an updated space analysis and a final concept design

Note 2 - This additional allowance is intended to permit a somewhat more generous treatment of tenant fixtures and improvement costs within an earlier submitted budget of \$10.6 million that included higher site improvement costs



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

27

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 3 p.m. Closed Session Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: November 12, 2013

SUBJECT: Desert Renewable Energy Conservation Plan

DEPARTMENTAL RECOMMENDATION: Receive a presentation from Desert Renewable Energy Conservation Plan (DRECP) staff regarding the DRECP and engage in a discussion of the County's potential participation in the Plan.

SUMMARY DISCUSSION: Former Governor Schwarzenegger ordered the development of the Desert Renewable Energy Conservation Plan (DRECP) for the Mojave and Colorado deserts to provide binding, long-term endangered species permit assurances and facilitate renewable energy project review and approvals.¹ The DRECP planning area includes portions of Inyo County: roughly in the Owens Valley to just north of Independence, the Panamint Valley, Death Valley, and other southeast portions of the County. A Renewable Energy Action Team (REAT) was formed consisting of the California Natural Resources Agency, California Energy Commission (CEC), California Department of Fish and Game, Bureau of Land Management (BLM), and the U.S. Fish and Wildlife Service in part to coordinate the DRECP. Other involved State and federal agencies include the California Public Utilities Commission, California Independent System Operator, National Parks Service, and the Department of Defense.

Background

Local governments, including the County of Inyo, were invited to participate on the DRECP Stakeholder Committee with the REAT agencies. In addition to the REAT and other agencies discussed previously, those participating on the Committee include the counties of Kern, San Bernardino, Los Angeles, Imperial, and Riverside, a variety of non-governmental organizations, utilities, renewable energy developers, Native American organizations, and off-highway vehicle associations. Stakeholder meetings were held fairly regularly in the desert region until late in 2012, when budgetary constraints limited such meetings largely to Sacramento. Numerous workshops have also been held over the years to discuss specific issues, such as durability of mitigation on public lands, governance, and mitigation on private lands.

Various documents have been produced as a result of and/or related to this planning effort. These include the following:

- Best Management Practices and Guidance Manual: Desert Renewable Energy Projects
- Interim Process for DRECP Conservation Plan
- Recommendations of Independent Science Advisors for California DRECP and Draft and Final Reports of the Independent Science Panel 2012 for the California DRECP, and DRECP response documents

¹ Refer to <http://www.drecp.org/> for more information regarding the DRECP.

- Baseline Biology Report
- DRECP Preliminary Conservation Strategy
- Description and Comparative Evaluation of Draft DRECP Alternatives

The County has participated in and provided input into these and other Plan components.² The County also recently approved a Memorandum of Understanding (MOU) with the DRECP to participate in development of the Plan and Environmental Impact Report (EIR).

Assembly Bill 13 X1 (Perez, 2011) provided up to \$7,000,000 for specified counties, including Inyo County, to update their General Plans and zoning ordinances to address renewable energy. Within the DRECP, the Counties would have had to have participated in the DRECP. AB 1255 modifies the requirements to also allow counties that enter into an MOU with the CEC consistent with the DRECP Planning Agreement. Staff worked with DRECP staff to develop an MOU acceptable to both parties, which the Board approved; the Board also authorized staff to submit an application to the CEC to update the County's previously rescinded Renewable Energy General Plan Amendment (REGPA) and prepare a related EIR. The County successfully competed for a grant, and is proceeding with this work in consultation with DRECP staff.

Plan Participation

The DRECP is to be a Habitat Conservation Plan under the Federal Endangered Species Act and a Natural Communities Conservation Plan (NCCP) under the California Natural Community Conservation Planning Act. The BLM, in compliance with the Federal Land Policy and Management Act, will consider the DRECP for possible amendments to the California Desert Conservation Area Plan. If the County chooses to participate in the DRECP, it may issue permits under the NCCP. DRECP staff has indicated the intent to begin discussing options for the County's possible participation.

Public Meeting

Staff has worked with DRECP staff to organize a public meeting regarding the DRECP for the evening of November 12, 2013 in the Legion Hall in Independence from 6-8 p.m. More intimate stakeholder meetings are also planned on the November 12 and 13. In addition to the DRECP, topics to be discussed include the County's REGPA.

Next Steps

Staff will continue to work with DRECP staff in developing the Plan and environmental document. Once these are complete, a public review period is anticipated next year.

OTHER AGENCY INVOLVEMENT: Governor Brown, CEC, USFWS, CDFG, BLM, counties of Kern, Los Angeles, Imperial, Riverside, San Diego, and San Bernardino, and other affected agencies and stakeholders.

FINANCING: General funds are utilized to monitor State and federal planning efforts. Funding for the REGPA is being provided by the State through a CEC administered grant.

² Refer to <http://inyoplanning.org/RenewableNewPage.htm> for more information regarding the County's previous participation in the DRECP.

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 11/6/13