

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.

May 13, 2014

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LABOR NEGOTIATOR (Pursuant to Government Code §54957.6)** – Instructions to Negotiators re: wages, salaries and benefits – Title: Water Director – Negotiator – as designated by the Board of Supervisors.
3. **CONFERENCE WITH LABOR NEGOTIATOR (Pursuant to Government Code §54957.6)** – Instructions to Negotiators re: wages, salaries and benefits – Title: Director of Child Support Services – Negotiator – as designated by the Board of Supervisors.
4. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATIONS (Pursuant to Government Code §54956.9(c))** – Meet with legal counsel for discussion and advice regarding potential litigation (one case).
5. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Deputy Sheriff's Association (DSA) - Negotiators: Labor Relations Administrator, Sue Dishion, Information Services Director, Brandon Shults, and Planning Director Josh Hart.
6. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Elected Officials Assistant Association (EOAA) - Negotiators: Information Services Director Brandon Shults, and Labor Relations Administrator Sue Dishion.
7. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) - Negotiators: Information Services Director Brandon Shults, and Labor Relations Administrator Sue Dishion.
8. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICPPOA) - Negotiators: Information Services Director Brandon Shults, and Labor Relations Administrator Sue Dishion.
9. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators: Labor Relations Administrator Sue Dishion, and Information Services Director Brandon Shults.

10. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators' Association (LEAA) - Negotiators: Information Services Director Brandon Shults and Labor Relations Administrator Sue Dishion.

OPEN SESSION

10:00 a.m. PLEDGE OF ALLEGIANCE

11. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
12. **PUBLIC COMMENT**
13. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)

CONSENT AGENDA (Approval recommended by the County Administrator)

HEALTH AND HUMAN SERVICES

14. **Behavioral Health Services** - Request approval of the Contract between the County of Inyo and Crestwood Behavioral Health, Inc., for residential placement for adults in a locked facility or an enhanced board and care in an amount not to exceed \$30,000 for the period of July 1, 2014 through June 30, 2015, contingent upon the Board's adoption of a FY 2014-15 budget; and authorize the Chairperson to sign.
15. **Behavioral Health Services** - Request approval of the Contract between the County of Inyo and Jeannette Sprague, MFT for the provision of mental health services as part of the Mental Health Service Act (MHSA) Community Services and Supports (CSS) Plan in an amount not to exceed \$25,000 for the period of July 1, 2014 through June 30, 2015, contingent upon the Board's adoption of a FY 2014-15 budget; and authorize the Chairperson to sign.
16. **Health Services** – Request approval of the Contract between the County of Inyo and Paradigm HealthCare Services for Medi-Cal Administrative Activities in an amount not to exceed \$80,000 for the period of July 1, 2014 through June 30, 2017, contingent upon the Board's approval of future budgets; and authorize the Chairperson to sign.
17. **Social Services** – Request approval to purchase one 2014 Ford Escape 4x4 from Bishop Ford in an amount not to exceed \$24,340.99 and authorize the Deputy County Administrator to sign all purchase documents.
18. **WIC** – Request approval to purchase (3) HP computers and monitors, (3) Epson DX Voucher Printers, (3) print servers, (3) backup batteries and (1) switch from Southern Computer Warehouse (SCW) in an amount not to exceed \$14,848.92.

PUBLIC WORKS

19. Request approval of Amendment No. 2 to the Contract between the County of Inyo and Blizzard Fire Protection for Fire Extinguisher Services for a three year period, increasing the amount of the Contract by \$1,200 to an amount not to exceed \$14,300, contingent upon the Board's adoption of future budgets; and authorize the Public Works Director to sign the agreement and any amendments.
20. Request approval of a Resolution accepting the improvements and authorizing the recording of a Notice of Completion for the Bishop Airport Electrical Lighting Vault Improvement Project.
21. Request approval of amendment No. 1 to the Lease between the County of Inyo and FedEx Ground Package System, Inc., modifying the existing lease terms by increasing extension option #1 from two years to three years and decreasing the annual inflator from three percent to two percent and adding two additional two year options subject to a three percent annual inflator; and authorize the Chairperson to sign.

ROAD DEPARTMENT

22. Request approval of the 2013-2014 Federal Apportionment Exchange Program and State Match Program Agreement, with the California Department of Transportation in the amount of \$673,353 plus a State match of \$100,000 for a total not to exceed \$773,353; and authorize the Chairperson to sign.

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

23. **HEALTH AND HUMAN SERVICES – Inyo County Growing Older Living With Dignity – Eastern Sierra Area Agency on Aging** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the APAR Program Services Assistant (PSA) positions comes from State and Federal Funds and the General Fund, as certified by the Director of Health and Human Services and concurred with by the County Administrator and the Auditor-Controller; B) where due to the part-time nature of the positions it is unlikely that the positions could be filled by internal candidates meeting the qualifications for the positions, an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of two A-PAR PSA's I at Range 039PT (\$11.02 – \$13.38/hr.) or II at Range 042PT (\$11.78 - \$14.33/hr.) depending upon qualifications.
24. **HEALTH AND HUMAN SERVICES – Behavioral Health Services** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the BPAR Residential Caregiver position exists in the HHS Mental Health Budget, as certified by the Director of Health and Human Services and concurred with by the County Administrator and the Auditor-Controller; B) where it is unlikely that the position could be filled by internal candidates meeting the qualifications for the position, an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of one BPAR Residential Caregiver at Range 053PT (\$15.19 - \$18.49/hr.).
25. **COUNTY ADMINISTRATOR – Information Services** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the Network and Operations Analyst position comes from Health and Human Services, as certified by the Information Services Director and Director of Health and Human Services and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an existing list or an internal recruitment, but an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of one Network and Operations Analyst I through IV at Ranges 68 through 79 (\$4,025 - \$6,344); and authorize to hire at the E step depending on qualifications.
26. **PUBLIC WORKS** – Request Board A) prioritize active Transportation Program (ATP) projects and direct staff to submit applications(s) on the top three ranked projects; B) authorize the submittal of a cover letter agreeing to partner with Caltrans District 9 and to be the primary applicant for a) the South Lone Pine sidewalk project and b) the Meadow Farms North sidewalk project, in the event the two projects are selected for funding; and C) authorize the Public Works Department and County Counsel's Office to enter into any agreements to implement the three proposed projects.
27. **CHILD SUPPORT SERVICES** – Request Board conduct a workshop on the services provided by the Child Support Services Department.

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

- 10:45 a.m. 28. **PUBLIC WORKS** – Request Board

A) receive an update on the Animal Shelter Building Project;

B) make the following findings regarding the Project as recommended by the Planning Commission for the Mitigated Negative Declaration (a) that the project will not have a significant effect on the environment as mitigated; (b) that the Mitigated Negative Declaration reflects the County's independent judgment and analysis; (c) specify that the Public Works Department will be the custodian and the location of the documents and other materials which constitute the record of proceedings upon which the decision is based; (d) adopt the Mitigated Negative Declaration for the Inyo County Animal Shelter Project; and (e) certify that the provisions of the California Environmental Quality Act have been satisfied;

C) approve the Plans and Specifications for the new Inyo County Animal Shelter Project; and

D) authorize the Public Works Director to advertise and bid the Project.

- 11:15 a.m. 29. **WATER DEPARTMENT** – Request Board conduct a workshop to receive a briefing on the dispute between Inyo County and LADWP over vegetation conditions in vegetation parcel Blackrock 94, and the efforts at the Technical Group and Standing Committee to resolve the dispute.

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

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

30. **PUBLIC COMMENT**

CORRESPONDENCE - INFORMATIONAL



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's use
only:
AGENDA NUMBER

14

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

FROM: HEALTH & HUMAN SERVICES: BEHAVIORAL HEALTH

FOR THE BOARD MEETING OF: May 13, 2014

SUBJECT: Approve the Contract between County of Inyo and Crestwood Behavioral Health, Inc.

DEPARTMENTAL RECOMMENDATION:

Request Board approve the contract between the County of Inyo and Crestwood Behavioral Health, Inc. (for residential placement for adults in a locked facility or an enhanced board and care) in the amount not to exceed \$30,000 for the period of July 1, 2014 to June 30, 2015; contingent upon Board's adoption of FY 2014/2015 Budget; and authorize Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Mental Health currently has one LPS conserved individual at Crestwood Behavioral Health, Inc., who is in a locked facility, an Institute for Mental Disorders (IMD), in Vallejo. This individual has resided in the IMD facility for many years. Crestwood provides specialized services that meet both the physical and emotional needs of this person. Crestwood works closely with the deputy conservators and provides treatment updates and planning as appropriate.

ALTERNATIVES:

Crestwood has offered excellent service for vulnerable persons. They are committed to providing service in the least restrictive setting. The conservatees continue to receive quality treatment in this facility. Your Board could choose not to approve this contract. This would jeopardize the placement for the conservatees. Appropriate placements are often difficult to obtain and there is no guarantee that another facility that offers proper care will be found.

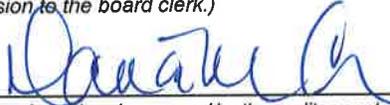
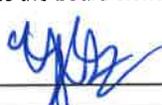
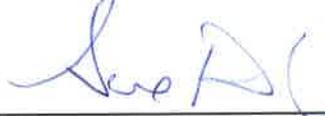
OTHER AGENCY INVOLVEMENT:

Inyo County Courts.

FINANCING:

100% Mental Health Realignment Funds. (clients partially reimburse with SSI payments). This contract is budgeted in Mental Health (045200) in Support & Care (5508). No County General Funds.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>4/23/14</u> 
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved:  Date <u>4/23/2014</u> 
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>✓</u> Date <u>4/25/14</u> 

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: _____

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: July 1, 2014

TO: June 30, 2015

SCOPE OF WORK:

Residential care in a locked Psychiatric Skilled Nursing Facility Provided by Crestwood Behavioral Health Inc. Facility shall maintain skilled nursing licensure and certification. Treatment services to include daily needs: food, bed, monthly barber, hairstyling services, and basic hygiene products. Special needs to be provided: activities, nursing services, special treatment program to provide a structured educational living environment, which provides for each resident's psychosocial needs.

Page 4, Paragraph 11, replaced by the following:

A. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in part by the negligent or international acts, or omissions of CONTRACTOR's officers, directors, agents, employees or subcontractors.

B. COUNTY shall defend, indemnify, and hold harmless CONTRACTOR, its officers, directors, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in part by the negligent or intentional acts, or omission of COUNTY's Board of Supervisors, officers, directors, agents employees, or volunteers.

C. It is the intention of COUNTY and CONTRACTOR that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, COUNTY's Board of Supervisors, and CONTRACTOR's subcontractors. It is also the intention of COUNTY and CONTRACTOR that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, COUNTY's Board of Supervisors and CONTRACTOR's subcontractors.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Crestwood Behavioral Health, Inc.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: July 1, 2014

TO: June 30, 2015

SCHEDULE OF FEES:

Pursuant to Welfare and Institutions Code Section 5902(e), reimbursement for basic services shall be at the rate established by the State Department of Health for nursing facilities plus the rate established for special treatment (patch rate). Current daily rate of \$50.00 Leave of Absence shall be paid at the rate pursuant to the attached IMD Per Diem rates. In addition, County shall pay \$45.00 per month for personal needs money.

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2014

TOTAL WITH ENHANCED SERVICES

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

IMD 18-64

		BASIC	ENHANCED	TOTAL
VALLEJO (37 BED)		185.60	17.00	202.60
		185.60	30.00	215.60
		185.60	50.00	235.60
		185.60	80.00	265.60
REDDING WELLNESS AND RECOVERY		185.60	10.00	195.60
		185.60	20.00	205.60
		185.60	40.00	225.60
		185.60	50.00	235.60

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2014

TOTAL WITH ENHANCED SERVICES

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

NON IMD 18-64

STOCKTON			30.00	30.00
			32.00	32.00
			50.00	50.00
			75.00	75.00
SUB ACUTE			NEGOTIABLE	
NON MEDI CAL	185.60		14.00	199.60
MODESTO			30.00	30.00
			32.00	32.00
			50.00	50.00
			75.00	75.00
SUB ACUTE			NEGOTIABLE	
NON MEDI CAL	185.60		14.00	199.60
FREMONT GTC NON MEDI CAL	215.26		118.00	333.26
NEURO-BEHAV			118.00	118.00
CONVERSION(REQUIRES PRIV ROOM)				257.34
CRESTWOOD MANOR FREMONT	0.00		28.00	28.00
	0.00		50.00	50.00
			80.00	80.00
			118.00	118.00

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2014

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

MENTAL HEALTH REHAB CENTERS

SACRAMENTO	MHRC	198.00
	SUB ACUTE	239.00
SAN JOSE		236.00
	PREGNANT	246.00
VALLEJO	LEVEL 1	292.00
	LEVEL 2	248.00
	LEVEL 3	220.00
	LEVEL 4	207.00
ANGWIN	LEVEL 1	283.00
	LEVEL 2	226.00
	LEVEL 3	184.00
BAKERSFIELD	LEVEL 1	239.00
	LEVEL 2	530.00
EUREKA		249.00

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2014

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

PSYCHIATRIC HEALTH FACILITIES

SACRAMENTO	778.68
SAN JOSE	870.00
INDIGENT	970.00
SOLANO	805.00
KERN	850.00
AMERICAN RIVER	724.22

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2014

COMMUNITY CARE CENTERS

BRIDGEHOUSE(EUREKA)	DAY TREATMENT	140.00
	RCFE	113.00
	ARF	90.00
	BRIDGE	160.00
OUR HOUSE		100.00
BRIDGE(KERN)		160.00
AMERICAN RIVER RESIDENTIAL		105.00
PLEASANT HILL BRIDGE		105.00
PLEASANT HILL PATHWAYS		155.00
FRESNO		160.00
VALLEJO RCFE		110.00

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2014

GEROPSYCH 65+

	ENHANCED	TOTAL
STOCKTON	0	0.00
	20.00	20.00
	50.00	50.00
	SPECIAL	
VALLEJO	0	0.00
	20.00	20.00
	50.00	50.00
	SPECIAL	
MODESTO	0	0.00
	20.00	20.00
	50.00	50.00
	SPECIAL	
REDDING GTC	0	0.00
	20.00	20.00
	50.00	50.00
	SPECIAL	
CRESTWOOD MANOR-FREMONT	0.00	0.00
	20.00	20.00
	28.00	28.00
	50.00	50.00



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 15

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

FROM: HEALTH & HUMAN SERVICES – Behavioral Health

FOR THE BOARD MEETING OF: May 13, 2014

SUBJECT: Approval of the contract between County of Inyo Behavioral Health Mental Health Services Act (MHSA) and Jeanette Sprague, MFT.

DEPARTMENTAL RECOMMENDATION:

Request Board approve the contract between the County of Inyo and Jeanette Sprague, MFT for the provision of mental health services as part of the Mental Health Service Act (MHSA) Community Services and Supports (CSS) Plan in an amount not to exceed \$25,000.00 for the period of July 1, 2014 to June 30, 2015, contingent upon Board's adoption of FY 2014/2015 Budget and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The MHSA CSS plan has included a contract position for a bilingual clinician. The Behavioral Health Division had generated a Request For Qualifications (RFQ) in order to award the contract. Ms. Sprague, MFT was the successful respondent to the RFQ. Ms. Sprague will continue to provide mental health outreach and engagement services, primarily to the un-served or underserved Hispanic population. These services will again include mental health presentations, wellness groups and counseling as well as other outreach activities as outlined in the CSS Plan. This year she has provided services to upwards of twenty five Spanish-speaking families in various capacities. She has also worked with the bi-lingual Health and Human Services Specialist to provide strategies and to look for ways to engage Latino families. She has provided weekly outreach contacts in the community, including the homes, and has continued to work to build trust with the Latino population. She has also continued to participate in the successful Parent Child Interactive Therapy (PCIT) training and supervision. This provides us with capability to continue to provide this intervention in Spanish where needed. Finally, Ms. Sprague participates in collaborative community meetings to represent the Behavioral Health Division on Latino issues. We are fortunate to have her work as part of these efforts.

ALTERNATIVES:

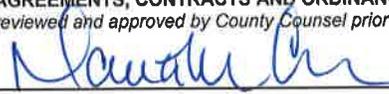
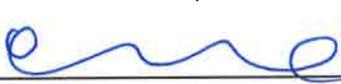
Your Board could choose not to approve this contract. This would severely impact a working relationship with a quality bilingual provider and limit access and availability to bilingual mental health services under MHSA.

OTHER AGENCY INVOLVEMENT:

The MHSA CSS Plan was developed with input from Consumers, Family Members, Agencies and other Community Stakeholders.

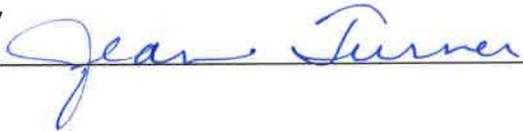
FINANCING:

MHSA funds and MediCal reimbursement, including EPSDT, where appropriate. This expense will be budgeted in Mental Health (045200) in Professional Services (5265). No County General Funds.

APPROVALS	
COUNTY COUNSEL: yes	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>4/23/14</u> Date:
AUDITOR/CONTROLLER: yes	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>4/24/2014</u> Date:
PERSONNEL DIRECTOR: ✓	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: <u>4/25/14</u> Date:

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 4-25-14

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Jeanette Sprague, MFT
FOR THE PROVISION OF Mental Health SERVICES**

TERM:

FROM: July 1, 2014 **TO:** June 30, 2015

SCOPE OF WORK:

Contractor shall provide up to the 10 (ten) hours per week of outreach and mental health services under the Mental Health Services Act (MHSA) and/or the California MediCal Programs directed by the Behavioral Health Director, her designee, and/or the MHSA Steering Committee. Such services will include community outreach, presentations, care coordination, assessment, individual or family counseling, group counseling and other related services in various settings as assigned. These setting could include the Wellness Centers, office, satellite offices, homes, schools, primary care settings and other community settings. Contractor will maintain the appropriate timely documentation.

Services to be provided by Contractor are expected to conform with the best practices and industry standards in this area.

Services to be provided by Contractor are not limited in any way to County working hours, scheduling or holidays.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Jeanette Sprague, MFT
FOR THE PROVISION OF Mental Health SERVICES**

TERM:

FROM: July 1, 2014 **TO:** June 30, 2015

SCHEDULE OF FEES:

The fee for authorized services pursuant to this Agreement is payable at the rate of \$60.00 per hour.

Contractor will be paid or reimbursed for authorized travel expenses and/or per diem including motel expenses at the rate established by the County.



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

FOR THE BOARD MEETING OF: May 13, 2014

SUBJECT: Contract between County of Inyo and Paradigm HealthCare Services for the provision of Medi-Cal Administrative Activities.

DEPARTMENTAL RECOMMENDATION:

Request Board approve the contract between the County of Inyo and Paradigm HealthCare Services for Medi-Cal Administrative Activities, in an amount not to exceed \$80,000 for the period of July 1, 2014 through June 30, 2017, contingent upon approval of future budgets, and authorize the Chairperson to sign the contract.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Health and Human Services is continuing to access the claiming mechanism for drawing down Federal funds for specific health-related activities. As part of the Local Governmental Agency (LGA) function, Health and Human Services will be responsible for preparing and processing claims for several claiming units within the department.

During the last contract period Paradigm changed the way that they are reimbursed for payment from a 12.5 percentage of the invoice amounts to \$125 per time survey participant that is listed on the quarterly invoice that is submitted to the State. For FY 09/10 there were 76 time survey participants, resulting in a \$9,500 payment to Paradigm for that year. If the methodology from the prior years had been used the invoice would have been \$14,250, an increase of \$4,750. This methodology has proven to be favorable to Inyo County, however, the amount of participants could very well fluctuate during this year, and the contract amount allows for fluctuation, due to vacancies, in future years. This methodology of reimbursement will also allow the LGA to claim a portion of this charge as a MAA related expense and get reimbursement for some of these costs. Additionally this past year the Federal CMS program negotiated with the State Department in regards to time survey methodology and at this point LGA's with under 100 participants have to time survey 100% of their time (daily). Paradigm has created a system, which we have access to, for our employees to enter their time in order to continue to participate in the MAA program and access this much needed funding source.

ALTERNATIVES:

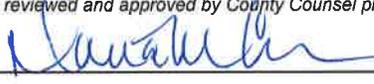
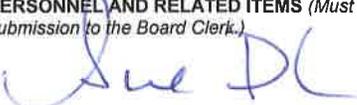
The Board could choose not to approve the contract. Without the support of Paradigm, the Department will risk audit exceptions, and lower revenues, and would not have access to a time survey program for the participants.

OTHER AGENCY INVOLVEMENT:

Department of Health Care Services

FINANCING:

The contractor will be paid \$125 for each time survey participant claimed on the MAA invoice for each claiming unit each quarter for FY 13/14, FY 14/15, and FY15/16. The funds used to pay this expense are Health Realignment and State Health funds. This expense is budgeted in Health (045100) in Professional Services (5265), and will be budgeted there in future years.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> <u>4/23/14</u> Date:
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> <u>4/24/14</u> Date:
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: <u>✓</u> <u>4/25/14</u> Date:

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 4-25-14

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Paradigm HealthCare Services
FOR THE PROVISION OF Medi-Cal Administrative Activities SERVICES**

TERM:

FROM: 07/01/2014

TO: 06/30/2017

SCOPE OF WORK:

Contractor will perform the following MAA Administrative, Monitoring and Invoice Preparation Activities for Inyo County LGA and Participating community-based organizations:

- a. MAA Gateway Technology – Paradigm will provide MAA Gateway technology for daily log or RMS time survey methodology as applicable, and subject to the terms and conditions of the Software License and Terms of Use. Notwithstanding such agreement, this Agreement shall control in the event of any disputes between the parties, the terms and conditions of this Agreement shall govern such disputes.
- b. MAA Gateway Training – Paradigm will provide training in use of the MAA Gateway and preparation of online time survey and claim plan management.
- c. Time Survey Data Processing – Paradigm will provide time survey data processing for either daily log or RMS methodology.
- d. MAA Claim Plan – Paradigm will assist the LGA with the development and submission of required MAA Claim Plans encompassing each claiming unit (e.g. Nursing, Healthy Start) in accordance with the DHCS MAA Claim Plan instructions. LGA Will have final authority to approve such MAA Claim Plans before submission to DHCS.
- e. Training – Paradigm will provide key staff, which has been mutually agreed upon by Paradigm and LGA, with the appropriate training to adequately complete time surveys and understand program activity codes.
- f. Documentation for Claim Submission – Paradigm will assist LGA in the calculation of direct charge rates, provided that LGA supplies Paradigm with the information necessary to make such calculation in accordance with the claim guidelines as expressed in the MAA Claim Plan as approved by DHCS. LGA will have final approval of the MAA claims submissions prepared by Paradigm.
- g. Agency Coordination – Paradigm will coordinate the submittal of MAA Claim Plans and Claims to the County MAA Coordinator and provide information requested by regional, State and Federal agencies as related to the MAA Claim Plans and claims submitted thereunder.

LGA's MAA Obligations:

a. MAA Claim Plan – LGA will provide to Paradigm all pertinent information needed for developing each MAA Claim Plan in a timely manner. LGA will designate individuals to serve as Paradigm contacts for the collection of such information.

b. Training – LGA will ensure that appropriate personnel attend training and are trained to complete the annual time survey.

c. DHCS required Time Survey – If consistent with LGA’s MAA Claim Plan, LGA will submit to Paradigm each time survey that is required by DHCS for each participant on an annual basis or other time frame requirement as selected by the State using DHCS approved documentation. All time surveys will be submitted to Paradigm no later than thirty (30) days after the end of the month in which the time survey was completed.

d. MAA Claim Submittal – LGA will submit to Paradigm all elements needed to complete the detailed MAA Claim form for the provider unit that undertook the activities for which reimbursement is sought. Documentation will be submitted to Paradigm no later than sixty (60) days after the end of the quarter for which the claim is to be submitted.

e. Reasonable Efforts – In addition to the specific obligations set forth above, LGA will take such other reasonable actions as Paradigm may request to facilitate Paradigm’s provision of services under this Agreement.

Protection of Confidential Information

a. Definition – “Confidential Information” shall mean all information disclosed by either party to the other that, at the time of disclosure: (i) is clearly marked “confidential” or “proprietary;” (ii) is otherwise disclosed under circumstances of confidence; or (iii) reasonably should be understood by the receiving party to be confidential. LGA Confidential Information shall include without limitation all LGA client personnel or healthcare data and shall exclude any information that is or becomes publicly known through no fault of Paradigm, is already known by Paradigm at the time of disclosure, or is rightfully received or independently developed by Paradigm after disclosure. Paradigm’s Confidential Information shall include without limitation all business, marketing, technical, financial, customer, supplier, or other information, data entry means, processed claiming data, instructions, management reports, data file specifications, instructional materials, algorithms, software, forms, boilerplate plans, technologies, and know-how related to making eligibility determinations, and data and results derived from the foregoing.

b. Protection of Confidential Information – Each party shall use reasonable and appropriate measures to safeguard and keep confidential all Confidential Information of the other party and shall not disclose, use, or copy any Confidential Information except as necessary to perform its obligations hereunder. Such reasonable and appropriate measures shall be no less than the measures taken by each to protect its own confidential information of a similar nature. Each party may disclose Confidential Information of the other party to its responsible employees and independent contractors providing such employees and independent contractors have a need to know such Confidential Information for purposes of fulfilling the party’s obligations hereunder, have been informed of the confidentiality provisions of the Agreement, and have agreed in writing to be bound by such provisions to the same extent as the parties. Each party shall be responsible for any breach of the confidentiality provisions of this Agreement, and have agreed in writing to be bound by such provisions to the same extent as the parties. Each party shall be responsible for any breach of the confidentiality provisions of the Agreement by its employees and independent contractors.

c. Retention of Confidential Information – LGA authorizes Paradigm in its discretion to dispose of service documentation (including but not limited to paper-based documentation such as time surveys) in a manner that preserves the confidentiality of such documentation provided that no documentation of Medi-Cal eligible services shall be discarded earlier than five years after the

service date and no documentation of services that are not Medi-Cal eligible shall be discarded earlier than one (1) year after the service date.

d. Direct Control by LGA – The parties acknowledge that, notwithstanding any other provision of the Agreement, LGA has taken reasonable and appropriate steps to ensure that Paradigm’s practices with respect to confidential information comply with HIPAA requirements and LGA remains legally responsible for any HIPAA violations that may occur in the course of Paradigm’s performance of services under this Agreement.

e. Lawful Disclosure – This Section shall not be construed as prohibiting either party from disclosing information to the extent required by law, regulation, or court order, provided such party notifies the other part promptly after becoming aware of such obligations and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure.

f. Continuing Obligations – The obligations contained in this Section shall survive for a period of twenty (20) years after the expiration or termination of this Agreement.

Accuracy of Information – LGA shall use its best efforts to ensure that the information supplied to Paradigm hereunder shall be true, complete, and accurate in all respects. LGA assumes sole responsibility, and Paradigm shall have no liability, for the truth, completeness and accuracy of all information supplied to Paradigm.

No Provision of Legal, Medical or Healthcare Advice – LGA acknowledges that Paradigm is not providing LGA with legal, medical or healthcare information or services and that any forms, software, and other materials supplied to LGA hereunder are not intended to provide legal, medical, or healthcare advice.

Limitation of Liability – Except as specified in Section 11 (Defense and Indemnification), Paradigm shall not be liable to LGA for any incidental, indirect, consequential, special, or punitive damages arising out of or relating to this Agreement, including without limitation damages for lost reimbursements, lost healthcare services, or lost data, regardless of whether Paradigm has been advised of the possibility of such damages, and regardless of whether the claim for damages sounds in contract, tort or other form of action. In no event shall Paradigm’s total liability for damages to LGA arising out of or related to this Agreement exceed the net fees paid to Paradigm hereunder during the six (6) month period preceding the date on which the first claim alleged to give rise to damages occurs, regardless of the number of claims, causes of action or amount of the alleged losses.

Indemnification – Section 11 is modified by the addition of the following paragraph: LGA shall defend, indemnify and hold harmless Paradigm, its officers, directors, employees, agents and shareholders against and from any and all claims, demands, losses, obligations, proceedings, debts, damages, causes of action, liability, costs and expenses (including reasonable attorney’s fees and costs), whether accrued or paid, arising directly or indirectly from, or relating to any of LGA’s actions arising out of this Agreement.

Paradigm Proprietary Rights – LGA acknowledges and agrees that Paradigm retains all right, title, and interest including without limitation all intellectual property rights, in and to Paradigm’s Confidential Information (as defined above) and all forms, materials, submissions, and software prepared or supplied by Paradigm. Except as and to the extent otherwise provided in this Agreement, neither this Agreement nor Paradigm’s performance of the Services shall give LGA any ownership interest in or license to any of Paradigm’s intellectual or other property.

ATTACHMENT B

AND **AGREEMENT BETWEEN COUNTY OF INYO**
Paradigm HealthCare Services
FOR THE PROVISION OF Medi-Cal Administrative Activities **SERVICES**

TERM:

FROM: 07/01/2014 **TO:** 06/30/2017

SCHEDULE OF FEES:

Payments to Contractor will be equal to \$125.00 multiplied by the sum of: (i) the number of Time Survey Participants claimed on the MAA Invoice for each claiming unit that fiscal quarter and (ii) the number of individuals identified as a direct charge in the MAA Invoice for each claiming unit for that fiscal quarter. Paradigm will invoice Inyo County Local Government Agency (LGA) quarterly based on MAA payments received by Inyo County LGA from the Department of Health Care Services (DHCS).

Total contract amount is not to exceed \$80,000. Payments will be made to contractor when funds are received from DHCS.

Contractor will complete all work on invoices by December of the subsequent fiscal year and will be available to assist the LGA in responding to DHCS questions regarding those claims through June of the subsequent fiscal year.

In the event that the foregoing fee arrangements or any part thereof is or becomes inconsistent with applicable state or federal law, regulation, or court order, Paradigm may, in its sole discretion, and on thirty (30) days written notice, substitute a new fee arrangement. Provided however, such substitute fee arrangements shall not increase the total amount LGA would otherwise have been required to pay Paradigm for services under this agreement.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

17

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

FROM: HEALTH & HUMAN SERVICES – CBCAP

FOR THE BOARD MEETING OF: May 13, 2014

SUBJECT: Purchase of vehicle for Tecopa area

DEPARTMENTAL RECOMMENDATION:

Request Board approve the purchase of one (1) 2014 Ford Escape 4x4 from Bishop Ford, Bishop, in an amount not to exceed \$24,340.99, and authorize the Deputy County Administrator to sign all purchase documents.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Motor pool sought bids for the purchase of this vehicle from several vendors: Bishop Ford, Bishop, Perry Motors, Bishop, Hunter Dodge, Lancaster, Raceway Ford, Downtown Ford, Sacramento, and Chevrolet of Watsonville. Please refer to the County of Inyo Bid Tabulation form for the bid summary.

We are requesting the purchase of a 4x4 vehicle for the Tecopa site, to insure that they have reliable transportation. The Tecopa staff has a multitude of duties, and some of those duties include travel to the Bishop site for meetings, transportation of children for Child Welfare, delivery of meals to seniors, medical transportation for seniors and assisting seniors in homemaking services. Currently the vehicles out in Tecopa experience extreme weather conditions and it is important that vehicles are purchased often enough that there is reliable transportation for the staff. HHS will replace an older vehicle with this new vehicle in Tecopa and move the older vehicle to another HHS program.

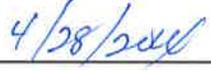
ALTERNATIVES:

Your Board could choose not to approve the purchase of this vehicle which could impact Tecopa's ability to have reliable transportation.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Tecopa vehicle – 100% State Funds, the funding is already in the CBCAP fund balance. Unspent funding from prior years has been recognized to purchase this vehicle. This vehicle is budgeted in the CBCAP (642513) budget. No County General Funds.

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: _____

COUNTY OF INYO BID TABULATION

Project Title & Bid Number: MP 2014 MAR

Bid Opening Date: 4/18/2014 **Location:** BISHOP ADMIN

#	BIDDER NAME	Bid Amount A	Bid Amount B	Bid Amount C	Bid Amount D	Bid Amount E	Bid F
---	-------------	-----------------	-----------------	-----------------	-----------------	-----------------	----------

1.	BISHOP FORD, BISHOP	2014 Ford Escape 4x4 \$24,340.99					
2.	PERRY MOTORS, BISHOP	2014 Toyota Rav4 LE AWD \$26,084.27	2014 Toyota FJ Cruiser 4x4 \$31,941.11				
3.	HUNTER DODGE, LANCASTER						
4.	RACEWAY FORD	2014 Ford Escape 4x4 \$24,498.83					
5.	DOWNTOWN FORD, SACRAMENTO	No response					
6	CHEVROLET OF WATSONVILLE	No response					

Opened by: _____

Present: _____



DEALER BID SHEET

VEHICLE BID TYPE

Year, Make and Model 2014 FORD ESCAPE SE 4WD

DELIVERY TIME

The vehicle(s) will be delivered to Bishop, CA 93514 100 days following award notification.

DISCOUNT

Indicate dollar amount of discount, if any, for early payment, the time period during which the discount would be valid.

Amount of Discount \$ 0 (Dollar amount taken from Base Price)

Discount Period 0 days after receipt of vehicle.

PRICE

Base Price	\$ <u>22,433.00</u>
Subtotal	\$ <u>22,503.00</u>
Sales Tax 8 %	\$ <u>1,800.24</u>
CA Tire Fee	\$ <u>8.75</u>
DMV Electronic Filing Fee	\$ <u>29.00</u>
Total Price	\$ <u>24,340.99</u>

NOTE: A Completed bid package must be returned no later than:

APRIL 18, 2014

To: Inyo County Motor Pool
163 May St
Bishop, CA 93514

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID

AGREEMENT

VEHICLE:

Year: 2014 Make & Model FORD ESCAPE SE 4WD

We hereby agree to furnish the vehicle as specified above the prices and terms stated, to Inyo County Motor Pool, subject to the instructions and specifications set forth in the attached bid documents.

Executed at BISHOP California April 18th 2014.

Company: BISHOP FORD

Address: 1440 US HWY 6

City: BISHOP

State: CALIFORNIA

Signature: 
Print Name: RYAN NARANJO

Contact Information:

Phone: (760) 873-4291
Fax: (760) 873-7196

Email: RYANNARANJO@hotmail.com

EXCEPTIONS TO SPECIFICATIONS

- ① VEHICLE ONLY IS AVAILABLE WITH 4 ALL SEASON TIRES
- ② SPARE IS TEMPORARY, 2/3 THE WIDTH OF FULL SIZE
- ③ VEHICLE IS ONLY AVAILABLE WITH STANDARD STRUTS IN THE FRONT AND STANDARD SHOCKS IN THE REAR.
- ④ ESCAPE IS NOT AVAILABLE WITH TRADITIONAL BUMPERS
- ⑤ REAR AIR DUCTS UNDER SEAT FOR A/C & HEATER

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID

VEHICLE BID FORM
INYO COUNTY MOTOR POOL BID NO: MP 2014 MAR

Item #1

BID ITEM: (1) ONE 2014 OR NEWER MIDSIZE 5-PASSENGER UTILITY 4X4

MINIMUM BID SPECIFICATIONS

DESCRIPTION (Please place a "checkmark" in the appropriate column)	COMPLY	EXCEPTION
178-280 HORSEPOWER	✓	
AUTOMATIC TRANSMISSION W/OVERDRIVE	✓	
MAINTENANCE FREE BATTERY (72 AH)	✓	
CALIFORNIA EMISSIONS	✓	
ADAPTIVE ENERGY-ABSORBING STEERING COLUMN	✓	
CRUISE CONTROL	✓	
AM/FM STEREO RADIO W/IN DASH CD PLAYER	✓	
POWER STEERING	✓	
POWER DOOR LOCKS, WINDOWS AND MIRRORS	✓	
KEYLESS ENTRY REMOTE (2)	✓	
HANDS FREE VOICE ACTIVATED BLUETOOTH	✓	
ILLUMINATED ENTRY	✓	
CLOTH UPHOLSTERY	✓	
FULL PACKAGE GAUGES	✓	
FLOORMATS, CARPETED, FRONT & REAR	✓	
HALOGEN HEADLIGHTS, AUTO ON/OFF HEADLAMPS, FRONT FOG LAMPS	✓	
FRONT AND REAR AIR CONDITIONING W/HEATER	✓	⑤
INTERMITTENT WIPERS/WASHER & DEFROST	✓	
DUAL FRONT AIR BAGS (MINIMUM)	✓	
SUPPLEMENTAL SIDE CURTAIN AIR BAGS	✓	
ESCAPE COMES STANDARD WITH 7 AIRBAGS	✓	
FIVE (5) ALL SEASON TIRES		✓ ①
FOUR-WHEEL TRACTION CONTROL	✓	
FRONT & REAR INDEPENDENT SUSPENSION	✓	
FULL SIZE STEEL SPARE WHEEL		✓ ②
TIRE PRESSURE MONITORING SYSTEM	✓	
FOUR WHEEL ANTI-LOCK BRAKE SYSTEM	✓	

INYO COUNTY MOTOR POOL BID NO: MP 2014 MAR

Item #1 Continued

BID ITEM: (1) ONE 2014 OR NEWER MIDSIZE 5-PASSENGER UTILITY 4X4

MINIMUM BID SPECIFICATIONS

DESCRIPTION (Please place a "checkmark" in the appropriate column)	COMPLY	EXCEPTION
HEAVY DUTY FRONT & REAR SHOCKS	?	? ③
QUADRO TRAC(R) FULL-TIME 4WD SYSTEM	↓	.
FOUR WHEEL DRIVE	↓	
FOUR WHEEL DRIVE WITH INTELLIGENCE - AUTO ENGAGE	↓	
FRONT AND REAR BUMPERS	✓	✓ ④
STANDARD WARRANTY	✓	
SUBMIT COLOR CHART WITH BID	✓	
Total of 3 keys -Two keys with remote entry fob and 1 extra keys without entry fob	✓	



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: HEALTH & HUMAN SERVICES – Women, Infants and Children

FOR THE BOARD MEETING OF: May 13, 2014

SUBJECT: Request approval to purchase Women, Infants and Children (WIC) Desktop Computers and Printers

DEPARTMENTAL RECOMMENDATION:

Request the Board approve the Purchase of 3 HP Computers and monitors, 3 Epson DX Voucher Printers, 3 Print Servers, 3 Backup Batteries and 1 switch from Southern Computer Warehouse (SCW), in an amount not to exceed \$14,848.92.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

State WIC has provided the Inyo County WIC program with \$20,000 to update their IT equipment this year. It is State WIC's goal to insure that each WIC program continues to operate with updated equipment in order to meet the clients' needs, so they have designated specific federal funding to each WIC program in order to do that. Our Information Technology (IT) staff have been working with the State to insure that the computers meet the specific requirements of WIC guidelines and we then requested quotes from vendors. There are three quotes attached and SCW was the low bidder on all of the equipment. One vendor chose not to include a quote on the computers which are a vital portion of the bid. Additionally, the other equipment that was bid on was at a higher cost than SCW provided.

These computers will be used by WIC staff in order to process the clients benefits and to print out the vouchers that the clients use to purchase nutritious food for their families.

ALTERNATIVES:

Denying this request would impact the staff's ability to continue to input this information into the State system, which would then impact the Federal funding that reimburses this program. Additionally the current equipment is several years old and needs to be updated.

OTHER AGENCY INVOLVEMENT:

California Department of Public Health

FINANCING:

100% Federal Funding. This expense is budgeted in WIC (641913) in Office Equipment (5232). No County General Funds.

APPROVALS

COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <u>[Signature]</u> Date: <u>4/21/2014</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: _____
INFO SERVICES DIRECTOR:	I.S. AND RELATED ITEMS (Must be reviewed and approved by the I.S. Director prior to submission to the Board Clerk.) Approved: <u>[Signature]</u> Date: <u>4/25/14</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Jean Turner

Date: 4-28-14

LEGAL NAME (LOCAL WIC AGENCY)		CONTRACT NUMBER	HORIZONTALIZATION NUMBER	EFFECTIVE DATE
County of Inyo Department of Health and Human Services		11-10449	002	October 1, 2013
Project Name	Amount	Restricted Fund (Yes/No)	PERFORMANCE OUTCOME	Contact Person (Name, Phone #, E-Mail)
Total Non-Restricted	\$0			
Local Vendor Liaison (LVL) Roles & Responsibilities	\$6,840	Yes	Conduct LVL activities that are outlined in chapter two of the CMB and in the WIC Local Vendor Liaison Roles and Responsibilities document. Local agencies will receive funding based on the rate of \$60 per vendor (all store types) x 16 hours/year. Allowable expenses covered in the funding rate include: personnel, IT support, materials, training, travel, communications, facilities and equipment. Additionally, agencies with 20 stores or less will receive a base funding to assist with limited resources. The TA performance standard is 90% and includes LVLs conducting at minimum one TA visit per assigned vendor within each quarter and recording all visits in the state tracking system on monthly basis. State WIC will assist local agencies unable to perform LVL duties or meet the performance standard by coordinating redistribution of vendors to neighboring agencies.	Reema El-Murr 916-928-8599 reema.el-murr@cdph.ca.gov
WIC ID Computer Equipment Replacement	\$20,000	Yes	Money allocated in this line item is to pay for the replacement of computer equipment in the WIC local agency sites. The equipment is to support the WIC ISIS eligibility, service delivery, and appointment system, web training, and administrative business needs at the administration offices and clinic sites. The printing food instruments, ISIS reports, and communicating with the State office are currently conducted on items including thin client terminals, thin panel monitors, PCs, laptops, various types of office software, report printers, using print servers, communication devices such as HUB/switches/routers/servers with communication software or software for WIC business reporting needs and/or operations. In addition purchases for video conferencing equipment are allowed for cost effective face to face communication with the WIC State Office and cost savings of travel savings.	Patricia Perez 916-440-7273 patricia.perez@cdph.ca.gov
Breast Pump Maintenance	\$750	Yes	Maintain electric breast pumps in working order and purchase WIC allowable breastfeeding and promotion support items.	Annmarie Biedel 916-928-8509 Annmarie.Biedel@cdph.ca.gov
Total Restricted	\$27,590			

**WIC LOCAL AGENCY
AUTHORITY TO SPEND**
Budget Period: 10/01/13 - 09/30/14

LEGAL NAME (LOCAL WIC AGENCY) County of Inyo Department of Health and Human Services	CONTRACT NUMBER 11-10449	AUTHORIZATION NUMBER 002	EFFECTIVE DATE October 1, 2013
FISCAL ADVISOR CONTACT Daniel Ibarra		TELEPHONE NUMBER (916) 928-8817	
MAXIMUM PAYABLE AMOUNT:		\$545,000	
FUNDS AVAILABLE FOR EXPENDITURE			
WIC BASE FUNDING:			
	<u>Previously Authorized</u>	<u>Currently Authorized</u>	
10/1/2013 Caseload Award	\$319,274		
OTHER WIC SERVICES:			
<u>Authority To Spend Number</u>	<u>Previously Authorized</u>	<u>Currently Authorized</u>	
The following funds are authorized to reach agreed upon performance outcomes and when met, any unspent balances may be used on a discretionary basis to pay for any Other WIC Services within the scope of the contract.			
The following funds cannot be spent for any purpose other than to meet mutually agreed upon performance outcome(s) without advance approval in writing from the state. When costs are claimed for the following, expenditure detail must be provided on page two of the invoice.			
001 Local Vendor Liaison (LVL) Roles & Responsibilities (53303)	\$6,840		
001 WIC ID Computer Equipment Replacement (53303)	\$20,000		
002 Breast Pump Maintenance (53303)		\$750	
TOTAL FUNDS AUTHORIZED FOR EXPENDITURE			
MAXIMUM PAYABLE BALANCE AVAILABLE FOR FUTURE AUTHORIZATION		\$198,136	
STATE WIC PROGRAM USE ONLY			
SECTION CHIEF (SIGNATURE) 			DATE 11/6/2013



Southern Computer Warehouse
 1395 S Marietta Parkway
 Bldg 300 Suite 106
 Marietta, Georgia 30067
 United States
<http://www.scw.com>

Quotation

Date
 Apr 17, 2014 5:33 PM EDT

Doc #
 886860 - rev 1 of 1

Description
 Epson items and HP Elite Desk

SalesRep
 McLeod, Ethan
 (P) 770-579-8927

Customer Contact
 Navarro, Jean
 jnavarro@inyocounty.us

Customer
 Inyo County CA (IC31671)
 168 N Edwards St
 Independence, California 93526
 (P) 760-878-0314

Bill To
 Inyo County CA
 Payable, Accounts
 168 N Edwards St
 Independence, California 93526
 (P) 760-878-0314

Ship To
 Inyo County CA
 Ref#, Attn
 168 N Edwards St
 Independence, California 93526
 (P) 760-878-0314

Customer PO: None	Terms: Unknown	Ship Via: GROUND
Special Instructions: None	Carrier Account #: None	

Item Description	Part #	Qty	Unit Price
1 Epson DFX 9000 Printer - monochrome - dot-matrix - 419.1 mm (width) - 9 pin - up to 1550 char/sec - parallel, USB, serial	C11C605001	3	\$2,499.00
2 Epson - NIC Print server - Epson Type B - 10/100 Ethernet - for DFX 5000, 9000; FX 2190, 890; LQ 20XX, 2180, 590, 680; Stylus Pro 4800, Pro 7800, Pro 9800	C12C824352	3	\$264.50
3 TP-LINK TL-SG1016 Switch - 16 x 10/100/1000 - rack-mountable	TL-SG1016	1	\$73.50
4 CyberPower CP1350AVRLCD UPS - 810 Watt - 1350 VA 8 Ah - RS-232, USB - 8 output connector(s)	CP1350AVRLCD	3	\$118.00
5 HP EliteDesk 800 G1 SFF - CTO *This product is Custom built and requires 2-3 weeks for delivery *Please review this configuration before ordering because this product is non-returnable HP EliteDesk 800 G1 SFF Win 8.1 Pro downgrade to Win7 Pro64 OS HP EliteDesk 800 SFF STD Chassis Intel Core i7-4770 3.4G 8M HD 4600 CPU 4GB DDR3-1600 DIMM (1x4GB) RAM 128GB 2.5 SSD 500GB 7200 RPM SATA w/ca 2nd SED HDD Slim SuperMulti ODD HP USB Keyboard - Win HP USB Mouse Single Unit (SFF) Packaging 3/3/3 SFF Warranty HP EliteDesk 800 Country Kit	C8N26AV	3	\$1,570.00
6 HP V221 LED monitor - 21.5" - 1920 x 1080 - TN - 200 cd/m2 - 600:1 - 1000000:1 (dynamic) - 5 ms - DVI-D, VGA - black	E2T08A6#ABA	3	\$107.00

Free Ground Shipping from SCW!

When you calculate your total cost on a quote, please don't forget that ground shipping is FREE from SCW with no minimum order size. We appreciate your orders.

Subtotal: \$13,749.00
 Tax (8.000%): \$1,099.92
 Shipping: \$0.00
Total: \$14,848.92

Quote valid for 30 days unless formal bid provides different term. Promotional pricing is valid only during term of promotion and while supplies last.

All returns must be authorized and clearly marked with a valid RMA number.

These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above.

Please note that expedited shipping charges are estimated, and could decrease or increase when invoiced.

All prices are subject to change without notice. Supply subject to availability.

SALES QUOTE

GovConnection, Inc.
7503 Standish Place
Rockville, MD 20855

Account Executive: David Spence
Phone: (800) 800-0019 ext. 75046
Fax: 803-883-1133
Email: dspence@govconnection.com

23635728.01

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 4/14/2014
Valid Through: 5/14/2014
Account #: 6594500

Account Manager:
Phone:
Fax:
Email:

Customer Contact: Jean Navarro
Email: jnavarro@inyocounty.us

Phone: (760) 878-0398
Fax: (760) 872-2712

QUOTE PROVIDED TO:

SHIP TO:

AB#: 6594500
INYO COUNTY PURCHASING
ACCOUNTS PAYABLE
PO BOX N
INDEPENDENCE, CA 93526

AB#: 6594505
INYO COUNTY
INFORMATION SERVICES
168 NORTH EDWARDS STREET
INDEPENDENCE, CA 93526

(760) 878-0293

(760) 878-0392

Sub Total \$ 15,352.62

Fee

Ship Via UPS Ground
Commercial

**Shipping and
Handling**

Tax \$ 1,228.22

Total \$ 16,580.84

*Lease for as low as: \$480.08/Mo.

DELIVERY	FOB	TERMS	CONTRACT ID#
1-30 Days A/R/O	Destination	NET 30	

* Line #	Qty	Item #	Manuf. Part #	Description	Manuf.	Price	Ext
1	3	5162164	C11C558001	LQ-590 Impact Printer Epson	Epson	\$ 284.58	\$ 853.74
2	3	7398001	C12C824352	EpsonNet Network Card 10 / 100 BaseTX Epson	Epson	\$ 265.40	\$ 796.20
3	3	5898711	C11C805001	DFX-8000 Impact Printer Epson	Epson	\$ 2,588.98	\$ 7,709.94
4	3	7398001	C12C824352	EpsonNet Network Card 10 / 100 BaseTX Epson	Epson	\$ 265.40	\$ 796.20
5	3	16167331	C8N26AV	CTO EliteDesk 800 G1 SFF Hewlett Packard Accessories	Hewlett Packard Accessories	\$ 1,579.17	\$ 4,737.51
6	1	13888216	TL-SG1016	16-port Gigabit Switch Metal Case Desktop Rackmount Switch TP-Link	TP-Link	\$ 83.13	\$ 83.13
7	3	7548014	CP1350AVRLCD	1350VA / 810W UPS AVR (8) Outlets RJ-11 / RJ-45 / Coax Tower LCD Display Cyberpower Systems	Cyberpower Systems	\$ 125.30	\$ 375.90
							\$ 15,352.62



CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
FFRN133	0388596	4/11/2014

BILL TO:
 INYO COUNTY PURCHASING DEPT.
 PO BOX N

SHIP TO:
 INYO COUNTY PURCHASING DEPT.
 Attention To: INFORMATION
 TECHNOLOGY
 168 N EDWARDS STREET

Accounts Payable
 INDEPENDENCE , CA 93526-0613

INDEPENDENCE , CA 93526
 Contact: JEAN
 NAVARRO 760.878.0398

Customer Phone #

Customer P.O. # EPSON QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
PATRICK KRUEGER 877.368.4305	UPS Ground (2-3 days)	NET 30-VERBAL	

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
3	646678	EPSON LQ-590 529CPS Mfg#: C11C558001 Contract: MARKET	287.97	863.91
3	1140620	EPSON NET NTWK CARD 10/100-BASE TX Mfg#: C12C824352 Contract: MARKET	268.22	804.66
3	792763	EPSON DFX-9000 IMPACT PRINTER Mfg#: C11C605001- Contract: MARKET	2,578.41	7,735.23
3	1140620	EPSON NET NTWK CARD 10/100-BASE TX Mfg#: C12C824352 Contract: MARKET	268.22	804.66
SUBTOTAL				10,208.46
FREIGHT				0.00
TAX				816.67

US Currency

TOTAL 11,025.13

CDW Government
 230 North Milwaukee Ave.
 Vernon Hills, IL 60061

Fax: 847.371.7336

Please remit payment to:
 CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515

** Would not quote on Computers and all items were more expensive than other vendors.*

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.asp>
 For more information, contact a CDW account manager.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER 19

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: May 13, 2014

SUBJECT: Amend a Three-Year Contract for Fire Extinguisher Services

DEPARTMENTAL RECOMMENDATIONS:

1. Request your Board approve Amendment #2 to the three-year contract for Fire extinguisher services with Blizzard Fire Protection, subject to annual funding authority. Increasing the amount by \$1,200, not to exceed \$14,300
2. Authorize the Director of Public Works to execute the agreement and any contract amendment.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The fire extinguishers located in various County facilities and equipment are required by state and local regulations to be inspected annually. In order to remain in compliance with the regulatory requirements, the Public Works Department solicited bids in the fall of 2011. Since the assumed total for the three-year agreement was less than \$10,000, Public Works' staff awarded the contract to the low bidder (Blizzard Fire Protection of Mammoth Lakes, CA) without your board approval, as per the County Purchasing Policy.

In 2012 unfortunately staff had neither an accurate count of extinguishers to be serviced nor any consideration of replacement costs for units that were found to be out of compliance with current codes. Although the contract contained language that allowed the contractor to adapt to the changes of circumstances, the value of the agreement then exceeded the staff approval authority, so Management requested and increase not to exceed \$13,100 that required your Board's consent thus resulting in amendment #1.

With the request of the first amendment; the total fire extinguisher needing service was greatly underestimated. The revised maximum fee for the three-year agreement will not exceed \$14,300.

ALTERNATIVES:

The Board could elect to not approve this request and direct staff to restart the bid process. This is not recommended, as the Public Works Department has invested much time in the current arrangement. Additionally, staff is very satisfied with Blizzard's responsiveness and quality of work.

OTHER AGENCY INVOLVEMENT:

Auditor's Office. County Counsel

FINANCING:

Funding for these services is identified in Budget Unit 011100, Building and Grounds, Object Code 5265 professional services and Budget Unit 034600, Road, Object Code 5265 professional Services.

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> <u>5/7/2014</u> Date _____
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: <u>yes</u> Date <u>5/7/2014</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)

Jim Tatum Date: 5-7-14
By Denise Hayden



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

20

FROM: Public Works Department

FOR THE BOARD MEETING OF: May 13, 2014

SUBJECT: Resolution and Notice of Completion for the Bishop Airport Electrical Lighting Vault Improvement Project.

DEPARTMENTAL RECOMMENDATIONS: The Public Works Department requests that the board approve the Resolution accepting the improvements and authorizing the recording of a Notice of Completion for the Bishop Airport Electrical Lighting Vault Improvement Project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: Speiss Construction Company, Inc., of Santa Maria, completed construction of the Bishop Airport Electrical Lighting Vault Improvement Project on February 26, 2014. The objective of the project was to improve the components and wiring in the lighting vault and to install a stand-by generator. The components and wiring in the old vault were outdated and inefficient; the vault was not up to current safety standards; and there was no stand-by generator to provide power during outages and other emergencies. Wadell Engineering Corporation of Burlingame, California (Wadell) provided engineering design and construction inspection services for the project.

Construction started on February 20, 2013. The scope of work for the project generally consisted of manufacturing, furnishing and installing a new airport lighting vault with complete new factory installed power and control systems; extension of power service from the old vault to the new vault; relocation as necessary and connection of lighting systems to the new vault; and removal of the existing airport lighting vault systems. The vault building is a factory-precast concrete structure that is 12 feet wide by 21 feet long, with complete new factory-installed airport electrical systems, including six 7.5 kilowatt (kW) ferro-resonant regulators, and a partitioned room that houses the new 150 kW standby generator. The components and wiring in the old vault were removed. The building was painted and will be used as a storage facility.

The final construction contract amount for the Bishop Airport Electrical Lighting Vault Improvement Project was \$339,115.00. The total project cost including preparing environmental documents and permit applications; preparing design calculations, plans, specifications, and estimates; construction inspection; and project and construction management was approximately \$375,000. Ninety percent of the project cost, totaling \$337,500, is eligible for reimbursement by the Federal Aviation Administration's (FAA's) Airport Improvement Program (AIP). The county pays the remaining ten percent of the project cost, which totals \$37,500.

On February 26, 2014, the final inspection was performed and the improvements were determined to be complete to the satisfaction of the Public Works Director. Accordingly, the Director is requesting that the Board adopt the attached Resolution, which accepts the completed improvements and authorizes the Public Works Director to record a Notice of Completion for the project.

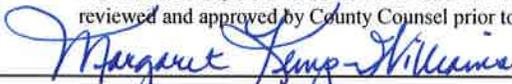
In addition to formally accepting the work, the Notice of Completion begins the period during which stop notices may be placed against the work. If no stop notices are submitted within 30 days of filing of the Notice of Completion with the Clerk Recorder, the retention will be returned to the contractor.

ALTERNATIVES: The Board could choose not to approve the Resolution. Consequently, the project would not be formally accepted and the Notice of Completion could not be filed. Choosing not to approve the Resolution is not recommended because it will extend the period during which stop notices can be filed and will delay return of retention to the Contractor.

OTHER AGENCY INVOLVEMENT: County Counsel has reviewed the Resolution. The County Auditor's office will pay the retention currently being withheld at the completion of the stop notice period, if no notices are filed.

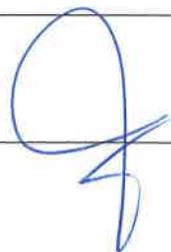
FINANCING: The project is funded by the FAA's ACIP, which will reimburse the County for ninety percent of the construction cost of the project. The reimbursable costs will be paid through budget unit 630303, Bishop Airport Improvement Projects, object code 5700, Construction in Progress. The County will pay the ten percent match through budget unit 011500, Public Works, object code 5850, In-Kind Contributions.

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>04/16/14</u> Date: <u>Yes</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>4/21/2014</u> Date: <u>Yes</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 4/29/14

RESOLUTION #2014 -

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE
COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION
FOR THE
BISHOP AIRPORT ELECTRICAL LIGHTING VAULT IMPROVEMENT PROJECT**

WHEREAS, Clint Quilter, Director of the Public Works Department of the County of Inyo, has determined that the Bishop Airport Electrical Lighting Vault Improvement Project has been completed by Speiss Construction Company, Inc. of Santa Maria, California, in accordance with the Project Plans and Specifications.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Bishop Airport Electrical Lighting Vault Improvement Project.

Passed, approved and adopted this 13th day of May, 2014 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Chairperson, Board of Supervisors

ATTEST:

Kevin Carunchio, Clerk

by _____
Assistant Clerk of the Board

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

County of Inyo
C/o Director of Public Works
Public Works Department
168 N. Edwards Street
P.O. Drawer Q
Independence, CA 93526

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Bishop Airport Electrical Lighting Vault Improvement Project on the property hereinafter described was completed on February 26, 2014 and was accepted by the Inyo County Board of Supervisors on May 13, 2014.
2. The property on which the Bishop Airport Electrical Lighting Vault Improvement has been completed and located is on Bishop Airport in Bishop, CA.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, owns and maintains Bishop Airport.
4. The undersigned Clint Quilter, the Director of Public Works of the County of Inyo, has been duly authorized pursuant to Resolution adopted May 13, 2014, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the Bishop Airport Electrical Lighting Vault Improvement Project pursuant to contract with the owner is Speiss Construction Company, Inc. of Santa Maria, California.

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

COUNTY OF INYO

Dated: _____

By: _____
Clint Quilter, Director of Public Works

VERIFICATION

STATE OF CALIFORNIA)
) SS.
COUNTY OF INYO)

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

Dated: _____

Clint Quilter



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 21
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FROM: Public Works Department

FOR THE BOARD MEETING OF: May 13, 2014

SUBJECT: FedEx Ground Package System, Inc. lease amendment #1 - Bishop Airport

DEPARTMENTAL RECOMMENDATIONS:

Request the Board approve amendment #1 to the lease dated July 1, 2011 between the County of Inyo and FedEx Ground Package System, Inc. The proposed amendment modifies the existing lease terms by increasing extension option #1 from two years to three years and decreasing the annual inflator from three percent to two percent and; proposes two additional, two year options subject to three percent annual increases.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On July 1, 2011 the County of Inyo entered into a lease with FedEx Ground Package System, Inc. for certain property located at the Bishop Airport. The terms of that lease included initial quarterly payments of \$2,362.50, a three year base period and two options extending the lease for additional two year periods, all subject to three percent annual inflators. The proposed amendment modifies the existing contract as follows:

Proposed Lease Term: 7/1/14-6/30/17 (3 years)

Proposed Rent for period of 7/1/14-6/30/15 = \$2,556.51/quarter (2% increase over current rent of \$2,506.38/quarter)

Proposed Rent for period of 7/1/15-6/30/16 = \$2,607.64/quarter (2% increase over previous year's rent)

Proposed Rent for period of 7/1/16-6/30/17 = \$2,659.79/quarter (2% increase over previous year's rent)

Proposed Extension Options: Two (2) 2-year extension options as follows:

Option 1 for the period of 7/1/17 – 6/30/19 with 3% annual rent increases with notice by 5/31/17.

Option 2 for the period of 7/1/19 – 6/30/21 with 3% annual rent increases with notice by 5/31/19.

ALTERNATIVES:

The Board could choose to direct staff to renegotiate the terms of the proposed amendment.

OTHER AGENCY INVOLVEMENT:

FINANCING:

N/A

FROM: Public Works Department

FOR THE BOARD MEETING OF: May 13, 2014

SUBJECT: FedEx Ground Package System, Inc. lease amendment #1- Bishop Airport

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>05/06/14</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>[Signature]</i> Approved: <u>yes</u> Date <u>5/7/2014</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: 5/7/14

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
FED EX GROUND PACKAGE SYSTEM, INC.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and
FED EX GROUND PACKAGE SYSTEM, INC., of MOON TOWNSHIP, PA
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent
Contractor Services dated JULY 1, 2011, on County of Inyo Standard
Contract No. 030, for the term from JULY 1, 2011 to JUNE 30, 2014.

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

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

County and Contractor hereby amend such Agreement as follows:

Amend SECTION THREE. TERM AND OPTIONS

Amended Lease Term: 7-1-14 to 6-30-17 (3 years)

7-1-14 to 6-30-15 = \$2,556.51/quarter (2% increase over current rent of \$2,506.38/quarter)

7-1-15 to 6-30-16 = \$2,607.64/quarter (2% increase over previous year's rent)

7-1-16 to 6-30-17 = \$2,659.79/quarter (2% increase over previous year's rent)

Lease Extension Options: Two (2) 2-year extension options as follows:

Option 1 for the period of 7-1-17 - 6-30-19 with 3% annual rent increases with notice by 5-31-17

Option 2 for the period of 7-1-19 - 6-30-21 with 3% annual rent increases with notice by 5-31-19

The effective date of this Amendment to the Agreement is JULY 1, 2014.

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

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
FED EX GROUND PACKAGE SYSTEM, INC.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



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 <div style="font-size: 2em; color: blue; text-align: center;">22</div>
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FROM: Road Department

FOR THE BOARD MEETING OF: May 13, 2014

SUBJECT: Agreement for 2013/2014 Federal Apportionment Exchange and State Match Program for Regional Surface Transportation Program (RSTP) Funds

DEPARTMENTAL RECOMMENDATIONS:

1. Approve the 2013/2014 Federal Apportionment Exchange Program and State Match Program Agreement, Agreement No. X14-5948(083), with the California Department of Transportation in the amount of \$673,353 plus a State match of \$100,000 for a total not to exceed \$773,353; and
2. Authorize the Chairperson of the Board of Supervisors to sign the Agreement.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

Section 182.6 of the Streets and Highways Code allows counties of less than 200,000 people to exchange Regional Surface Transportation Programs (RSTP) funds provided under the "Moving Ahead for Progress in the 21st Century" (MAP-21) for nonfederal State Highway Account funds. In addition, Section 182.9 of the Streets and Highways Code requires the allocation of unobligated State Matching moneys from the State Highway Account to counties choosing to exchange their Federal funds. The State funds are not restricted, whereas the Federal funds are restricted to work on roads that have a Federal designation (otherwise known as "On-System" Roads). Consequently, the exchange for State funds allows the Road Department a greater degree of discretion and flexibility in how the funds are spent on maintenance of County roads.

In order to streamline the exchange of funds, Caltrans now offers the exchange directly to eligible counties and prepares the Fund Exchange Agreement in advance.

Annually, this agreement is usually received during the fourth quarter of the current year and it normally takes somewhere between four and six months to complete processing of the agreement and invoice and to receive actual payment of the RSTP funds. As a result, the funds are usually received during the following fiscal year. The Road Department will budget the FY 2013/14 funds for expenditure during FY 2014/15.

ALTERNATIVES:

The only alternative would be to not approve the Agreement or authorize execution of the Agreement. This is not recommended since these funds are a primary source of funding for the Road Department and they are essential to continue with necessary road work and maintenance.

OTHER AGENCY INVOLVEMENT:

Caltrans will process the Agreement and make payment of the funds.
County Counsel and the Auditor's Office have reviewed the agreement.

FINANCING:

These funds will be budgeted in the FY 14/15 Road Budget, Budget Unit 034600, Object Code 4484, Regional Surface Transportation Program Funds.

APPROVALS

COUNTY COUNSEL:

AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)

Margaret Kemp-Willcomb

Approved:

Date *04/29/14*

AUDITOR/CONTROLLER

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

Andy Shephel

Approved:

Date *4/30/14*

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: *4/30/14*

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711
(916) 654-3883
Fax (916) 654-2408

**RECEIVED**

April 22, 2014

APR 25 2014

File : 09-INY-0-CR

X14-5948(083)

2013/2014 Exchange and State
Match Program

Mr. Clint Quilter
Director of Public Works
Inyo County
P.O. Drawer Q
Independence, CA 93526

INYO COUNTY
PUBLIC WORKS

Subject: Optional Regional Surface Transportation Program (RSTP) Federal Exchange and State Match Program for FY 2013/2014

Dear Mr. Quilter:

This letter serves to notify you of the opportunity to participate in the Optional RSTP Federal Exchange and State Match Program for FY 2013/2014.

In an effort to streamline this program, we have enclosed the Federal Exchange and State Match Agreement required for participation. The agreement contains the estimated amount of federal funds you are eligible to exchange along with matching state funds. We have not yet received the final apportionment amounts for Federal Fiscal Year (FFY) 2014. The exchanged amount is based on your FFY 2013 apportionment including adjustments made to prior year RSTP balances. Necessary rescissions or additions will be reflected on next year's Agreement. In order to participate in this year's program and receive the funds, you must do the following:

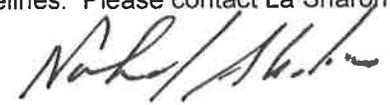
*Concur with the amount shown on the agreement. If you do not agree with this amount, please contact La Sharon Allen of HQ Local Assistance at (916) 653-6750 no later than May 9, 2014.

*Sign both copies of this agreement and return them to Department of Transportation, Division of Local Assistance, P.O. Box 942874, MS#1, Sacramento, CA 94274-0001.

*When we receive your signed agreements, they will be executed and one original will be returned to your agency. Once you receive the executed agreement, forward your invoice directly to the District Local Assistance Office.

By copy of this letter, your Regional Transportation Planning Agency (RTPA) is being informed of our intentions to directly exchange RSTP funds with the County. The RTPA should contact us only if they do not wish for the County to participate in the program. The County will be notified by my Office if the RTPA disagrees with the direct exchange.

If you need additional information regarding the program, please refer to Chapter 18 of the Local Assistance Program Guidelines. Please contact La Sharon Allen at (916) 653-6750 if you have any questions.


JOHN HOOLE, Chief
Office of Project Implementation - South
Division of Local Assistance

Enclosures

c: Regional Transportation Planning Agency
OLP AE Project Files
(09) DLAE - Forest Becket

FEDERAL APPORTIONMENT EXCHANGE PROGRAM AND STATE MATCH PROGRAM
CALIFORNIA DEPARTMENT OF TRANSPORTATION - NON MPO COUNTY

09 INYO
District County

Agreement No. X14-5948(083)
AMS Adv ID:0914000040

THIS AGREEMENT is made on _____, by the COUNTY of INYO , a political subdivision of the State of California (COUNTY), and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, COUNTY desires to assign apportionments made available to COUNTY for allocation to transportation projects under the "Moving Ahead for Progress in the 21st Century Act" (MAP-21), as modified in accordance with Section 182.6 of the Streets and Highways Code [Regional Surface Transportation Program (RSTP) funds] in exchange for nonfederal State Highway Account funds, and

WHEREAS Section 182.9 of the Streets and Highways Code requires the allocation of State Matching funds from the State Highway Account to COUNTY:

NOW, THEREFORE, the parties agree as follows:

I. FEDERAL APPORTIONMENT EXCHANGE PROGRAM

A. As authorized by Section 182.6 of the Streets and Highways Code, and the RTPA having agreed to exchange or elected not to exercise its authority as it relates to the COUNTY'S portion of the RSTP under Section 182.6(g), COUNTY agrees to assign to STATE:

\$673,353.00 from the eligible portion of its estimated annual minimum RSTP Apportionment for Fiscal Year 2013/2014

The eligible portion of said minimum apportionment is the COUNTY's estimated annual minimum RSTP apportionment established under Section 182.6(d)(2) of the Streets and Highways Code less any federal apportionments already obligated for projects chargeable to COUNTY's eligible portion of its estimated annual minimum RSTP apportionment.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance

Hanmguyen

Accounting Officer

Date

4.9.14

\$ 773,353.00

B. COUNTY agrees that it will not undertake any capacity-expanding project funded herein located in an air quality nonattainment area without prior inclusion of said project by its RTPA in the "build" alternative of the air quality conformance analysis and the RTPA's subsequent concurrence in the project's implementation.

II. STATE MATCH PROGRAM - Section 182.9

A. As authorized by Section 182.9 of the Streets and Highways Code, STATE agrees to pay to COUNTY \$100,000.00 from the unobligated balance of COUNTY's State Matching funds for Fiscal Year 2013/2014.

B. COUNTY agrees that before COUNTY uses State Matching funds for any other lawful purpose, COUNTY shall use such funds to match federally funded transportation projects.

III. COMMON PROVISIONS

A. Subject to the availability of State funds by the State Budget Act, and upon receipt of COUNTY invoice evidencing COUNTY's assignment of COUNTY's estimated apportionment under Section I.A to STATE, STATE agrees to pay to COUNTY an amount not to exceed \$773,353.00 that equals the sum of the estimated apportionment amounts identified in Sections I.A and the State Match funds identified in Section II.A.

B. COUNTY agrees to use all State funds paid hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution.

C. COUNTY agrees to establish a special account within their County Road Fund for the purpose of depositing all payments received from STATE pursuant to this agreement.

D. COST PRINCIPLES

1) Except as otherwise provided herein, the COUNTY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Circular A-87, Cost Principles for State and Local Government, and with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Notwithstanding the foregoing, COUNTY shall not be required to comply with 49 CFR, Part 18.36(i), subsections (3), (4), (5), (6), (8), (9), (12) and (13).

2) COUNTY will assure that its fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) those parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this Agreement shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

3) Any Fund expenditures for costs for which COUNTY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Circular A-87, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by COUNTY to STATE. Should COUNTY fail to reimburse funds due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due COUNTY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC.

E. THIRD PARTY CONTRACTING

1) COUNTY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using funds without the prior written approval of STATE.

2) Any subcontract or agreement entered into by COUNTY as a result of disbursing funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

3) In addition to the above, the preaward requirements of third party contractor/consultants with COUNTY should be consistent with Local Program Procedures as published by STATE.

F. ACCOUNTING SYSTEM

COUNTY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate fund expenditures by line item. The accounting system of COUNTY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

G. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of COUNTY'S contracts with third parties, COUNTY, COUNTY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of funds to COUNTY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and COUNTY shall furnish copies thereof if requested.

H. TRAVEL AND SUBSISTENCE

Payments to only COUNTY for travel and subsistence expenses of COUNTY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then COUNTY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

I. SINGLE AUDIT

COUNTY agrees to include all State and federal funded projects in the schedule of projects to be examined in COUNTY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with Office of Management and Budget Circular A-133.

STATE OF CALIFORNIA
Department Of Transportation

COUNTY OF INYO

Office of Project Implementation
Division of Local Assistance
Date:

Chair, Board of Supervisors
Date:



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:

AGENDA NUMBER

23

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

FROM: HEALTH & HUMAN SERVICES – IC Gold/ESAAA

FOR THE BOARD MEETING OF: May 13, 2014

SUBJECT: Request for authorization to hire two A-PAR Program Services Assistants (PSA) I or II in the IC Gold/ESAAA program.

DEPARTMENTAL RECOMMENDATION:

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

- 1) the availability of funding for this requested position comes from State and Federal funds and the General Fund, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
- 2) where due to the part-time nature of this position it is unlikely that the position could be filled by internal candidates meeting the qualifications for the position, an open recruitment would be appropriate to ensure qualified applicants apply; and
- 3) approve the hiring of two A-PAR PSA's, either a I at Range 039PT (\$11.02 - \$13.38/hr.), or a II at Range 042PT (\$11.78 - \$14.33/hr.), depending upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Your Board has previously authorized the hiring of a Program Services Assistant (PSA) position for our Lone Pine Senior Program to fill a vacancy that occurred following the resignation of an employee who accepted full-time work with another agency. We were able to fill the one vacancy, but we recently received a letter of resignation from another PSA, who is moving out of state. This continues to leave our Lone Pine Senior Program short-staffed with two vacant positions. We have been utilizing staffing resources from the Bishop area on a regular basis to ensure adequate coverage for delivery of home-delivered meals. However, we recently received a resignation from one of the PSA's in Bishop, who has accepted other employment. This vacancy, combined with the absence of another PSA in Bishop due to a medical leave, has impacted the ability of Bishop to regularly provide support to the Lone Pine site. These part-time, up to 19 hours per week, positions perform support services including, but not limited to: meal delivery to home bound seniors, assisted transportation to medical appointments, and homemaking services. The PSA is also available to provide support in other program functions during staff absences.

We are asking permission to fill this second vacant A-PAR PSA I/II position in Lone Pine, as well as the vacant PSA position in Bishop in order to ensure the provision of services and to reduce costs as it relates to having to send Bishop staff resources, who are sometimes at a higher salary range, as well as to maintain scheduling flexibility at the Lone Pine and Bishop Senior Centers.

ALTERNATIVES:

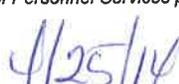
The Board could choose not to allow HSS to hire the vacant PSA I or II positions at the Lone Pine and Bishop Senior Centers, which would decrease the ability of the program to ensure adequate coverage of meal delivery routes and other support services, especially during periods of staff absences. This may lead to higher costs for the ESAAA program if absences are covered by higher paid staff and/or staff who have to travel from the Bishop area in order to provide coverage.

OTHER AGENCY INVOLVEMENT:

None

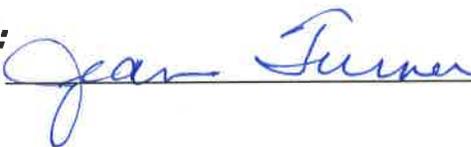
FINANCING:

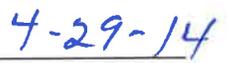
State and Federal funding, and County General Fund. These positions are budgeted 60% in IC Gold (056100) and 40% in ESAAA (683000) in the salaries and benefits object codes.

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 24

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

FROM: HEALTH & HUMAN SERVICES - Behavioral Health Division

FOR THE BOARD MEETING OF: May 13, 2014

SUBJECT: Request for authorization to hire one BPAR Residential Caregiver for Progress House in the Behavioral Health division.

DEPARTMENTAL RECOMMENDATION:

1. Request the Board find that, consistent with the adopted Authorized Position Review Policy, the availability of funding for the requested positions exists in the HHS Mental Health budget, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
2. where it is unlikely that the position could be filled by internal candidates meeting the qualifications for the position, an open recruitment would be appropriate to ensure qualified applicants apply; and
3. approve the hiring of one BPAR Residential Caregiver at Range 053PT (\$15.19 - \$18.49/hr.)

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

There is a vacancy in an existing, budgeted position for a BPAR Residential Caregiver at Progress House. Progress House is a 24-hour adult residential facility that serves adults with severe mental illness or adults who are experiencing psychiatric crisis. Progress House has an authorized strength of one Manager, five fulltime, and one BPAR Residential Caregiver positions. This allows for coverage of one staff for all shifts, some shift overlap time and some shifts with coverage by 2 staff. Staff members provide board and care services to consumers including supervision, monitoring and crisis intervention; medication assistance; assistance with access to physical and mental health treatment services; meal preparation; and housekeeping in accordance with Community Care Licensing. Staff members also receive after-hours crisis calls to screen for further response. Progress House staff are an integral part of the Behavioral Health team and work closely with the clinic and wellness centers.

Staff members at Progress House provide this array of services to keep these consumers within our community and out of the hospital and to encourage wellness and recovery. Vacancies in these positions result in increased overtime costs for remaining staff, difficulty in accessing vacation benefit time and strain on staff to meet the challenges of their positions.

ALTERNATIVES:

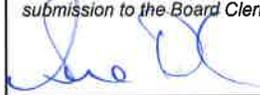
Your Board could deny this request. This would impact our ability to serve persons with mental illness within our community and to respond to crisis and urgent situations.

OTHER AGENCY INVOLVEMENT:

Behavioral Health works closely with partners in law enforcement, probation, hospitals, and other community providers in work with adults and older adults.

FINANCING:

This position is budgeted in Mental Health (045200) in the Salaries & Benefits object codes. No County General Fund. It includes funds from Medi-Cal reimbursement, Realignment and Mental Health Services Act.

APPROVALS	
COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> Date: <u>4/21/2014</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: <u>✓</u> Date: <u>4/21/14</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date:

4-25-14



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: County Administrator – Information Services

FOR THE BOARD MEETING OF: **May 13, 2014**

SUBJECT: Authorization to hire Network and Operations Analyst

DEPARTMENTAL RECOMMENDATION:

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

- A. The availability of funding for this requested position come from Health and Human Services, as certified by the Information Services Manager, and the Director of Health and Human Services and concurred with by the County Administrator, and the Auditor-Controller; and where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an existing list or an internal recruitment, but an open recruitment would be appropriate to ensure qualified applicants apply; and
- B. Approve the hiring of one Network and Operations Analyst (I, Range 68, [\$4,025-\$4,890] – IV Range 79, [\$5,217-\$6,344]), and authorize to hire at the E step, depending on qualifications.

SUMMARY DISCUSSION: Since 2006, Health and Human Services has funded an Information Services staff position, focused on Health and Human Services technology related efforts and managed by Information Services. With Health and Human Services staff comprising so much of the County's workforce, coupled with the number of required automation systems, Health and Human Services is a significant Information Services consumer. This request is a way for Health and Human Services to fund an Information Services position, thus leaving other Information Services positions available to meet the needs of other County Departments. Both Health and Human Services and Information Services characterize this as an effective approach to addressing Health and Human Services technology needs while minimizing the impact to the General Fund.

Recently the position was vacated. Presently Inyo County Information Services is staffed with seasoned and experienced personnel. Each staff member's unique individual skill is leveraged and the team is highly optimized as a result. Recognizing the high skill level of present Information Services personnel, staff makes the recommendation that only highly qualified, experienced candidates be considered for hire. In an effort to recruit the best candidate, staff is specifically requesting authorization to hire up to Range 79 step E [\$6,344] should an appropriately qualified, experienced candidate be selected.

Since the onset of this pilot, the health and Human Services technology related needs have continued to increase because of (1) additional statewide automation systems being brought into Health and Human Services; (2) state and federal requirements to begin moving to electronic record keeping; and (3) increasing types of business tasks are being done electronically.

Health and Human Services has non-general fund monies identified and budgeted for the cost of the Information Services position. If the funding is not used for this or other information technology purposes, the funding will have to be returned to the funding source.

ALTERNATIVES: Your Board could choose not to approve hire at an E step in which case staff would continue to pursue the best candidates. Alternatively your Board could choose not to authorize filling the vacancy.

OTHER AGENCY INVOLVEMENT: Directly affect Health and Human Services and indirectly affects all other County departments.

FINANCING: The funding for this position is requested in the Information Services FY 2013-14 budget [011801-including all Salary & Benefit related object codes] and offset in budget [011801-4821] as anticipated revenue from Health and Human Services. The funding for this position is budgeted 60% in Mental Health (045200) in Internal Charges (5121) and 40% in Social Services (055800) in Internal Charges (5121). Journal entries are processed quarterly to reimburse Information Services for the salary of this position. No County General Funds are used to fund this position.

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> <i>[Signature]</i> Approved: <input checked="" type="checkbox"/> Date <u>5/6/14</u>
HEALTH AND HUMAN SERVICE DIRECTOR:	<i>[Signature]</i> Approved: <i>[Signature]</i> Date <u>5/6/14</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature] Approved: _____ Date: 5/4/14



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 26
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FROM: Public Works Department

FOR THE BOARD MEETING OF: May 13, 2014

SUBJECT: Selection of Active Transportation Program Projects in Response to a Call for Projects

DEPARTMENTAL RECOMMENDATIONS:

1. Prioritize Active Transportation Program (ATP) projects and direct staff to submit application(s) on the top three ranked projects.
2. Authorize the submittal of a cover letter agreeing to partner with Caltrans District 9 and to be the primary applicant for a) the South Lone Pine sidewalk project and b) the Meadow Farms North sidewalk project. The letter states intent to enter into an agreement with Caltrans in the event the two projects are selected for funding.
3. Authorize the Public Works Department and County Counsel's office to enter any agreements necessary to implement the three proposed projects.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Caltrans released a call for ATP projects on March 21st. The applications are required to be submitted to the Caltrans headquarters in Sacramento by May 21, 2014. The funding picture is different than it has been in prior years. The County needs to submit applications directly to Caltrans. The projects will compete statewide for funds under the Active Transportation Program. This is unlike past years where the Inyo County Local Transportation Commission (LTC) received a fixed amount of funds and then allocated the funds to the City and the County.

The project selection criteria are explained in the following pages. The scoring criteria emphasizes scores pedestrian and bicycle projects most highly. Projects that have the potential to increase non-motorized trips and increase safety score most highly. Projects that are also benefit "disadvantaged communities" score well. ATP project applicants are required to pay an 11.47% match. The fund match can be waived if the project meets the criteria for benefitting a "disadvantaged community." The project components are required to be completed in FY 2014-2015 and FY 2015-2016. With the federal requirements to complete each project component, this is an aggressive schedule and is designed for projects that have already been initiated. One advantage of the Town to Tract Bicycle Lanes project is that it appears there is sufficient County right of way to make this a relatively project to deliver. Caltrans will release another call for projects within the coming year. The "disadvantaged community" definition can be either for a school district or for a census tract has a Median Household Income that is less than 80% of the State average. Based on these factors, staff recommends selecting a bicycle or pedestrian project that benefits a "disadvantaged community" and will benefit as many people as possible.

The County is an eligible applicant, though Caltrans is not. Caltrans can submit applications though they are required to partner with an eligible applicant. Staff has encouraged Caltrans to partner with the County to submit two ATP applications. Given the scoring criteria and the higher use numbers on the State Highways, it is more likely that those applications will be successful. One of the projects Caltrans is proposing is for sidewalks on one side of US 395 from Inyo Street to Teya Road in Lone Pine and the other is for sidewalk on the north side of North Sierra Highway in Bishop from Cherry Lane to Matlick Lane.

In staff's opinion, the top three projects in the table below best address the selection criteria. An agency that is submitting multiple applications is supposed to rank the applications. This would presumably be to break a tie since this is not included in the scoring criteria.

Inyo County ATP Project Priority List		
Rank	Project Name and Location	Discussion
1	Town to Tract Bicycle Lanes (On Reynolds and County Roads from Myrtle Lane to US 395 – 1.7 miles)	In Disadvantaged Community based on school; clear commute nexus between Rolling Green/Knight Manor and Big Pine, appears to be sufficient right of way, ranked as High Priority in the Inyo County Collaborative Bikeways Plan
2	Meadow Farms North Sidewalk (0.23 miles of sidewalk on the north side of US 395 or North Sierra Highway from Cherry Lane to the art store)	High traffic and accident numbers in this area would make this project a strong contender; project would require agreement with Caltrans. The Census Tract on the south side of North Sierra Highway qualifies as a Disadvantaged Community
3	South Lone Pine Sidewalk (0.45 miles of sidewalk on one side of US 395 from end of sidewalk near LADWP to Teya Road)	In Disadvantaged Community so no match required, commute nexus between reservation and town, project has been identified in several visioning and planning processes
	Sawmill Road Bicycle Lanes (1.7 miles from Ed Powers Road west to US 395)	Part of popular recreational bike riding area, severe transverse cracks in roadway may make pavement merge with bike lane difficult
	Schober Lane Bicycle Lanes (1.1 miles between Barlow Lane and Sunland Lane)	Links future bicycle facility on Sunland with bicycle facility on South Barlow
	Horseshoe Meadows Road (2.1 miles from Sunset Road to Whitney Portal Road)	Links Alabama Hills Subdivision with Whitney Portal Road Federal Lands Access Program, in Disadvantaged community based on zip code)
	Old Spanish Trail Highway (0.72 miles from Tecopa Hot Springs Road to Downey Road)	Disadvantaged Community so no match is required, links to existing facility on Tecopa Hot Springs Road, commute link – but small population base

Partnership Letter of Intent

The submittal of the Meadow Farms North Sidewalk project on North Sierra Highway and the South Lone Pine sidewalk projects on Main Street require the County to be the primary applicant and to partner with Caltrans in order for the projects to be eligible to receive ATP funds. The only role for Inyo County will be to serve as the applicant for the project. Caltrans will implement and maintain those two projects if awarded. Caltrans submitted a Letter of Intent to move forward with the two projects if successful. For your Board's consideration is a similar Letter of Intent from the County. Staff from Caltrans headquarters indicated that letters of intent are all that is required to demonstrate a partnership for the purposes of the grant application. In the event that the projects are funded, Public Works Department and County Counsel staff will enter into an agreement on the roles and responsibilities for the implementation of the project.

MAP-21

The Moving Ahead for Progress in the 21st Century (MAP-21) federal transportation reauthorization completed a major acronym shift from SAFETEA-LU and the previous TE and TEA programs. To complicate matters, the State of California changed the name of the Transportation Alternative Program (TAP) to the Active Transportation Program (ATP). The ATP consolidates various federal and state transportation programs, including the TAP, Bicycle Transportation

Account, and State Safe Routes to School, into a single program with a focus to make California a national leader in active transportation. The goals of the ATP are to:

- Increase the proportion of trips accomplished by biking and walking.
- Increase the safety and mobility of non-motorized users.
- Advance the active transportation efforts of regional agencies to achieve greenhouse gas reduction goals.
- Enhance public health, including reduction of childhood obesity through the use of programs including, but not limited to, projects eligible for Safe Routes to School Program funding.
- Ensure that disadvantaged communities fully share in the benefits of the program.
- Provide a broad spectrum of projects to benefit many types of active transportation users.

The California Transportation Commission approved the ATP Guidelines on March 20, 2014. The eligible categories of projects have been reduced from 12 categories to the activities described below:

- Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation, including sidewalks, bicycle infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990 (42 U.C. 12101 et seq.).
- Construction, planning, and design of infrastructure-related projects that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities.
- Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other nonmotorized transportation users.
- Community improvement activities, which include but are not limited to: historic preservation and rehabilitation of historic transportation facilities; vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and archaeological activities relating to impacts from implementation of a transportation project eligible under this title.
- Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to: address stormwater management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff; or reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.

ATP Scoring Criteria

Proposed projects will be rated and ranked on the basis of applicant responses to the below criteria. Project programming recommendations may not be based strictly on the rating criteria given the various components of the Active Transportation Program and requirements of the various fund sources.

- Potential for increased walking and bicycling, especially among students, including the identification of walking and bicycling routes to and from schools, transit facilities, community centers, employment centers, and other destinations; and including increasing and improving connectivity and mobility of non-motorized users. (0 to 30 points)
- Potential for reducing the number and/or rate of pedestrian and bicyclist fatalities and injuries, including the identification of safety hazards for pedestrians and bicyclists. (0 to 25 points)
- Public participation and Planning. (0 to 15 points) Identification of the community-based public participation process that culminated in the project proposal, which may include noticed meetings and consultation with local stakeholders. Project applicants must clearly articulate how the local participation process resulted in the identification and prioritization of the proposed project. For

projects costing \$1 million or more, an emphasis will be placed on projects that are prioritized in an adopted city or county bicycle transportation plan, pursuant to Section 891.2, pedestrian plan, safe routes to school plan, active transportation plan, trail plan, or circulation element of a general plan that incorporated elements of an active transportation plan. In future funding cycles, the Commission expects to make consistency with an approved active transportation plan a requirement for large projects.

- Cost-effectiveness. (0 to 10 points) Applicants must:
 - Discuss the relative costs and benefits of the range of alternatives considered.
 - Quantify the safety and mobility benefit in relationship to both the total project cost and the funds provided.Caltrans must develop a benefit/cost model for infrastructure and non-infrastructure active transportation projects in order to improve information available to decision makers at the state and MPO level in future programming cycles by September 30, 2014.
- Improved public health through the targeting of populations with high risk factors for obesity, physical inactivity, asthma or other health issues. (0 to 10 points)
- Benefit to disadvantaged communities. (0 to 10 points)
- Use of the California Conservation Corps or a qualified community conservation corps, as defined in Section 14507.5 of the Public Resources Code, as partners to undertake or construct applicable projects in accordance with Section 1524 of Public Law 112-141. Points will be deducted if an applicant does not seek corps participation or if an applicant intends not to utilize a corps in a project in which the corps can participate. (0 to -5 points)

The California Conservation Corps can be contacted at ccc.ca.gov. Community conservation corps can be contacted at californialocalconservationcorps.org. Direct contracting with the California Conservation Corps or a qualified community conservation corps without bidding is permissible provided that the implementing agency demonstrates cost effectiveness per 23 CFR 635.204 and obtains approval from Caltrans. A copy of the agreement between the implementing agency and the proposed conservation corps must be included in the project application as supporting documentation.

- Applicant's performance on past grants. This may include project delivery, project benefits (anticipated v. actual), and use of the California Conservation Corps or qualified community conservation corps (planned v. actual). Applications from agencies with documented poor performance records on past grants may be excluded from competing or may be penalized in scoring. (0 to -10 points)

ALTERNATIVES:

- 1) The Board could alter the list of projects or identify new projects. This will be challenging for staff given the short time period to submit the application to the State by May 21st and the complexity of completing the application.
- 2) The Board could continue the discussion to a future meeting and give staff specific direction to provide additional information. As overnight mail delivery is limited in our area, this would likely require staff to drive to Sacramento on the 21st to hand deliver the application.

OTHER AGENCY INVOLVEMENT:

1. Caltrans, the California Transportation Commission, and the Federal Highway Administration have the discretion to select and to fund a variety of different types of ATP projects.
2. Caltrans District 9 and the County will be considered partnering agencies for the submittal of the applications on US 395.
3. The South Lone Pine Sidewalk project is on the Lone Pine Paiute Shoshone Reservation. The Lone Pine Tribal Council will consider a letter of support for the project at their May 4, 2014 meeting.

FINANCING:

Time to complete this staff report is funded by the LTC Overall Work Program. No other budget related actions are required. Given that the proposed County projects are in an area considered to be a disadvantaged community, no matching funds will be required. If funding is programmed for a new project, the funding for it will be incorporated in the FY 2014-2015 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>5/7/14</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>[Signature]</i> Approved: <u>yes</u> Date <u>5/7/2014</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)

Jim Tatum Date: 5-7-14
By Denise Hayden



BOARD OF SUPERVISORS COUNTY OF INYO

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

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Clerk of the Board

PATRICIA GUNSOLLEY
Assistant Clerk of the Board

May 13, 2014

CALTRANS
Division of Local Assistance, MS 1
Attn: Office of Active Transportation & Spec. Prog.
PO Box 942874
Sacramento, CA 94274-0001

Letter of Intent

Dear Office of Active Transportation & Special Programs:

Inyo County is submitting two Active Transportation Program project applications as a partnering agency with Caltrans District 9. These projects are 1) the South Lone Pine Sidewalk project and 2) the Meadow Farms North Sidewalk project. Both of these applications are inside of the Caltrans highway right of way. The Active Transportation Program Guidelines state that Inyo County is an eligible applicant and may partner with other agencies, including Caltrans. Inyo County will be the primary applicant on these two applications. Caltrans District 9 will be the implementing agency and will maintain the facilities after their construction. If either or both of these Active Transportation Program projects are awarded, the County of Inyo intends to enter into an agreement to further establish the roles and responsibilities with Caltrans District 9 to complete the projects.

Inyo County has strongly encouraged Caltrans District 9 to partner together in order to submit the two applications. Both of these projects have been repeatedly raised in planning and visioning processes as high priority projects that will benefit their respective communities. Inyo County is pleased that Caltrans District 9 has agreed to partner in the submittal of these project applications.

Please don't hesitate to contact Mr. Clint Quilter, Public Works Department Director at (760) 878-0201 if you have any question or concerns regarding this matter.

Sincerely,

Rick Pucci, Chairperson
Inyo County Board of Supervisors

DEPARTMENT OF TRANSPORTATION

DISTRICT 9

500 SOUTH MAIN STREET

BISHOP, CA 93514

PHONE (760) 872-0691

FAX (760) 872-0754

TTY 711

www.dot.ca.gov

*Serious drought.
Help save water!*

April 28, 2014

California Department of Transportation
Division of Local Assistance, MS 1
Attn: Office of Active Transportation & Special Programs
P.O. Box 942874
Sacramento, CA 94274-0001

Letter of Intent – Inyo County

Dear Office of Active Transportation & Special Programs:

Inyo County is submitting two Active Transportation Program project applications as a partnering agency with Caltrans District 9. These projects are 1) the Meadow Farms North Sidewalk project and 2) the South Lone Pine Sidewalk project. Both of these applications are inside of the Caltrans highway right of way. The Active Transportation Program Guidelines state that Inyo County is an eligible applicant and may partner with other agencies, including Caltrans. Inyo County will be the primary applicant on these two applications. Caltrans District 9 will be the implementing agency and will maintain the sidewalk, curb, and gutter after construction. If either or both of these Active Transportation Program projects are awarded, Caltrans District 9 intends to enter into an agreement to further establish the roles and responsibilities with the County to complete the projects.

The Meadow Farms North Sidewalk project proposal addresses several high priority issues in the North Sierra Highway Corridor (US 395 north of Bishop), including: pedestrian facility continuity and separation, defined business access on highway frontage to improve access management, further development of the safe routes to school system, and better definition of a commercial corridor,

The South Lone Pine Sidewalk project proposal addresses a long standing need identified by both the community of Lone Pine (town) and the Lone Pine Paiute-Shoshone Tribe to provide better pedestrian access to town and the schools for visitors and locals. A defined pedestrian facility south of town also provides a visual cue to drivers of a change in roadway context.

Please do not hesitate to contact me at (760) 872-0691 if you have any questions or concerns regarding this matter.

Sincerely,

A handwritten signature in blue ink that reads "Ryan A. Dermody".

RYAN A DERMODY
Deputy District Director, District 9
Planning, Modal Programs, and Local Assistance



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
28

FROM: Inyo County Sheriff, CAO and Public Works Department

FOR THE BOARD MEETING OF: May 13, 2014

SUBJECT: Inyo County Animal Shelter Building Project

DEPARTMENTAL RECOMMENDATIONS:

Request Board:

- A. Make the following findings as recommended by the Planning Commission for the Mitigated Negative Declaration: (1) that the project will not have a significant effect on the environment as mitigated; (2) that the Mitigated Negative Declaration reflects the County's independent judgment and analysis; (3) specify that the Public Works Department will be the custodian and the location of the documents and other materials which constitute the record of proceedings upon which the decision is based; (4) adopt the Mitigated Negative Declaration for the Inyo County Animal Shelter project and (5) certify that the provisions of the California Environmental Quality Act have been satisfied;
- B. Approve the Plans and Specifications for the new Inyo County Animal Shelter Project; and,
- C. Authorize the Public Works Director to advertise and bid the Project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Inyo County, along with Inyo-Mono Counties Animal Resources and Education (ICARE) are proposing to construct a new animal shelter building and associated site improvements located adjacent to the existing animal shelter building, northwest of the town of Big Pine on County Road. The proposed 3,360 square foot building will include 22 indoor/outdoor dog kennels, 24 cat cages and viewing room, an ADA compliant restroom, an office and the additional amenities necessary for a fully functional animal shelter.

On April 23, 2014, the Planning Commission conducted a public hearing related to this this project and unanimously passed a motion recommending the Board of Supervisors make certain findings and adopt the environmental document for the project.

ALTERNATIVES:

- 1) The Board could find that the project could potentially have a significant impact on the environment and direct staff to prepare another environmental document for the project. This is not recommended as the Planning Commission has determined that this project would not have a significant effect on the environment.
- 2) The Board could not approve the project plans and specifications and direct staff to modify the plans and specifications. This is not recommended as the current plans and specifications reflect design recommendations of both your Board and the ICARE group.

OTHER AGENCY INVOLVEMENT:

1. Inyo-Mono County Animal Resources and Education (ICARE) (for partial funding)

FINANCING:

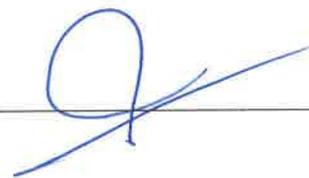
The Inyo County Animal Shelter Project will be funded utilizing Budget Unit 010206 in an amount not to exceed \$750,000. Total project funding will be derived from County of Inyo sources (\$375,000) and ICARE contributions totaling an estimated \$375,000.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: <u>yes 5/6/2014</u> Date _____
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: <u>yes 5/7/14</u> Date _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 5/7/14

Attachments:

1. Planning Commission Staff Report
2. Draft Mitigated Negative Declaration and
3. Animal Shelter Plans and Specifications available from the County of Inyo Assistant Clerk of the Board



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

Phone: (760) 878-0263

FAX: (760) 878-0382

E-Mail: inyoplanning@inyocounty.us

AGENDA ITEM No.: 5

PLANNING COMMISSION
MEETING DATE: April 23, 2014

SUBJECT: Inyo County Animal Shelter Upgrade
Mitigated Negative Declaration

EXECUTIVE SUMMARY

Inyo County proposes to construct and operate an animal shelter adjacent to the existing animal shelter to the northwest of Big Pine on County Road. The Planning Commission is conducting a public hearing, reviewing the Mitigated Negative Declaration/Initial Study (MND/IS) prepared pursuant to the California Environmental Quality Act (CEQA) and the County's CEQA Procedures for the project, and making recommendations pursuant to the County's CEQA Procedures in regards to the MND/IS to the Board of Supervisors.

PROJECT INFORMATION

Supervisory District: District 4

Applicants: Inyo County Public Works Department

Landowner: Inyo County

**Address/
Community:** South side of County Road just east of Reynolds
Road, Big Pine
1001 County Road

A.P.N.: 018-090-01

General Plan: There are multiple designations on the parcel. The Animal Shelter will entirely be on land designated Public Facilities.

Zoning: There are multiple designations on the parcel. The Animal Shelter will entirely be on land zoned Public

Project Size: 3,360 square feet (building), 35,000 square-feet (disturbed area), 40 acres (lot size)

Surrounding Land Use: Open Space agricultural lots owned by the County of Inyo and City of Los Angeles Department of Water and Power (DWP) surround the site. The lot to the west is the site of Baker Creek Campground.

Recommended Actions: **Conduct a Public Hearing and recommend that the Board of Supervisors (1) find the following: (a) that the on the basis of the whole record before it (including the Initial Study and the comments received), that there is no substantial evidence that the project will have a significant effect on the environment and (b) that the Mitigated Negative Declaration reflects the County's independent judgment and analysis; (2) specify that the Inyo County Public Works Department Office is the custodian and location of the documents and other material which constitute the record of proceedings upon which the decision is based; (3) adopt the Mitigated Negative Declaration; and, (4) certify that the provisions of the California Environmental Quality Act have been satisfied.**

Alternatives:

1. Recommend changes to the project to preclude potentially significant impacts;
2. Determine the Mitigated Negative Declaration to be inadequate and require additional consideration of potentially significant environmental effects and continue consideration of this Mitigated Negative Declaration to a date certain, and provide Staff with specific direction as to any additional information needed.

Project Planner: Courtney Smith, Transportation Planner

The Inyo County CEQA Procedures [Inyo County Code (ICC) Section 15.32.080] require the Planning Commission to conduct a hearing on any Negative Declaration prepared for any public or private project for which the County is lead agency under CEQA. The

Procedures also indicate that the Commission is responsible for the environmental review of all County projects (refer to ICC Chapter 15.12 and Section 15.12.040 in particular).

Inyo County proposes to construct and operate an animal shelter on County Road just east of Reynolds Road, and has prepared and circulated for public review a Mitigated Negative Declaration/Initial Study (MND/IS) to comply with CEQA (refer to Attachment 1). The Planning Commission is tasked with conducting a public hearing for the MND/IS for the project and making recommendations to the Board of Supervisors pursuant to the County's CEQA Procedures.

PROJECT DESCRIPTION

The project involves construction and operation of a proposed 3,360 square foot metal building that will serve as the Inyo County Animal Shelter. The project consists of a metal building with 24 prefabricated dog kennels, 24 prefabricated cat cages, and one isolation room. The building will also include a food, exam, and grooming room, a cat viewing room, a storage room, a waiting room, a reception room, and an office. The new animal shelter will have upgraded electrical, water system, and septic system upgrades in comparison to the existing animal shelter. The old animal shelter will be used as a supplemental building with additional isolation rooms, storage, and a euthanasia room.

ENVIRONMENTAL REVIEW

Pursuant to ICC Section 15.32.080, the Planning Commission is tasked with conducting a public hearing regarding the Negative Declaration before the Board of Supervisors acts on the project. As required by ICC Section 15.32.020, the Inyo County Public Works Department prepared a MND/IS for the project. A Notice of Availability and Notice of Intent to Adopt a Mitigated Negative Declaration and Draft Initial Study were filed with the Inyo County Clerk on March 20, 2014 and published in the *Inyo Register* on March 22, 2014. The comment period for the MND/IS ended on April 14, 2014.

COMMENTS RECEIVED AND RESPONSES

As of the date of this Staff Report, one comment letter has been received from the Great Basin Unified Air Pollution Control District. The following summarizes the comments with responses in italics provided:

1. The construction and operation of the Animal Shelter could create dust and there are dust control rules that apply to this project.

The requirements set forth in the letter shall be added to the plans and specifications and made a part of the project to construct the shelter.

Additional comments submitted to the County after the creation of this staff report will be provided to the Planning Commission at the hearing.

RECOMMENDATIONS

Based on the Final Mitigated Negative Declaration, the staff report, and all oral and written comments received, staff recommends that the Planning Commission take the following action:

“Conduct a Public Hearing and recommend that the Board of Supervisors (1) find the following: (a) that the on the basis of the whole record before it (including the Initial Study and the comment received), that there is no substantial evidence that the project will have a significant effect on the environment and (b) that the Mitigated Negative Declaration reflects the County’s independent judgment and analysis; (2) specify that the Inyo County Public Works Department is the custodian and location of the documents and other material which constitute the record of proceedings upon which the decision is based; (3) adopt the Mitigated Negative Declaration; and, (4) certify that the provisions of the California Environmental Quality Act have been satisfied.”

ATTACHMENTS

1. Mitigated Negative Declaration and Initial Study
2. Correspondence

Prepared by:


Courtney Smith
Transportation Planner

Approved by:


Joshua Hart
Director, Inyo County Planning Department



Clint Quilter
Public Works Director

PUBLIC WORKS DEPARTMENT

P.O. DRAWER Q
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001

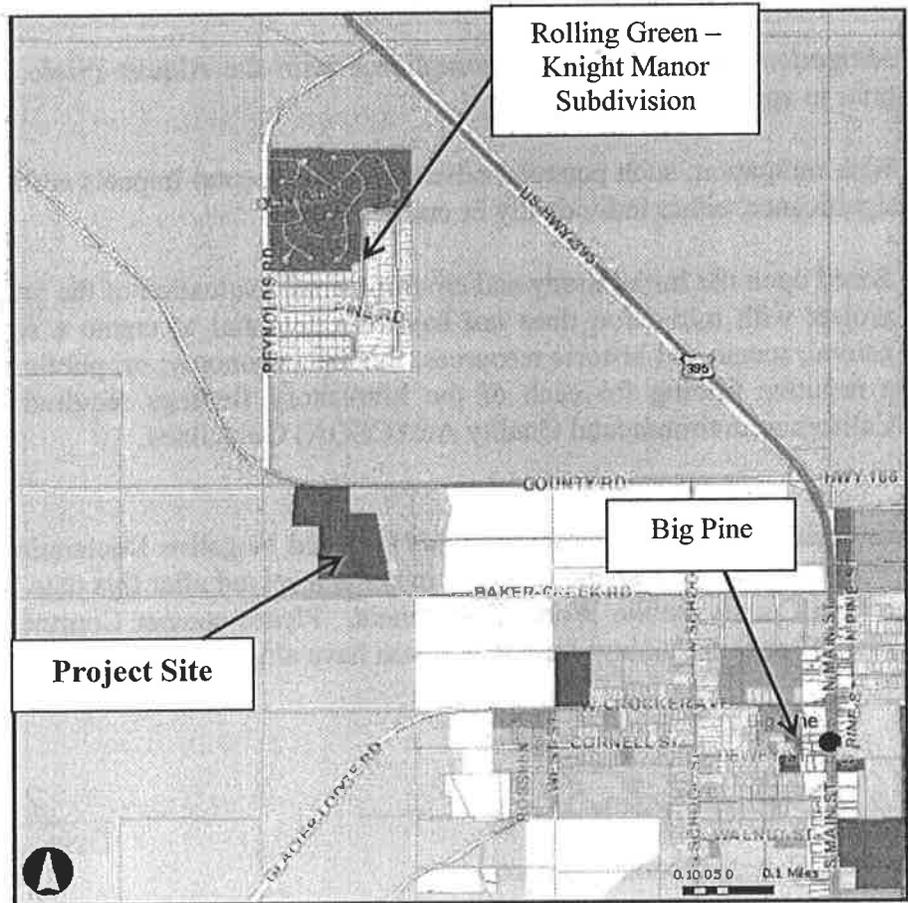
COUNTY
OF
INYO

DRAFT MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT AND INITIAL STUDY

PROJECT TITLE: Inyo County Animal Shelter Upgrade and Expansion

PROJECT LOCATION: The proposed Inyo County Animal Shelter will be located on land owned by the County of Inyo adjacent and west of the existing animal shelter between County Road and Baker Creek Road. The project site is located northwest of the community of Big Pine and south of the Rolling Green/Knight Manor subdivision.

Vicinity Map



PROJECT DESCRIPTION: The project involves construction and operation of a proposed 3,360 square foot metal building that will serve as the Inyo County Animal Shelter. The project consists of a metal building with 24 prefabricated dog kennels, 24 prefabricated cat cages, and one isolation room. The building will also include a food, exam, and grooming room, a cat viewing room, a storage room, a waiting room, a reception room, and an office. The new animal shelter will have upgraded electrical, water system, and septic system upgrades in comparison to the existing animal shelter. The old animal shelter will be used as a supplemental building with additional isolation rooms, storage, and a euthanasia room.

FINDINGS: An Initial Study and Evaluation of Potential Impacts has been prepared by the Public Works Department (attached). The Initial Study, including an environmental checklist, indicates that the proposed project would not have a significant adverse impact on the environment for the following reasons:

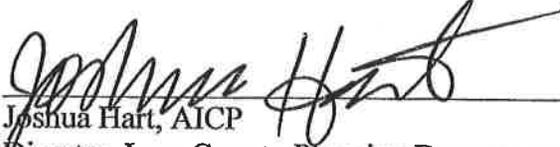
- A. The proposed Animal Shelter is relatively small and consistent with existing uses at the existing animal shelter. No conflicts exist with goals and policies of the General Plan, and the project is consistent with the Inyo County General Plan.
- B. The proposed Animal Shelter is consistent with the requirements of the Title 18 (Zoning) and other sections of the Inyo County Code (ICC).
- C. The proposed Animal Shelter is relatively small and is not expected to result in potentially significant impacts, except potentially regarding the following environmental issue area: (1) geology and soils. The following mitigation measure is identified:

Mitigation Measure Geo-1 – compliance with the Alquist-Priolo Fault Zoning Act shall be required prior to approval.

With mitigation, such potential adverse environmental impacts are not expected to exceed thresholds of significance, either individually or cumulatively.

- D. Based upon the Initial Study and environmental evaluation of the proposed project, it has been found the project with mitigation does not have the potential to create a significant impact on flora or fauna; natural, scenic and historic resources; the local economy; or, public health and welfare. This constitutes a negative finding for each of the Mandatory findings required pursuant to Section 15065 of the California Environmental Quality Act (CEQA) Guidelines.

The review period (21 day review) for this Mitigated Negative Declaration expires on April 14, 2014. Inyo County is not required to respond to any comments received after this date. Additional information is available from the Inyo County Public Works Department. Please contact Courtney Smith, Transportation Planner, at (760) 878-0207 or csmith@inyocounty.us if you have any questions regarding this project.



Joshua Hart, AICP
Director, Inyo County Planning Department

3-19-13

Date

INYO COUNTY

CEQA APPENDIX G: INITIAL STUDY & ENVIRONMENTAL CHECKLIST FORM

EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
- 4) “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, “Earlier Analyses,” may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside

document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9) The explanation of each issue should identify:

- a) the significance criteria or threshold, if any, used to evaluate each question; and
- b) the mitigation measure identified, if any, to reduce the impact to less than significance issues.



Clint Quilter
Public Works Director

PUBLIC WORKS DEPARTMENT

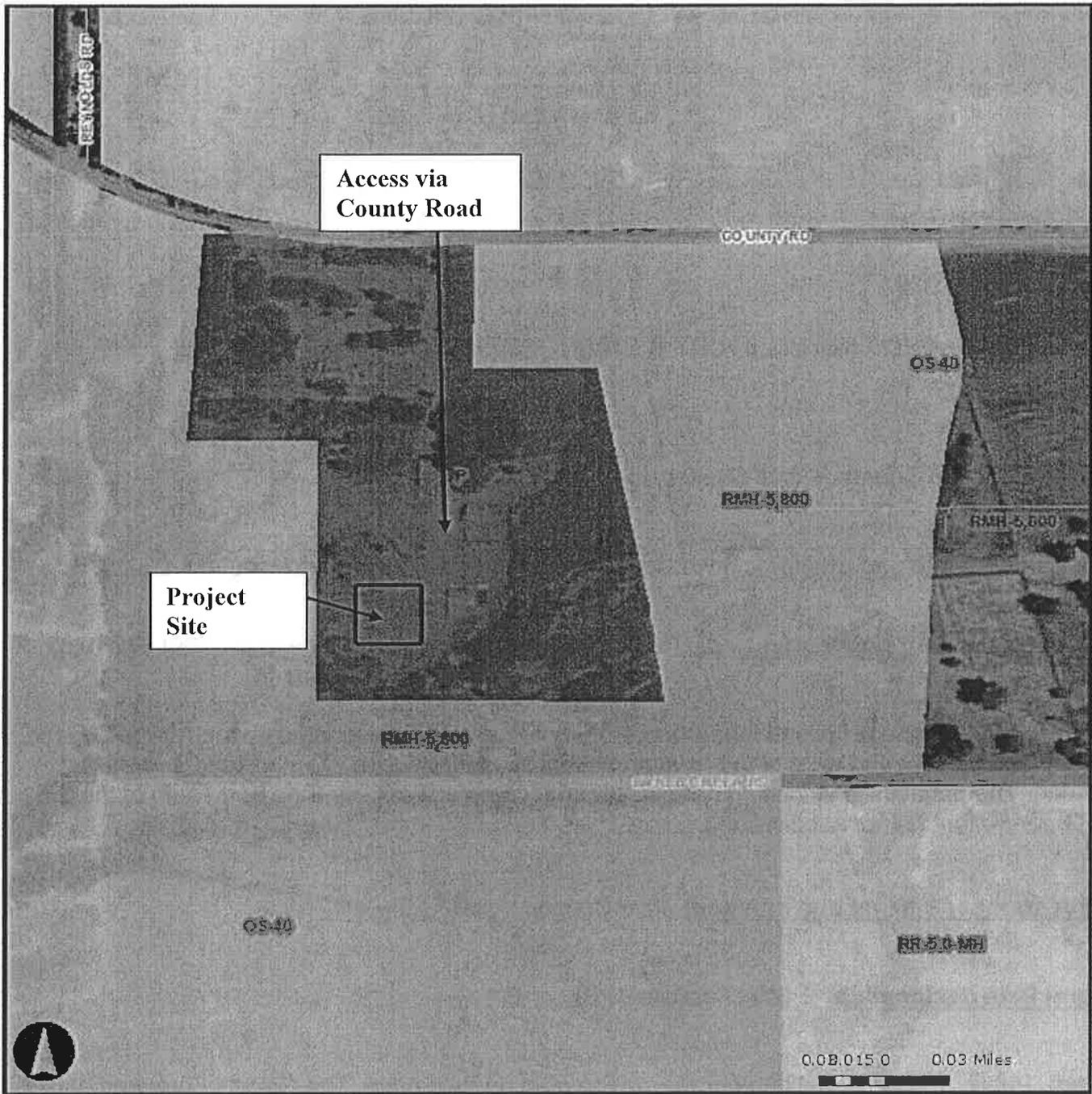
P.O. DRAWER Q
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001

COUNTY
OF
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Inyo County

APPENDIX G: CEQA INITIAL STUDY & ENVIRONMENTAL CHECKLIST FORM

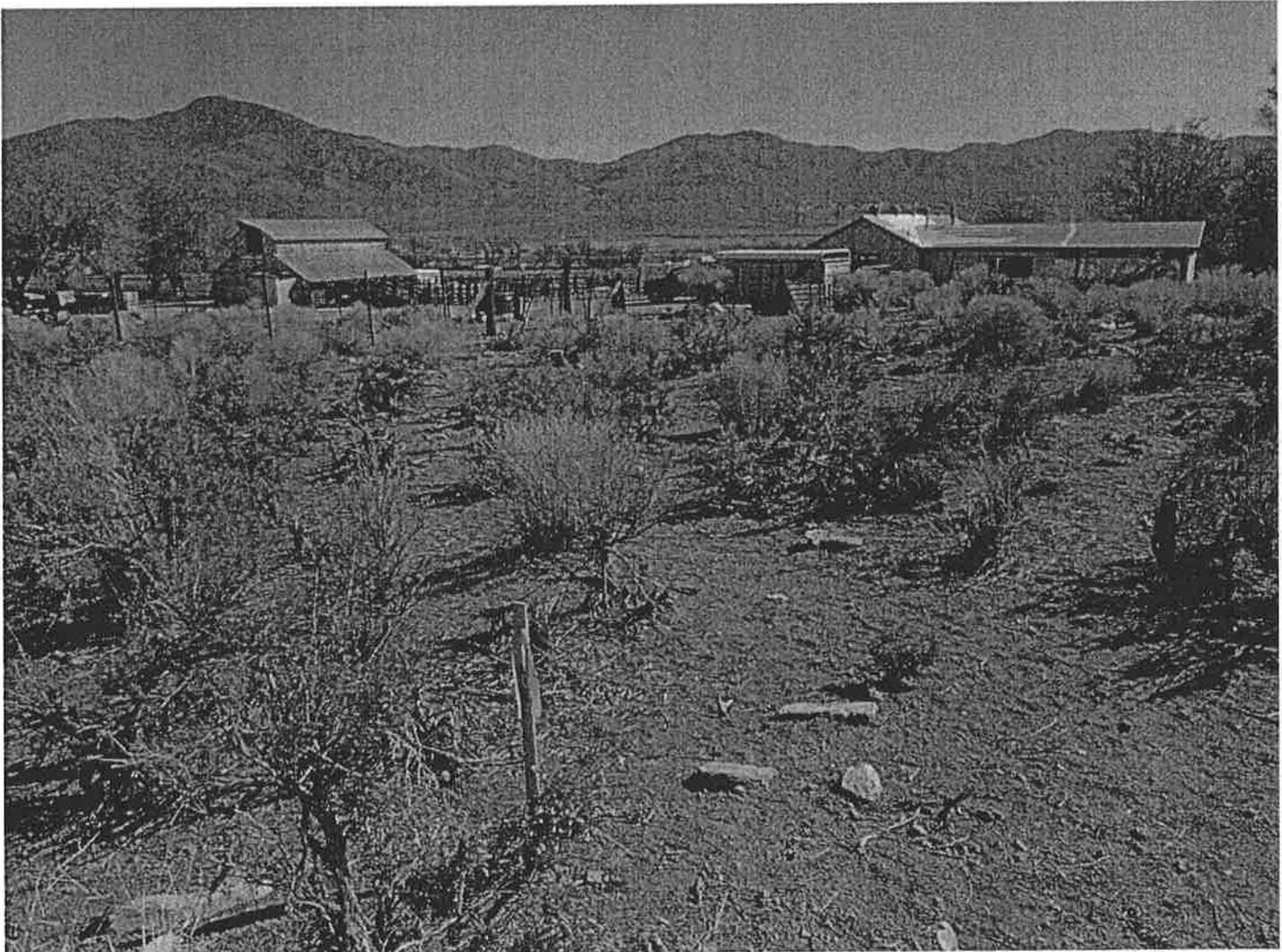
1. **Project title:** Inyo County Animal Shelter Upgrade and Expansion
2. **Lead agency name and address:** Inyo County, P.O. Drawer Q, Independence, CA 93526.
3. **Contact person and phone number:** Courtney Smith, Transportation Planner, (760) 878-0207.
4. **Project location:** The proposed Inyo County Animal Shelter will be located on land owned by the County of Inyo adjacent and west of the existing animal shelter between County Road and Baker Creek Road. The project site is located northwest of the community of Big Pine and south of the Rolling Green/Knight Manor subdivision.
5. **Project sponsor's name and address:** Inyo County
6. **General Plan designation:** Public Facilities (PF)
7. **Zoning:** Public (P). See aerial photograph zoning map on next page. The County Farm parcel has a split zoning. The gray colored areas on the map on the next page show areas zoned Open Space – 40 acre minimum parcel size. The green area is zoned Public. The entirety of the proposed project site is zoned Public. Areas to the south and west are zoned RMH – 5,800, though they are currently being used more as open space.



8. Description of project (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary): The project involves construction and operation of a proposed 3,360 square foot metal building that will serve as the Inyo County Animal Shelter. The project consists of a metal building with 24 prefabricated dog kennels, 24 prefabricated cat cages, and one isolation room. The building will also include a food, exam, and grooming room, a cat viewing room, a storage room, a waiting room, a reception room, and an office. The new animal shelter will have upgraded electrical, water system, and septic system upgrades in comparison to the existing animal shelter. The old animal shelter will be used as a supplemental building with additional isolation rooms, storage, and a euthanasia room. There are planned to be 11 parking spaces, one of

which will be handicapped. The parking area will be accessed from the current parking area on the north side of the current animal shelter. The total disturbed area, including parking, paved area, and driveway to the site will be approximately 30,000 square feet. The current schedule for this project is for it to go to construction early in the summer with the new facility open in the late fall or early winter.

9. Surrounding land uses and setting: (*Briefly describe the project's surroundings*): The proposed Animal Shelter is located to the northwest of the community of Big Pine just west of the existing Inyo County Animal Shelter. Open space generally surrounds the site, including agricultural lands utilized predominantly for occasional grazing to the east and north, open desert to the south, and a County campground approximately 200 yards to the west. The proposed animal shelter will be located immediately to the west of the existing animal shelter and between Baker Creek and County Roads. The Knight Manor/Rolling Green Subdivision is located about 0.4 miles to the north of the proposed site. There is a house on open space agricultural land about 400 yards to the Northeast of the proposed project. The photo below is looking NE from the SW corner of the proposed building location. The existing animal shelter can be seen on the right.



10. Other public agencies whose approval is required (*e.g., permits, financing approval, or participation agreement*): Big Pine Fire Protection District; Great Basin Unified Air Pollution Control District (GBUAPCD); others, if necessary.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

<input type="checkbox"/> Aesthetics Resources	<input type="checkbox"/> Agriculture and Forestry	<input type="checkbox"/> Air Quality
<input type="checkbox"/> Biological Resources	<input type="checkbox"/> Cultural Resources	<input checked="" type="checkbox"/> Geology/Soils
<input type="checkbox"/> Greenhouse Gas Emissions	<input type="checkbox"/> Hazards & Haz. Materials	<input type="checkbox"/> Hydrology/Water Quality
<input type="checkbox"/> Land Use/Planning	<input type="checkbox"/> Mineral Resources	<input type="checkbox"/> Noise
<input type="checkbox"/> Population/Housing	<input type="checkbox"/> Public Services	<input type="checkbox"/> Recreation
<input type="checkbox"/> Transportation/Traffic	<input type="checkbox"/> Utilities/Service Systems	<input type="checkbox"/> Mandatory Findings of Sig.

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

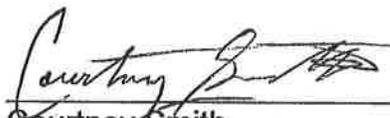
I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.



Courtney Smith
Transportation Planner
Inyo County Public Works Department

3/20/2014

Date

INYO COUNTY ENVIRONMENTAL CHECKLIST FORM

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
<u>I. AESTHETICS</u> -- Would the project:				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion: *The animal shelter is located between Baker Creek and County Roads northwest of Big Pine. The project site is located in an area of open space with ranchland to the north and east of the project site. The animal shelter is behind trees and brush and is not prominent from either road. This will be the case with the new Animal Shelter. This change to surrounding areas will be minimal and will not substantially affect a scenic vista or substantially degrade the existing visual character or quality of the site or surroundings. New lighting will be minimal and consistent with other nearby lighting sources (such as the existing animal shelter). The project site will not be visible from U.S. Highway 395 and will not substantially affect day or nighttime views in the area. No materials that would create substantial sources of glare are anticipated to be utilized. The site is not within a scenic highway. Potential impacts will be less than significant.*

II. AGRICULTURE AND FORESTRY RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
Agency, to non-agricultural use?				
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion: No Farmland or Williamson Act Contracts exist in the County. The project site location is on an area with primarily Sagebrush and Rabbit brush. No forest land or timberland exists on the site. The property is already utilized for an animal shelter, and the project is not expected to result in conversion of nearby agricultural lands. No impacts to agricultural resources are anticipated. The County owned parcel was once known as the County farm. An old Assessor's map of the County farm shows that the new animal shelter will be constructed in an area referred to as "Rough Land – Rabbit Brush."

III. AIR QUALITY: Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion: Construction and operation of the Animal Shelter will result in emissions of criteria pollutants. Due to the relatively small size of the project, these emissions will be limited. Particulate emissions from the Owens Lakebed result in exceedances of State and federal air quality regulations regionally for PM10, a component of dust. The project's

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
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contribution to these PM10 emissions will be negligible, and therefore less than significant. The project will not interfere with implementation of any applicable air quality management plan. Emissions from construction will be controlled per applicable Code requirements, including from GBUAPCD and the County if necessary.

During construction, slight elevations in pollutant concentrations from construction equipment may occur, thus potentially exposing sensitive receptors in the area to elevated pollutant levels. However, these emissions will be temporary and limited due to the small size of the project, and similar to other sporadic construction activities in the nearby area. Potential impacts are considered less than significant.

The project has the potential to create some odors from animal feces. The facility is being designed to easily clean the animal cages. Animal feces will be addressed on-site through the septic system. The construction of the project will not change the runoff on the project site. The properties to the north and east are used for the occasional grazing of cows and horses. The odors are not inconsistent with other odors customarily experienced in the open space zone. These odors are common in the surrounding area, and less than significant impacts will result. The Baker Creek campground has not been negatively impacted by odors from the existing animal shelter and this will not change.

IV. BIOLOGICAL RESOURCES: Would the project:

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Discussion: The project site has been disturbed somewhat by prior activities. The project site is currently used as a livestock pasture. The site area is rocky with sparse Sagebrush and Rabbit Brush scrub. This is not a sensitive plant community. Construction and operation of the animal shelter in this location is not expected to have a substantial adverse effect on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
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regulations, or by the California Department of Fish and Game (CDFG) or U.S. Fish and Wildlife Service (USFWS) or a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by CDFG or USFWS. No federally protected wetlands are expected to be filled, no wildlife movement, corridors, or wildlife nursery corridors are expected to be affected. No local policies or ordinances or Habitat or Natural Community Conservation plans apply to the site.

V. CULTURAL RESOURCES: Would the project:

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Disturb any human remains, including those interred outside of formal cemeteries? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Discussion: The project site is disturbed, and not known to accommodate archaeological or paleontological resources. An old Assessor's drawing of the County farm shows that there was a cemetery to the east of the current animal shelter. The construction site for the new animal shelter is located to the west of the animal shelter and completely outside of the footprint of the old cemetery. In the unlikely event that unknown archaeological resources and/or human remains are disturbed during construction, compliance with CEQA Guidelines Section 15064.5 and standard County policies will work to preclude potentially significant impacts.

VI. GEOLOGY AND SOILS: Would the project:

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|--|--------------------------|-------------------------------------|-------------------------------------|--------------------------|
| a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: | | | | |
| i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ii) Strong seismic ground shaking? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| iii) Seismic-related ground failure, including liquefaction? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| iv) Landslides? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Result in substantial soil erosion or the loss of topsoil? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

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d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion: Big Pine and surrounding areas are subject to strong seismic ground shaking, as well as seismic-related ground failure, such as liquefaction. The project site lies within an Alquist-Priolo Earthquake Fault Zone, and compliance with the Alquist-Priolo Fault Zoning Act shall be required. The building will be engineered to meet appropriate seismic standards required by applicable building codes to minimize risk of failure and/or injury during earthquakes, such as from potential subsidence, liquefaction, or collapse. These and other building requirements will ensure adequate engineering to address non-seismic related ground failure potential. Construction-related erosion will be controlled per standard permit requirements and lease provisions. The project site is gently sloping, and nearby lands are relatively level, such that landslides are not anticipated. On-site soils are not known to be expansive or unable to accommodate waste water disposal systems.

As the project site lies within an Alquist-Priolo Earthquake Fault Zone, the following mitigation measure shall be required:

Mitigation Measure Geo-1 – compliance with the Alquist-Priolo Fault Zoning Act shall be required prior to approval.

Adherence to Mitigation Measure Geo-1 will work to preclude significant impacts.

VII. GREENHOUSE GAS EMISSIONS:

Would the project:

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion: Construction and operation of the project will result in greenhouse gas (GHG) emissions. However, these emissions will be limited due to the relatively small size of the project, and most likely would have been generated absent the project. The project site is located close to the existing animal shelter. The animal shelter is located within 15 miles of a majority of Inyo County's population. While the use of the facility will generate some motorized vehicle trips, it will not extend those trips beyond what they now are. The relatively low levels of GHG emissions resulting from the project will be less than significant. No conflict with any plan, policy, or regulation for reducing GHG emissions is identified.

VIII. HAZARDS AND HAZARDOUS MATERIALS:

Would the project:

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion: Use of hazardous materials and substances is expected to be limited to everyday construction and household supplies. The site is not known to be on any list compiled pursuant to Government Code Section 65962.5. There are no airports or airstrips located in the immediate vicinity. The project will not interfere with any emergency response or evacuation plan. The site is adjacent to wildlands, but the building will be situated away from these wildlands and will incorporate modern fire resistant design. Impacts regarding hazards and hazardous materials will be less than significant.

IX. HYDROLOGY AND WATER QUALITY: Would the project:

a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion: The site drainage runs to the northeast. The animal shelter will incorporate standard requirements per applicable codes to minimize polluted runoff and erosion, and accommodate stormwater flows. Increased runoff from new impermeable on-site facilities will be conveyed via approved facilities and dispersed appropriately, such as through spreading fields and/or clarifiers, or other approved methods. The project is relatively small, thus minimizing the potential for erosion, siltation, and/or flooding during construction and operation, and does not include any unusual uses that might contribute pollution to stormwater. No substantial changes to drainage pattern of the site are anticipated, and no changes to any stream or river will result. The site is not within a designated flood zone per the FEMA 2011 maps, and is not known to be subject to substantial flooding. No levees or dams are located upstream, and site is not subject to seiche, tsunami, or mudflow. Animal pens are designed to be easily washed and cleaned. Animal waste will be handled on site with the existing septic system. Compliance with standard regulations will ensure less than significant impacts regarding hydrology and water quality.

X. LAND USE AND PLANNING: Would the project:

a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
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Discussion: The project site is zoned Public (P) with a General Plan Land Use Designation of Public Facilities (PF), which allow for the proposed use. The site is currently utilized as an animal shelter and will continue to be so. The project will not divide any community, and will accommodate greater community benefit. No Habitat or Natural Community Conservation plans apply to the site.

XI. MINERAL RESOURCES: Would the project:

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|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Discussion: No significant mineral resources are known to be accommodated on the site. No impact is expected.

XII. NOISE: Would the project result in the:

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|---|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Discussion: The project will result in temporary and long-term increases in noise from construction and from the expansion of the existing animal shelter. Construction activities are expected to be short in duration and magnitude due to the relatively small size of the project, and are not expected to substantially interfere with nearby uses. Long-term noise will result from increased activity at the site, but this type of noise is consistent with the neighboring open space uses. Noise from mechanical equipment will be minimized through compliance with standard building and specification requirements. Interior noise levels will be controlled through compliance with standard building requirements. Vibration and groundborne noise is primarily expected to be limited to the construction phase, relatively minor due to small project scope, and muted at nearby receptors. The Baker Creek Campground is located approximately 200 yards away. The

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
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project has not in the past had a negative effect on Baker Creek campground and this will not change in the future. There is no airport or airstrip located near the site. Noise and vibration impacts will be less than significant.

XIII. POPULATION AND HOUSING -- Would the project:

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|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Discussion: The project will accommodate existing demand for the facility and will not require many employees to operate, and will not induce substantial population growth. No housing or people will be displaced. No significant impact is anticipated.

XIV. PUBLIC SERVICES: Would the project:

a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

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|--------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|
| Fire protection? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Police protection? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Schools? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Parks? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Other public facilities? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Discussion: The project will provide a facility consistent with those already occurring at the project site. Potential impacts from construction and operation of the animal shelter is evaluated herein. Increased demand for fire and police protection will be minimal, and can be accommodated by existing facilities and staff. The project is inside of the Big Pine Fire Protection District service boundaries. The project will not increase the demand for schools or parks, and will provide a more modern animal shelter for use by area residents. Impacts are expected to be less than significant, and in some cases beneficial.

XV. RECREATION: Would the project:

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|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Increase the use of existing neighborhood and regional parks or other recreational facilities | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
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such that substantial physical deterioration of the facility would occur or be accelerated?

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Discussion: *The project is a facility that will expand and upgrade an existing animal shelter. The project is expected to increase use of the animal shelter, but this increase can be accommodated by existing facilities and staff. The project will not displace any existing recreational uses or facilities.*

XVI. TRANSPORTATION/TRAFFIC -- Would the project:

a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Result in inadequate parking capacity?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion: *The project will continue to direct traffic to the site from County Road. Vehicles will be directed to the southwest of the existing animal shelter to a new parking area on the north and east sides of the new building. Outside of the project site, there will be no change to the traffic conditions. Due to the relatively small size of the facility and the neighboring low density rural roads, these trips are not expected to impact traffic operations on roads, highways, or intersections on an everyday basis. The site is centrally located. Typically, trips to the facility will involve the transport of an animal and thus most trips to the project site will be made with automobiles. New parking facilities at the shelter will be a significant increase in what currently exists at the animal shelter. No changes to air traffic patterns will result, and no direct changes to transportation design features are anticipated. The upgraded and expanded use is consistent with the current use, and is not expected to interfere with nearby uses in regards to transportation. Emergency access is adequate, and no conflict with alternative transportation is expected.*

XVII. UTILITIES AND SERVICE SYSTEMS --
Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion: *The proposed upgraded and expanded animal shelter will provide a more modern facility and create a small increase in the use of the animal shelter, and is therefore not expected to substantially increase demand for utilities and service systems. The project site involves on-site septic and a private well. Existing services are adequate for the expanded use. Animal feces will be disposed of in the septic system. The project may create increased maintenance to pump out the septic system. The Bishop landfill can accommodate solid waste generated, and the project will comply with federal, State, and local statutes related to solid waste. No impact or less than significant impacts are anticipated.*

XVII. MANDATORY FINDINGS OF SIGNIFICANCE:

a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Does the project have environmental effects which	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
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will cause substantial adverse effects on human beings, either directly or indirectly?

***Discussion:** The proposed animal shelter is a relatively minor approximately 3,360 square foot building in an underutilized part of a County property. It will benefit the community by providing a modern animal shelter, and has minimal environmental impacts. The project does not have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory. The project does not have impacts that are cumulatively considerable and will not cause substantial adverse effects on human beings.*

References

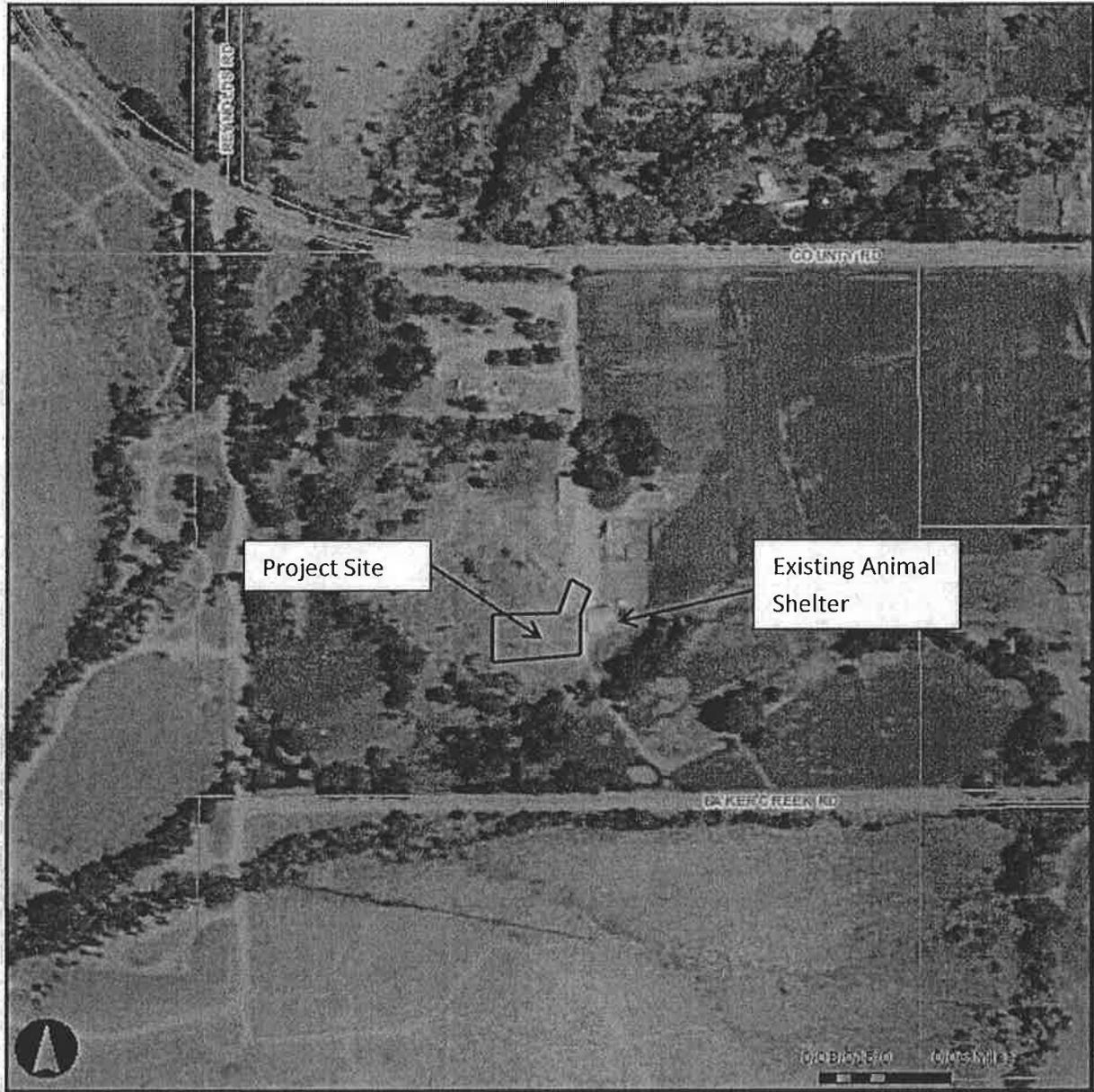
Inyo County General Plan and Background Report. 1999. Prepared by Jones and Stokes for Inyo County.

Inyo County Zoning Ordinance.

Preliminary Project Plans, prepared by County staff.

Alquist-Priolo Earthquake Fault Zoning Act – refer to <http://www.consrv.ca.gov/cgs/rghm/ap/Pages/main.aspx>.

Project Site Map Overview for the Inyo County Animal Shelter Upgrade and Expansion





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

29

Consent Departmental Correspondence Action Public Hearing
 Scheduled Time 1:30 PM Closed Session Informational

FROM: **Water Department**

FOR THE BOARD MEETING OF: **May 13, 2014**

SUBJECT: **Workshop on Inyo/Los Angeles Water Agreement dispute over vegetation conditions in vegetation parcel Blackrock 94**

DEPARTMENTAL RECOMMENDATION:

The Water Department requests that your Board receive a briefing on the dispute between Inyo County and LADWP over vegetation conditions in vegetation parcel Blackrock 94, and the efforts at the Technical Group and Standing Committee to resolve the dispute.

SUMMARY DISCUSSION:

Background

Blackrock 94 is a 333 acre groundwater dependent alkali meadow parcel located southwest of the Blackrock fish hatchery. Blackrock 94 was mapped and classified as Type C (groundwater dependent meadow) alkali meadow as part of Water Agreement's baseline vegetation inventory.

In July 2007, the Technical Group received a letter from the California Native Plant Society (CNPS) stating that vegetation degradation was proceeding rapidly in vegetation parcel Blackrock 94 in the Thibaut-Sawmill wellfield. The CNPS consequently recommended that pumping management in the area be altered to avoid an impact by reducing groundwater pumping at the Blackrock Fish Hatchery from its present level of about 12,000 acre-feet per year to 8,000 acre-feet per year. In response to this letter, the Technical Group agreed to examine the issue based on the Water Agreement's provisions for determination of a significant effect on the environment.

On February 3, 2011, the County presented a report to the Technical Group which alleged that "available factual and scientific data indicate that a measurable vegetation change since baseline has occurred in Blackrock 94, both in terms of vegetation cover and species composition." The County's report stated that the vegetation degradation was primarily attributable to changes in water availability resulting from groundwater pumping and reduced surface water diversions into the vicinity of Blackrock 94. LADWP's Technical Group members disagreed with the County's conclusions. For the Technical Group to find that an impact is significant, the Water Agreement requires that the Technical Group make three determinations: (1) that an alleged change in vegetation cover or composition is measurable, (2) if so, that the change is attributable to groundwater pumping or changes in surface water practices, and (3) if so, that the measurable change is significant.

During the following year, the Technical Group was unable to resolve the issue. On May 1, 2012, the County invoked the Water Agreement's dispute resolution process by requesting the Technical Group to resolve issues involving vegetation parcel Blackrock 94. The Technical Group was unable to resolve the issues and

written reports were submitted to the Standing Committee explaining the issues raised by the County and LADWP. At its September 26, 2012 meeting, the Standing Committee was unable to resolve the issues regarding Blackrock 94.

In the months following the Standing Committee meeting, further attempts to resolve the issues in dispute were unsuccessful. The Water Agreement provides that if the Standing Committee is unable to resolve a dispute, a party may submit the dispute to a panel for mediation/temporary arbitration. By stipulation between the County and LADWP dated June 12, 2013, the County and LADWP informed the Standing Committee that the issues were being submitted to mediation/temporary arbitration under Section XXVI.C of the Water Agreement. On April 26, 2013, the County notified the LADWP of its intent to seek mediation/temporary arbitration. The Water Agreement provides for a three member mediation/temporary arbitration panel ("Arbitration Panel" or "Panel") with one member appointed by the County, one by LADWP, and a third member appointed by the two members appointed by the parties.

Pursuant to the stipulation by the parties, the requests for resolution submitted to mediation/temporary arbitration were:

The County's Request:

The County requests a determination by the mediators/temporary arbitrators that LADWP's groundwater pumping and reductions in surface water diversions in the Blackrock 94 area have caused a measurable and significant change in the vegetation conditions in violation of the provisions of the LTWA. The County further requests the Panel to order that, as required by Section IV.A of the Water Agreement, reasonable and feasible mitigation of this significant impact be commenced within twelve (12) months of the determination by the mediators/temporary arbitrators that a significant effect on the environment has occurred at Blackrock 94.

The Requests by LADWP:

a. With regard to the County's determination that there has been a measurable change in the environment at Blackrock 94, LADWP requests that the mediators/temporary arbitrators find that the County did not follow and conform to all the required rules, procedures and protocols in the Water Agreement, Green Book and 1991 EIR when it performed the vegetation monitoring, vegetation data collection, vegetation analysis (including the selection of analytical methods, assumptions made, and inputs used when conducting an analysis) and, therefore, the mediators/temporary arbitrators are unable to find that there has been a measurable change in the environment at Blackrock 94.

and/or

b. With regard to the County's determinations that a measurable, attributable, and significant effect has occurred at Blackrock 94, LADWP requests that the mediators/temporary arbitrators find that County did not follow and conform to required rules, procedures and protocols of the Water Agreement, Green Book, and 1991 EIR and, therefore, the mediators/temporary arbitrators are unable to find that a measurable, attributable and significant effect has occurred at Blackrock 94.

In support of their positions, the parties submitted opening, response and reply briefs to the Arbitration Panel. The Panel conducted a hearing on the dispute on October 9 and 10, 2013. On October 26, 2013, the Panel issued an "Interim Order and Award" which found that the parties had previously found that a measureable change in vegetation has occurred in Blackrock 94, but that the Technical Group had not adequately addressed the issues of "attributability" and significance.

The Interim Order and Award resolved several procedural matters that were in dispute. These matters included:

- Los Angeles contended that the EIR prohibits the Technical Group, the Standing Committee, and this Arbitration Panel from considering the impacts to vegetation in Blackrock 94 which the County identified in its February 2, 2011 report. The Panel found that the changes in vegetation identified in the County's report are not identified, or are not clearly identified, in the 1991 EIR as significant impacts or as future significant impacts of the project so as to give the decision makers sufficient knowledge of their existence or future existence. Because the impacts at Blackrock 94 that were identified in the County's report were not, or were not clearly identified, in the 1991 EIR or in the statement of overriding considerations adopted by Los Angeles at the time that it adopted the 1991 EIR, the Technical Group, the Standing Committee and the Arbitration Panel are not precluded from considering such impacts.
- Los Angeles contended the LTWA and Green Book prohibit the County from submitting any data, analysis or conclusion to the Technical Group, which is not the work product of the Technical Group. The Panel found that under the LTWA, each party to the LTWA may, independently of the other party, gather its own data, make its own analysis of such data, and arrive at its own conclusions regarding such data without such activities having to be approved by or done jointly as the Technical Group. Such independently gathered data, analysis and conclusions may be presented to and considered by the Technical Group.
- Section I.C. of the Green Book prescribes the three step process (measurability, attributability and significance) which must be used by the Technical Group to determine whether a significant effect has occurred. In the first step, the Technical Group is required to consider "all relevant factors. In the second step to determine attributability, the Technical Group is required to evaluate and consider "relevant' factors", which may include eight specified factors. Finally, in the third step the Technical Group is to consider eight identified factors in determining the degree of significance. The language of the LTWA and the Green Book does not prohibit the Technical Group from considering any factor which may be relevant when making a determination at each step of the three-step process. Of importance, it does not exclude from Technical Group consideration any data, analysis or conclusions gathered and produced by either party independently and not as a Technical Group activity or as authorized by the Technical Group on its behalf.
- The LTWA and the Green Book provide a method through the Technical Group, Standing Committee, Arbitration Panel, and judicial decision making, whereby impacts on the environment caused by implementation of LADWP's groundwater pumping or changes in surface water management practices would be identified and analyzed, and if determined to be significant, would be mitigated. If the LTWA and Green Book cannot be interpreted and harmonized to serve this

purpose, there will be a material failure of mitigation for LADWP's project. Interpreting Section III.D of the LTWA as creating the prohibition on independent monitoring and data analysis which LADWP argued for would give either party to the LTWA a de facto veto in the Technical Group and Standing Committee, which would prevent the LTWA from operating as the mitigation measure it was designed to be and would make the Dispute Resolution Process set forth in the LTWA superfluous. Interpretations of provisions of agreements which eviscerate the agreement's ability to operate as intended or which make major provisions of such agreement unnecessary, are to be avoided.

- Despite Los Angeles' contentions to the contrary, the 1984-87 vegetation inventory is the baseline for determining whether there have been changes or decreases in baseline vegetation conditions. To modify or adjust the 1984-87 inventory as baseline would require modification as provided for in Section XXV of the LTWA. Neither party has submitted evidence that the baseline has been so modified. Therefore, the Panel will not consider any changes to the baseline to take into consideration how it was made, or for the climatic conditions under which it was made.
- LADWP contends in its briefs that the vegetation monitoring and data collection activities performed by the County beginning in 1991, were not performed on behalf of, or authorized by the Technical Group, and were not performed in accordance with the procedures, and protocols established by the Technical Group for vegetation monitoring and data collection. The vegetation monitoring and data collection done by the County since 1991 was done on behalf of, and authorized by, the Technical Group; and that vegetation monitoring and data collection was done in substantial compliance with all of the requirements of the LTWA, Green Book, and procedures and protocols approved by the Technical Group. The County and LADWP as members of the Technical Group, at Technical Group meetings in 1992, implicitly authorized the County to monitor vegetation in the Owens Valley on behalf of the Technical Group, agreed that the vegetation data gathered by the County would be used to compare vegetation conditions to the baseline data, and that the staffs of both members of the Technical Group had agreed upon the procedures and protocols for such activities. For a period of over ten years, each year after the County had performed the vegetation monitoring and gathered the data, LADWP used this data without comment or objection, in its LADWP Annual Report on Conditions in the Owens Valley. The Technical Group was never asked to consider whether the vegetation monitoring and data collection done on its behalf by the County, was defective, flawed, incorrect, or not in accordance with the requirements of the LTWA, Green Book, or any Technical Group approved procedure or protocol.
- Los Angeles contends that the analysis should have been based on conditions in the Blackrock Vegetation and Wellfield Management Area. There are numerous references in the LTWA and The Green Book relating to parcels as areas of similar vegetation, soil types, and other characteristics which make them suitable for determining vegetation conditions, hydrologic conditions and changes in vegetation type. There is nothing in either of these two documents which restricts the application of the three step process to only Vegetation and Wellfield Management Areas.

The Interim Order and Award remanded the matter to the Technical Group so that it may "carry out its dispute resolution functions" and required both the City and the County to provide reports to the Technical Group addressing if the measurable change was attributable to LADWP's pumping operations and/or

changes in LADWP's past surface water management practices or if the measurable change was attributable to another factor or factors. The Interim Order and Award also required the Technical Group to consider the significance of the measurable change upon the vegetation of Blackrock 94 pursuant to the provisions of Water Agreement Section IV.B and Green Book Section I.C. The required reports were submitted to the Technical Group and Arbitration Panel. LADWP concluded that vegetation change in Blackrock 94 was attributable to periods of drought and fluctuations in wet/dry cycles, that LADWP's surface water management practices had not changed, and that the vegetation change in the parcel was not significant. Despite the additional analysis and reports by both parties, the County still concluded that the observed vegetation change was principally due to groundwater pumping.

At its meeting on April 11, 2014, the Technical Group was unable to resolve the "attributability" and "significance" issues. In accordance with the Water Agreement and the Panel's order, the issues were submitted to the Standing Committee for resolution. At its meeting on April 29, 2014, the Standing Committee agreed to recommend to their respective governing boards that each governing board adopt a resolution of the Blackrock 94 dispute that was tentatively agreed to by the Standing Committee.

By agreeing to the proposed resolution of the dispute, LADWP stressed that they do not admit or agree that any significant adverse decreases or changes to vegetation or the environment have occurred within vegetation parcel Blackrock 94 that are attributable to its groundwater pumping activities or attributable to any changes in surface water management practices by LADWP. LADWP further stated that they do not agree and do not believe that Inyo County provided any evidence that any changes in surface water management practices have occurred in the area of Blackrock 94. Further, LADWP does not endorse the findings contained in Inyo County's February 2, 2011 report titled "Analysis of Conditions in Vegetation Parcel Blackrock 94."

Terms of the proposed resolution

The following are the terms of the agreement reached by the Standing Committee:

- I. Off-Site Enhancement to Preserve Alkali Meadows
 - A. To enhance certain alkali meadows by reversing the encroachment of woody shrubs into such meadows, LADWP will perform prescribed burns on approximately 665 acres of shrub encroached alkali meadows in the Owens Valley.
 - B. The Technical Group will identify areas of alkali meadows where the woody shrub proportion has increased to the point that the area will carry a burn and where sufficient grasses exist on the site that would make a burn beneficial. From the areas identified by the Technical Group, the Technical Group will select the 665 acres that will be burned.
 - C. Recognizing CALFIRE and GBAPCD will require that regulatory permits be issued prior to burning, burning the entire 665 acres may take several years; however, if permits and conditions allow, LADWP will conduct the burning of the 665 acres within 5 years of the date of this Settlement Agreement.

D. The burning of the 665 acres will be conducted as described in LADWP's land management plans.

II. Groundwater Pumping From Wells W351 and W356

LADWP will immediately reduce the level of pumping from wells W351 and W356, which supply the Blackrock Fish Hatchery, to a total amount not to exceed approximately 8,000 acre-feet per year.

III. Vegetation Monitoring - Measurability

The Parties will enter into a facilitated process with the Ecological Society of America (ESA) to develop and implement vegetation monitoring procedures and detailed analytical procedures for determining if a measurable change in vegetation has occurred, is occurring, or will occur. The monitoring methods and procedures shall be able to compare vegetation cover and composition to the vegetation cover and composition obtained during LADWP's initial vegetation inventory between 1984 and 1987. The monitoring methods and analytical procedures shall also be able to distinguish and recognize trends in vegetation cover and composition. The Parties shall use the vegetation monitoring and analytical procedures in determining if any change in vegetation cover or composition is measurable pursuant to Water Agreement IV.B and Green Book Section I.C.

IV. Blackrock 94 — Time Out on New Disputes

Both Parties agree not to initiate a dispute involving a decrease or change in vegetation type at Blackrock 94 for a period of at least four (4) years.

V. Arbitrators Decision

The October 21, 2014 Interim Order and Award of the Arbitration Panel shall be deemed a final decision by the Parties, the Parties waive their right to submit the decision to the Superior Court Judge as provided in Section XXVI.D of the Water Agreement and, as provided in Section XXVI.C of the Water Agreement, the Parties shall implement and follow the decision of the Arbitration Panel.

VI. CEQA

LADWP will prepare and certify all appropriate documents in compliance with California Environmental Quality Act (CEQA). LADWP shall act as the CEQA lead agency and the County of Inyo shall be the CEQA responsible agency. At least ten (10) days prior to consideration by the LADWP Board of Water and Power Commissioners, LADWP will provide a draft of its CEQA document to the County for review and comment.

VII. Effective Date

Approval of this Resolution of Dispute by the Standing Committee shall be deemed provisional and will become final following its approval by the Inyo County Board of Supervisors and the LADWP Board of Water and Power Commissioners. In the event that this Resolution of Dispute is not approved by June 30, 2014 by both the Inyo County Board of Supervisors and by the LADWP Board of Water and Power Commissioners, the Parties shall notify the Arbitration Panel. Upon notification, the Arbitration Panel shall immediately schedule a final hearing on the Blackrock 94 Dispute to be held at its earliest convenience.

VIII. Successful CEQA Challenge

In the event that the CEQA document addressing this Resolution of Dispute is found to be legally inadequate by a court, or this Resolution of Dispute is successfully challenged by a third party in court

under any other legal basis, this Resolution of Dispute shall be deemed unenforceable and its terms deemed null and void, unless otherwise agreed upon by the Parties. In such an event, the Parties shall request that the Arbitration Panel schedule the Blackrock 94 Dispute for a final hearing. The decision of the Arbitration Panel shall be fully appealable as provided in the Dispute Resolution procedures contained in the Water Agreement, including the appeal of any interim orders issued by the Arbitration Panel.

IX. Defense of CEQA Challenge

In the event that the legal adequacy of the CEQA document addressing this Resolution is challenged in Court, the Parties shall cooperatively work together in the defense of the document, each Party shall bear its own legal costs, and in the event that a court finds the document to be legally inadequate and awards attorney's fees and other costs, each Party shall pay one-half of the award.

X. Termination of Blackrock 94 Dispute

Upon approval of this Resolution by the Board of Water and Power Commissioners and by the Inyo County Board of Supervisors, subject to Section VIII, the Parties will inform the Arbitration Panel that the issues in dispute concerning Blackrock 94 have been resolved.

Discussion

The proposed resolution has a number of elements that are favorable to the County. Burning of mixed shrub/grass communities where the water table is high has been a successful method of enhancing grass cover in Owens Valley. Improvement of groundwater dependent meadows by burning has been used as a mitigation measure to compensate a lessee for loss of grazing. Reducing pumping at the Black Rock Hatchery will reduce the pumping stress on the water table at Blackrock 94. The proposed reduction is similar to that proposed by the California Native Plant Society in 2007. Agreeing to set aside any disputes over vegetation conditions at Blackrock 94 for four years will allow time to observe the effect of decreased pumping on water availability in the plant root zone, and the effect of water availability on vegetation. By agreeing to not challenge the Arbitration Panel's October 21, 2014 Interim Order and Award, the determinations of the Panel are preserved and become permanently applicable to future Technical Group work. Several of the findings of the Interim Order and Award are in the County's favor, as summarized above.

A concern with the proposed resolution is whether it will have a negative effect on the fishery by reducing fish production at Black Rock Fish Hatchery. The Department of Fish and Wildlife believes that reducing pumping at the Black Rock Hatchery will likely reduce fish production at that facility, at least in the short term; however, by shifting production to other facilities, reducing pumping at the hatchery will not reduce overall fish production in the eastern Sierra. The Department of Fish and Wildlife, in a letter to LADWP (letter from K. Nicol (DFW) to J. McDaniel (LADWP), 1/34/2012) has represented that if pumping at the Black Rock Hatchery were reduced to 8,000 acre-feet per year, "In the near term historic fish production for eastern Sierra waters will be maintained by maximizing full production capabilities at Fish Springs Hatchery. At the Department's discretion this may require utilization of infrastructure improvement such as oxygen supplementation. In the long term and dependent on sufficient funding, facility improvement at Black Rock Hatchery may allow higher fish production while not exceeding the 8,000 acre-foot pumping limitation."

Another concern with the proposed settlement is that LADWP does not admit to any responsibility for vegetation decline in Blackrock 94. In order to pursue the dispute at the Arbitration Panel to the point where LADWP was found to be responsible for mitigating the effects alleged by the County, we would need to persuade the Panel that the effects on vegetation were caused by LADWP water management and that the effects were significant. In the event the Panel made such a finding, the Panel's findings (including the Interim Order and Award) would be subject to appeal at the Superior Court. While staff believes that the evidence presented to the Arbitration Panel shows that pumping is the primary cause of vegetation change in the parcel, LADWP has presented lengthy arguments that the changes are due to varying water availability due to wet/dry climatological cycles. It is uncertain how the Panel would weigh the arguments put forth by both parties, and the Panel encouraged the parties to resolve the dispute on their own.

In developing this proposed resolution, the County was criticized at Technical Group meetings for not allowing adequate public review of the proposal. This workshop will provide information on the proposed resolution and provide a forum for any interested parties to address the Board with their concerns. There will be further opportunity for public input when your Board considers approval of the resolution. The steps toward final approval are for LADWP to complete a CEQA analysis of the proposed resolution, they will provide the County ten days to review the CEQA analysis, the LADWP Board of Water and Power Commissioners will consider adoption of the CEQA document and resolution, and if they make those approvals, then for your Board will consider adoption of the CEQA document and resolution. The proposed resolution requires that the approval process be complete by June 30, 2014. If not approved by then, the matter returns to the Arbitration Panel.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

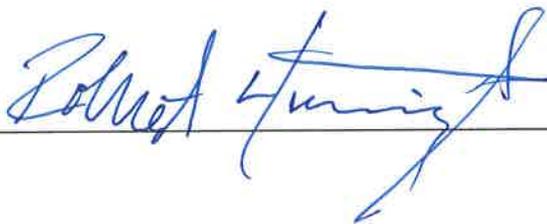
LADWP.

FINANCING:

No County funding required.

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

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

A handwritten signature in blue ink, appearing to read "Robert Sturmy", written over a horizontal line.

Date: 5/6/14