

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.

January 13, 2015

8:30 a.m. PUBLIC COMMENT

CLOSED SESSION

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Pursuant to Government Code §54956.9(d)(1) – Native American Heritage Commission vs. Inyo County Planning Department and Inyo County Board of Supervisors, Inyo County Superior Court Case No. SICVPT 1557557 (Munro Petition for Writ of Mandate).**
2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Pursuant to Government Code §54956.9(d)(2) – significant exposure to potential litigation (one case).**
3. **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 - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Foster, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.**
4. **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: County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator Pam Foster, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.**
5. **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 - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Foster, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults**
6. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6] - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Peace Officers Association (ICPPOA) – Negotiators - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Foster, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.**
7. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6] - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Foster, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.**

8. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators' Association (LEAA) - Negotiators: - County Administrative Officer, Kevin Carunchio, Sr. Deputy County Administrator, Pam Foster, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
9. **REAL PROPERTY NEGOTIATIONS - CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Pursuant to Government Code §54956.8)** – Property – 586 Central Avenue, APN 001-065-17, Bishop, California – Negotiating Parties – County Administrator, Kevin Carunchio, Sr. Deputy County Administrator, Pam Foster, Director of Health and Human Services, Jean Turner, and Public Works Director, Clint Quilter, and property owners Gabriel Ruiz and Consuelo Moreno, Efrain Gonzales Grandados and Javier Ruiz Moreno, as joint tenants – Negotiations – Terms and Conditions.

OPEN SESSION

10:00 a.m. PLEDGE OF ALLEGIANCE

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

11. **PUBLIC COMMENT**

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

12. **COUNTY ADMINISTRATOR – Board of Supervisors** - Request Board approval of the 2015 Board of Supervisors committee assignments as recommended by Chairperson Supervisor Matt Kingsley, and for the purposes of Form 806 reporting, making separate motions for the assignments: to the Great Basin Air Pollution Control District Board (2 plus an alternate); the BLM Steering Committee; Mental Health Advisory Board; the Local Agency Formation Commission (one plus an alternate); and the Child Care Planning Council. *(Recommendations for appointment will be made during the discussion.)*
13. **WATER DEPARTMENT** – Request Board appoint two individuals to serve on the Inyo County Water Commission to complete unexpired four-year terms, one ending December 31, 2017 and one ending December 31, 2018. *(Requests for appointment were received from Ms. Diane Harrison Miller, Mr. Mike Carrington, Ms. Teri Red Owl, Rob Barker, Mr. Earl Wilson, Ms. Sally Manning, Mr. Daniel Pritchett, Mr. Aaron Hampton, Mr. Philip Anaya, and Ms. Nina Weisman.)*
14. **WATER DEPARTMENT** – Request Board ratify and approve the Contract between the County of Inyo and the Ecological Society of America for the provision of professional services in an amount not to exceed \$150,000 for the period of July 1, 2014 through June 30, 2015; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
15. **PUBLIC WORKS** - Request approval of Amendment No. 2 to the Contract between the County of Inyo and Preferred Septic and Disposal, adding trash removal services at the Inyo/Mono County Agriculture Department Storage Building and increasing the monthly amount by \$26.66 for a total monthly payment of \$3,037.88 for the remaining 12 months on the Contract, and a total Contract amount not to exceed \$107,507.30, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
16. **PUBLIC WORKS** – Request Board discuss the Notice of Preparation released by the California Department of Transportation (Caltrans) for the Draft Environmental Impact Report (DEIR)/Environmental Assessment (EA) for the Olancho-Cartago Four-Lane Project; and consider correspondence in response to the Notice of Preparation; and authorize the Chairperson to sign.
17. **ROAD DEPARTMENT** – Request Board receive an update and discuss the Inyo County Road Department's Snow Removal Policy.
18. **PLANNING** – Request Board receive a presentation from staff about coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision; and provide input.
19. **COUNTY ADMINISTRATOR – Parks and Recreation** - Request Board approve the Concession Agreement between County of Inyo and Tecopa Hot Springs Conservancy for the operation and maintenance of the Tecopa Hot Springs Campground and Pools and authorize the Chairperson to sign.

20. **COUNTY ADMINISTRATOR – Motor Pool** – Request Board conduct a workshop with staff concerning Alternative Purchase Pilot Program.

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

- 11:45 a.m. 21. **COUNTY ADMINISTRATOR – Parks and Recreation** – Request Board enact an ordinance titled “An Ordinance of the County of Inyo, State of California, Deleting Section 12.16.192 of the Inyo County Code” which deletes a redundant Code Section that conflicts with Section 12.16.190 which allows rates for use of the County parks, campgrounds, boat launching facilities, group camps, storage and facilities to be set by resolution of the Board of Supervisors.
- 1:30 p.m. 22. **PRESENTATION** – Representatives from the Alabama Hills Stewardship Group will make a presentation and seek Board of Supervisors input regarding status of legislation designating the Alabama Hills National Scenic Area.
- 2:00 p.m. 23. **COUNTY ADMINISTRATOR** – Request your Board receive a presentation and provide input regarding the status of lease negotiations for the Bishop Consolidated Office Building

CORRESPONDENCE - ACTION

24. **INYO FISH AND GAME ADVISORY COMMISSION** – Request Board authorize a \$5,070 expenditure from the Fish and Game Fine Fund to the California Department of Fish and Wildlife for the purchase of 3 spotting scopes from Swarovski Optic for the Game Wardens.

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

25. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
26. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

27. **AUDITOR-CONTROLLER** – Notice that in accordance with Section 26905 and 26921 of the Government Code and your orders of February 5, 1950 and January 3, 1956, an actual count of money in the hands of the Treasurer was made on January 5, 2015, and that the count showed the funds to be in balance, pending written verification of inactive accounts.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 12

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

FROM: County Administrator
By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: January 13, 2015

SUBJECT: Board of Supervisors Committee Appointments for calendar year 2015

DEPARTMENTAL RECOMMENDATION: - Request Board approval of the 2015 Board of Supervisors committee assignments as recommended by Chairperson Supervisor Matt Kingsley, and for the purposes of Form 806 reporting, making separate motions for the assignments: to the Great Basin Air Pollution Control District Board (2 plus an alternate); the BLM Steering Committee; Mental Health Advisory Board; the Local Agency Formation Commission (one plus and alternate); and the Child Care Planning Council. (Recommendations for appointment will be made during the discussion.)

SUMMARY DISCUSSION: - Each year the newly elected Chairperson makes recommendations for Board of Supervisors appointments to the various boards, committees and commissions upon which the Board of Supervisors has representation. The requirement for Board of Supervisor representation on the various boards, committees and commissions may come from a variety of sources including but not limited to state law, county law, and/or Inyo County Board of Supervisors order. At this time your Board is asked to make the necessary appointments as recommended by this year's Chairperson, Supervisor Matt Kingsley, who will make the recommendations during today's discussion. Additionally you are being requested to make separate motions for appointments to boards and agencies that pay a stipend to their members for both regular and alternate membership, necessitating appointments that requires the completion of Form 806, Agency Report of Public Official Appointments which is a different approval mechanism than the other annual appointments. This form has been posted on the County's website as required and once the Board confirms these appointments the Form will be updated.

ALTERNATIVES: Your Board could choose to change any of the recommendations for appointments.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: There is no expected fiscal impact associated with this request.

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

DEPARTMENT HEAD SIGNATURE: _____ Date: 1-08-15
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

**BOARD APPOINTMENTS TO COMMITTEES FOR 2015
ACTIVE and AD HOC COMMITTEES ONLY**

Agricultural Resources Advisory Board	
Aviation Advisory Committee Northern	
Aviation Advisory Committee Southern	
BLM Resource Steering Committee	
CSAC (California State Association of Counties)	
Central Valley Water Authority (B.O 9-09)	
Child Care Planning Council	
Child Support Services Regional Oversight Committee	
Children and Families First Commission	
Children's Services Council	
City of Bishop Liaison Committee	
County Service Area No. 2 Advisory Board	
Eastern Sierra Area Agency on Aging Advisory Council	
Eastern Sierra Committee Committee on Government (ESCOG/ Eastern Sierra Transit Authority (ESTA)	
Eastern Sierra Interagency Visitors Center	
Emergency Medical Care Committee	
Foster Care Commission	
Financial Advisory Committee	
Great Basin Unified Air Pollution Control District *	
Indian Gaming Local Community Benefit Committee	
Integrated Solid Waste Management Task Force	
Integrated Solid Waste Management Hearing Panel	
Inter Agency Committee on Owens Valley Land & Wildlife	
Inyo Council for the Arts	
Inyo Fish & Wildlife Commission	
Juvenile Justice Coordinating Team (2000)	
Law Library Board of Trustees	
Local Agency Formation Commission *	
Local Transportation Commission *	
Mental Health Advisory Board	
National Association of Counties (NACo)	
Quadstate Local Government Authority	
Random Access Network Board (R.A.N.)	
Rural Counties Representatives of California (RCRC)	
Standing Water Committee	
Yucca Mountain Program Representatives	
Community Focused Court Planning Team	
Eastern Sierra Subregional Committee – Sierra Nevada Conservancy (2 years appt. beginning 1-18-05) *	
Internal Operations Committee (2 Board Members)	
Western Counties Alliance Board of Directors	



AGENDA REQUEST FORM
 BOARD OF SUPERVISORS
 COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 13

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

FROM: WATER DEPARTMENT

FOR THE BOARD MEETING OF: January 13, 2015

SUBJECT: APPOINTMENT OF TWO APPLICANTS TO FILL VACANCIES ON THE WATER COMMISSION

DEPARTMENTAL RECOMMENDATION:

Request Board consider the Letters of Interest received for appointment to the Water Commission and appoint two Water Commissioners; one term ending December 31, 2017 and one term ending December 31, 2018.

SUMMARY DISCUSSION:

The Water Commission currently has two vacancies; one term expired December 31, 2014 and a vacant position with a term ending December 31, 2017. The Clerk of the Board has advertised these vacancies in accordance with County policy. Letters of Interest (attached) were received from the following; Diane Harrison Miller, Mike Carrington, Teri Red Owl, Rob Barker, Earl Wilson, Sally Manning, Daniel Pritchett, Aaron Hampton, Philip Anaya, and Nina Weisman.

ALTERNATIVES:

Not appoint a Commissioner at this time, and re-advertise to fill the vacancies.

Designate an ad hoc committee to interview the respondents and make recommendations to the Board.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Water Commission stipends and travel expenses are paid from the Water Department budget (024102).

APPROVALS

COUNTY COUNSEL:

N/A

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

Approved: _____ Date _____

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

DEPARTMENT HEAD SIGNATURE:

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



Date: 1/5/15

December 23, 2014

RECEIVED

2014 DEC 30 PM 2:55

INYO COUNTY
ADMINISTRATIVE
CLERK

Board of Supervisors
P.O. Box N
Independence, California
93526

I am applying for an appointment to the Inyo County Water Commission. I have taken the liberty of including my Vita as an educator and references with this application.

My resume' reflects a strong academic (M.A., M.S.) and vocational background; as a retired Assistant College Professor, Whitewater and Rock Climbing guide, Outward Bound Leadership and Survival teacher participant, with expertise in communication and mass media.

I have a history of living and working in the Eastern Sierra Nevada, having first lived here in the early 1980's. I chose Lone Pine as my retirement home and consider stewardship of this area of primary concern.

I've spent my career as a faculty member and administrator working with adults and youth. Always with an eye towards expanding communication among diverse populations.

Please give me a call to discuss the appointment and arrange an interview.

Sincerely,



Dianne Harrison Miller
P.O. Box 455
Lone Pine, California
93545
(818) -317-7554
dharrison.miller@gmail.com

VITA
Dianne Harrison Miller
P.O. Box 455
Lone Pine, California
93545
818-317-7554
dharrison.miller@gmail.com

1. Academic Degrees (degrees, institution dates, fields of specialty)

MA University of Colorado, Boulder
Journalism and Mass Communication, 1994

Graduate Studies New York University, New York City, New York
Interactive Telecommunications, Film and Video, 1984-1986

MS California State University, Sonoma
Physical Education and Health, 1976

BS California Polytechnic State University, (Cal Poly) Pomona
Social Science & Education, 1973

2. Professional Experience (last first, including teaching and school support service)

2003-2013 **Assistant Professor**, Department of Human Performance and Sport
Sport Industry Operations Program Coordinator,
Metropolitan State College of Denver

Faculty teaching position in the areas of Physical Education, Sport and Leisure and Sport Industry Operations. Courses and teaching load varied each semester; depending on student enrollment and Departmental needs.

2007- 2010 **Director**, Office of Student Media,
Metropolitan State College of Denver

Position provides oversight of approximately 250 student employees and volunteers who produce the campus newspaper, radio, television, magazine and websites for Metro student media. Additional responsibilities include collaboration with Auraria college-communities. Budget and public relations for state and international constituencies.

1994- 2002 **Instructor**, Department of Communication
University of Colorado, Colorado Springs

3. Additional Teaching Assignments:

1989- Present **Lecturer, (adjunct) Metropolitan State College of Denver**
Department of Human Performance and Sport

1989- 2007 **Lecturer, (adjunct) Metropolitan State College of Denver**
Department of Technical Communication. Denver, Colorado

1991-2010 **Lecturer, (adjunct) Arapahoe Community College,**
Department of Business/ Marketing/Management
Littleton, Colorado

1994- 2010 **Lecturer, (adjunct) Denver University, University College**
Graduate Program Applied Communication, Denver, Colorado

4. Additional Administrative, Management and Supervisory Experience

2007 - 2010 **Board Member/ Standing Committee/Media Producer,**
Dr. Martin Luther King Peace Breakfast, Denver, Colorado

2003- 2004 **Producer/ Event Coordinator**, Defenders of Freedom Celebration,
Colorado Springs, Colorado

1999 -2001 **Executive Producer/Event Coordinator**, Expedition North America,
Colorado Springs, Colorado

1987 1989 **Sonoma County Probation and Parole**
Santa Rosa, California

Case Management , Probation and Parole. Women's Self Defense Instructor

1989 - 2014 **Small business owner, Dianne Harrison Productions and Events LLC.**
Castle Rock, Colorado

2002- 2005 **Video and Event Producer,**
Lucent Technologies,
Englewood, Colorado

Position responsible for marketing, video production and public relations for "Lucentvision" Trade Expo, Greenwood Village, CO. and the Open House for Business Communications Services Division, Greenwood Village,

1985-2007 **Consultant**, Global Marketing, Education & Telecommunications
China, India, Singapore, Malaysia, Brunei, Mexico, South America, Japan,
Hong Kong

1982 **Social Services Assistant Director, Washoe Tribe of Nevada and California.**

Client support Alcohol and Substance Abuse, Employment Assistance. Referral /Placement. Juvenile Outward Bound Coordinator. Early Childhood Education, (Head-Start). Client and Group counseling. Advocate and family Case management.

5. Faculty and Administrative Load (most recent full year

2003-2013 **Assistant Professor** Department of Human Performance & Sport
Metropolitan State College of Denver, Denver, CO

2007 -2010 **Director**, Office of Student Media
Metropolitan State College of Denver
Denver, Colorado

2003-2007 **Sport Industry Operations Program Coordinator**
Metropolitan State College of Denver, Denver, CO

6. Other Teaching Assignments (relevant to current position application)

1979 1981 **Juvenile Probation Officer**
Douglas County, Minden Nevada
Outward Bound Leadership Program Coordinator for female offenders
Youth Work and Restitution Program Supervisor

1982 **Alcohol and Substance Abuse Counselor**
Juvenile Probation Officer/ Tribal Outward Bound Leadership Programs
Washoe Tribe of Nevada and California
Gardnerville, Nevada

Family and client-support system therapy, case management and placement.

COM 2450 Corporate Video Production
COM 2460 Presentation Graphics
MKT 490 International Marketing & Communication
BUS 217 Business Communication
BUS 205 Business Ethics
BUS 241 Cultural Diversity
COMM/JOUR 290 Writing for Mass Media
COMM 4144 Principles of Public Relations
COMM 4000 Advertising
COMM 4080 Crisis Communication

7. Other Collegiate Assignments

1998-2002 Faculty "Freshman Seminar, The First Year Experience"
University of Colorado
Colorado Springs, Colorado

Faculty Mentor Student Minority Mentoring Program
University of Colorado
Colorado Springs, Colorado

Advisor/Faculty Sponsor, *The Scribe* University of Colorado
Campus newspaper
Colorado Springs, Colorado

8. Current Professional and Academic Association Memberships

NEA/AFT National Education Association
Colorado Federation of Teachers
NAB National Association of Broadcasters
Denver Press Club

9. Awards and Recognition

2008 Outstanding First Year Administrator,
Division of Student Life, Metropolitan State College of Denver,
Denver, Colorado
2008 Emmy, National Association of Television Arts and Science,
Heartland Division, Outstanding Student Television Production
2007 Golden Key Award National Honor Society
Outstanding Excellence in Teaching Award
Non-tenured Full Time Faculty, Metropolitan State College of Denver,

10. Licenses and Certification

P.O.S.T.
(Police Officer Service Training)
Deputy Sheriff Juvenile Probation State of Nevada,

Outward Bound Leadership Certification
Rock Climbing, White-water Rafting, Outdoor Wilderness Survival

Bureau of Alcohol and Drug Abuse, Counselor
Nevada State License

Provisional Standard Teaching Credential, State of California

11. Most Current Activities (non-teaching)

Syndicated Columnist *The Insider* Broncos Website, Fox News Sports
Freelance Videographer Altitude Sports and Entertainment
Freelance Producer/ Videographer, "THE INTERNATIONAL"
Castle Pines Golf Club, PGA Tournament
Volunteer for Habitat for Humanity

12. Institutional Involvement, Metropolitan State College of Denver

Supervision and placement of 45 Internships and 45 Field Experience students,
Sport Industry Operations Major
Department of Human Performance and Sport
Metropolitan State College of Denver

Served on two tenure track faculty search committees Human Sports Performance and
Leisure Services Department
Metropolitan State College of Denver

Represented Department of Human Performance and Sport
in three National conferences for recruitment of new and transfer students

NAB- National Association of Broadcaster Conferences
2005 – 2010
CMA – College Media Advisors Conferences
2008 – 2010
SPJ- Society of Professional Journalists
2007 - 2010

References:

1. Ms. Diane McCray
315 Anderson
Castle Rock, Colorado
80104
(303) 688-0834
diane.mccray@dcsdk12.org
mccray.diane@gmail.com
2. Ms. Janet St.Pierre
21692 Fairbrook
Mission Viejo, California
92692
(949) 701-7721
janetstpierre@gmail.com
3. Mr. Joel Morwood
1571 Buck St.
Eugene, Oregon
97402
(541)-683-8140

Pat Gunsolley

From: CARRINGTONPAPA@aol.com
Sent: Monday, December 15, 2014 2:35 PM
To: Pat Gunsolley
Subject: Inyo County Water Commission

Pat ---

I would like to submit my name for consideration for re-appointment to the Inyo County Water Commission.

Michael Carrington
P.O. Box 100
Big Pine, CA 93513
760-938-2912

Teri Red Owl
234 S. PaHa Lane • Bishop, CA 93514 • 760-937-2426

December 9, 2014

Board of Supervisors
County of Inyo
P.O. Box N
Independence, CA 93526

RECEIVED
2014 DEC 10 PM 1:18
INYO COUNTY
ADMINISTRATIVE CENTER
BISHOP, CA 93514

Dear Honorable Supervisors:

I am writing this letter to respectfully request that you reappoint me to the Inyo County Water Commission. My term expires on December 31, 2014 and I wish to continue to serve the residents of Inyo County in my capacity as a Water Commissioner.

As an Inyo County Water Commissioner, I am committed to assisting with the implementation and oversight of the County's water policies. Some of the water-related projects that the Commission is currently working on in Inyo County that I would like to continue to be a part of include the vegetation monitoring plan/revisions to the Green Book, Lower Owens River Project, Owens Lake Groundwater Management Plan, and enhancement/mitigation projects.

I believe that the Water Commission is an important public forum that assists with getting information out to the public and receiving their input on a variety of water-related topics in Inyo County. I have always appreciated, welcomed, and valued public participation at the Water Commission level.

I understand the importance of balancing the water needs of the City of Los Angeles with the environmental needs of the Owens Valley. I have gained a lot of experience and knowledge during my tenure on the Inyo County Water Commission and I will continue to use that expertise to improve the beautiful place Inyo residents call home.

I have dedicated the necessary time and I am fully committed to serving another term on the Inyo County Water Commission. I have enjoyed serving on the Water Commission and hope to be re-appointed.

Thank you for your consideration.

Sincerely,



Teri Red Owl

Pat Gunsolley

From: Rob Barker <robbarker1948@gmail.com>
Sent: Tuesday, December 30, 2014 9:46 AM
To: Pat Gunsolley
Subject: Water commission appointment

I would like to be considered for appointment to the water commission. I was a member of the Mammoth Community Water District Board of Directors for 6 years before resigning when I moved to Bishop in 2004. I have a sincere desire to serve the public and provide some leadership in the delivery of water to our citizens. I have been a public educator for 40 years, serving as a teacher and in every administrator position up to, and including, superintendent. I retired from Round Valley Joint Elementary as the Superintendent in 2010. Since then I have been working for both the Bishop Unified School District and the Inyo County Superintendent of Schools. I am currently working as a full-time teacher at Bishop Elementary school. I would consider it a privilege to serve the citizens of Inyo County as a water commissioner.

Thank you for your consideration,

Rob Barker
760-873-3639 (h) 760-937-1949 (c)

RECEIVED
2014 DEC 30 AM 9:50
INYO COUNTY
ADMINISTRATOR
CLERK OF S.P. SORDO

TO: Inyo County Board of Supervisors / Dr. Robert Harrington

Dec. 29, 2014

From: Earl Wilson, 130 So. Lone Pine Ave., Lone Pine, CA 93545-0830

Subject: Request for appointment to one of the vacant positions on the Inyo County Water Commission

I respectfully submit my name for appointment to the Water Commission. I understand that there are two positions currently open. I have no preference between the positions.

Some of my background and qualifications for this position:

Raised in the Owens Valley and returned as a resident of Lone Pine in 1978. I was active with water issues during the pre-LTWA days, development of the "Green Book" and the LORP. I frequently attend Inyo Co. meetings of the Board of Supervisors, Water Commission, Inyo Mono-IRWMP and Planning Commission.

Former employee of the Great Basin Unified – APCD (18yrs.- retired July 2010). This job included shallow & deep groundwater monitoring & production and dust control & vegetation environmental studies. I have also worked in the mining and drilling industries including both water and minerals. (~10 yrs.)

For the last 4 years I have participated in the LADWP-Owens Lake Master Plan as a "public stakeholder" with the work groups on Habitat, Groundwater, Access & Recreation and have provided additional information and assistance to consultants and the Advisory Committee. My work experience on Owens Lake and personal input has been acknowledged as being helpful in the development of the OLMP.

Member of the Restoration Advisory Board (RAB) China Lake – NAWS (2014-), President of China Lake Astronomical Society (2004-) and Treasurer of the Board of Directors of Western Amateur Astronomers (1999-).

BS Degree - Industrial Technology. (Fresno State – 1969)

Thank you for your consideration,

Earl Wilson

PO Box 830
Lone Pine, Calif.,
93545-0830
zearl.email@gmail.com

RECEIVED
2014 DEC 29 PM 2:24
INYO COUNTY
ADMINISTRATOR
CLERK OF SUPERVISORS

401 E. Yaney St., Bishop CA 93514
(760) 873-3790/ smanning@telis.org
December 30, 2014

Inyo County Board of Supervisors
P. O. Box N
Independence, CA 93526

Dear Board of Supervisors:

This letter is a request for appointment to serve on the Inyo County Water Commission. I understand there are currently two openings.

If you have any questions about my qualifications or goals for the Water Commission, please contact me.

Sincerely,

Sally Manning

Sara J. "Sally" Manning, Ph.D.

RECEIVED
2014 DEC 30 AM 9:14
INYO COUNTY
ADMINISTRATOR
OFFICE

Daniel Pritchett
401 East Yaney St.
Bishop, CA 93154

September 19, 2014

Inyo County Board of Supervisors
PO Box N
Independence, CA

Dear Supervisors:

Please consider this an application for the Inyo County Water Commission. I spent 15 years as Conservation Chair of the Bristlecone Chapter of the California Native Plant Society, and am currently on the board of the Owens Valley Committee. With this experience I have a long-standing familiarity with legal and political aspects of Owens Valley water issues. Having been the first author on two peer-reviewed journal articles regarding the ecology of the Blackrock area, I also have some understanding of the science involved. There are relatively few people who have such an understanding and I think it important that those who do offer to serve in government.

I believe much of the county's problems in water management stem from the board's excessive reliance on the advice of the director of the Water Department. My presence on the Water Commission might allow your board to hear arguments you would not otherwise hear from your staff. Please remember Lyndon Johnson's statement regarding one of his political opponents, "It's probably better to have him inside the tent pissing out, than outside the tent pissing in."

Thank you for considering my application.

Sincerely,



Daniel Pritchett

RECEIVED

2014 SEP 22 AM 8:02

INYO COUNTY
ADMINISTRATIVE
CITY OF

October 8, 2014

Aaron J. Hampton
P.O. Box 980
Lone Pine, CA
93545

RECEIVED

OCT 10 2014

Inyo Co. Water Department

Members of the Board of Supervisors:

I am interested in joining the Water Commission for Inyo County. As a long time resident of the Owens Valley, growing up in Independence in the early 1990s and currently living in Lone Pine, I have seen the combined effects— both good and bad— of water use and policy in Inyo County, from the Lower Owens River Project, the tree lot project in Independence, and the numerous undertakings the City of Los Angeles has had throughout the years. Water has historically been a major issue in Inyo County, and with the drought conditions in the area over the last few years and ongoing water diversion by the LADWP it will most likely continue to be. Our county may be large in area, but our communities are small and our resources limited, so I want to help serve as a voice and ear in our communities for one of our most precious resources.

If I can be of assistance with the Water Commission or if you have any questions for me, I can be called at (760) 937-1520, or emailed at aaronjhampton07@gmail.com.

Sincerely,



Aaron J. Hampton

RECEIVED
2014 OCT 10 AM 11:21
INYO COUNTY
ADMINISTRATOR
CLERK OF BOARD

From: philipana@aol.com [mailto:philipana@aol.com]

Sent: Monday, November 03, 2014 7:57PM

To: Linda Arcularius; supervisor.pucci@gmail.com; Jeff Griffiths; Matt Kingsley; Mark Tillemans

Cc: kcarunchio@inyocounty.usa; Bob Harrington; mprather@lonepinetv.com

Subject: Inyo Water Commission Letter

To the Inyo Board of Supervisors

Philip E Anaya
2348 Longview Dr
Bishop, Ca
November 3, 2014

Dear Members of the Inyo County Board of Supervisors,

I am writing to you today to request consideration for appointment to the Inyo County Water Commission. I became aware of the continuing vacancy on the Commission to replace Mr. Stroh. I realize that there is a preference to have a Board District balance of representation on all County Commissions and that the Northern County is well represented in that respect on this Commission. Also, please I would offer that a representative of the Rancher's Community is also a preferable candidate. With this in mind, as you consider the attributes of candidates, please also the contributions that I would offer to Inyo County.

I was born in Los Angeles on September 26, 1948 (age 66) and raised in the San Fernando Valley (Reseda) . I attended both parochial and public schools graduating from Reseda High School in 1966 without distinction. I attended Pierce Jr College (AA 1968) mostly to play water polo and then attended Cal State University Northridge (BA Geography 1971) to also play water polo. What wonderful years they were those conflicts, those battles in the pool, those years in the surf, in the ocean. I have always had both hands in the water however in those years the ideas of advocacy within me was born. During my earlier younger years I was employed by Los Angeles Rec and Parks, Aquatics Division and held positions full and part time as Locker Attendant , Life Guard and Sr.

Life Guard (and Water Polo Coach) in various locations for the City including Reseda, Venice, other LA City Park Pools and Hansen Dam (1965-1973). I also worked part time during college for the LA Unified School District as a Noon Duty Aide and as an After School Playground Director. From 1973 -

1978, I was employed as an LA County Probation Officer in the Camps and Schools Division. I left the Department in Good Standing (DPO II, 5th step) to sail away to Hawaii, returning about year later and began the 36 year self employed career in construction as a hardwood floor specialist. The other experience worth mentioning during my college years was my participation with Dr. Warren Campbell of CSUN Urban Studies in the Destination 90's Forum which achieved in the Rumford

Act the requirement of the dedication of open space (parklands) by Developers in the approval of their sub division applications in California and the adoption of that legislative requirement in the City of Los Angeles. Through the years I have also participated in numerous voluntary advocacies of local land use planning issues both in Santa Monica and the City of Los Angeles.

I have been fortunate to have been married, am a Father to two wonderful grown girls. I personally participated in the building of several family homes , was active in the founding of the Santa Monica Waldorf School and later was on the Highland Hall Waldorf School Board (Northridge) for two

years, the first year, being the Parent Association President Board Member representative and the second year being asked to continue as a Board Member for another year. The value of this experience has given me insight into the role of being a participant within a group with responsibilities, to not only the active administration of an Institution but also the social dynamic insights of working within a responsible group.

I have been a visitor, backpacker, fisherman (evolved to become a fly fisherman these past

33 years) to the Eastern Sierra from age 11. Being raised in Reseda, I literally have had the LA Aqueduct Owens River water in my blood all my life. I first took notice of the political/historical issues at the Waters of the Eastern Sierra at an Owens Valley Committee Celebration regarding the LORP just about the time when I was able to purchase my home here in Bishop. As time progressed, I have become increasingly more educated and involved in the Issues of the Eastern Sierra as you all might have noticed and I have to say I do little fishing these days as compared to the past and play water polo even less. It is no longer about catching, understanding fish, the entomology, the wonders of

the mountains, the valley ,the sky ,which trails and access to the waters . It is now become about the issues of the waters, the quality, the quantity ,the drought ,the hope for snow pack, the LADWP, the Bishop Cone, the LTWA, the LORP, Bishop Creek, SCE, Chandler and Hillside Decrees, the SOVSRP, the REGPA and most important all those issues and concerns discussed and decided at the Tech Group and the Standing Committee. I value highly those people that have advanced my education of the Eastern Sierra and offer their names as character references. Mark Bagley, Mike Prather, Bob Harrington, Sally Manning, Nancy Masters, Richard Potashin, Mary Roper, Kammi Foote, Jon Klusmire and Benett Kessler and Darcy Ellis through their editor efforts and many many more. My involvement with the care, concerns and the issues of the Inyo have been with all of these folks. I do not always agree with each of them and yet I have been fortunate to have had the gift to have acquired some vital knowledge of the Owens Valley, with and from them, at the same time having a freedom of expression that comes from being a recent resident (2006) and from remaining

an independent voice as you all have had the experience before you , officially nonaffiliated, never having any voting rights, responsibilities or obligation to any group.

I see my own future concerns with the issues of the Eastern Sierra best focused in aligned partnership with all participants, with every group or individual who subscribes to sustainability to the natural landscapes and all the populations here in the Eastern Sierra. I am not a natural resource professional but philosophically, I believe that there is a truth to be told , the truths that need to be always expressed, hard truths at all times, that need the light of day. I believe that truth, altruism and this world is best served with open hearts, minds and knowledge and I aspire to be a seeker and a crier of that truth.

If considered, if appointed to the Water Commission, expect much effort, expect a force to evolve and expand the Water Commission duties. Expect me to be a continued activist member of any issue that effects the preservation and salvation of the Inyo. If you choose to trust me with the responsibilities of participation in the Water Commission, I pledge to do just that, to be a responsible member of the Water Commission and a responsible Commission Member in the Community.

Thank You for the good works that you all do for the people and the places of Inyo County and the consideration of this application.

Philip E. Anaya

Pat Gunsolley

From: nina weisman <ninaweisman@hotmail.com>
Sent: Tuesday, December 30, 2014 4:21 PM
To: Pat Gunsolley
Cc: Jeff Griffiths; supervisor.pucci@gmail.com; Mark Tillemans; Matt Kingsley
Subject: Interest in water commission

Honorable Inyo County Board of Supervisors,

I am interested in serving on the Inyo County Water Commission. I have lived in Inyo County for many years and have been very interested in water issues. I am also involved in other community activities, including serving on the Tri-County Fair Board of Directors, and volunteering with the Independence Civic Club, and the local Fire Safe Council.

My bachelor's degree in Geography from UCLA would serve me well in interpreting the complexity of our water issues. My personal interest has familiarized me with the specific issues affecting Inyo County.

Sincerely,

Nina Weisman



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: Water Department

FOR THE BOARD MEETING OF: January 13, 2015

SUBJECT: Approval of Contract between the County of Inyo and Ecological Society of America

DEPARTMENTAL RECOMMENDATION: Request your Board ratify the Contract between the County of Inyo and the Ecological Society of America for the provision of Professional Services in an amount not to exceed \$150,000 for the period of July 1, 2014 to June 30, 2015; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

SUMMARY DISCUSSION: Vegetation monitoring methods for the Inyo/Los Angeles Long Term Water Agreement (Agreement) are described in a technical appendix called the Green Book. As part of a recent settlement to a dispute over vegetation conditions in vegetation parcel Blackrock 94, Inyo County and Los Angeles committed to:

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 measureable 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 measureable pursuant to Water Agreement IV.B and Green Book Section I.C.

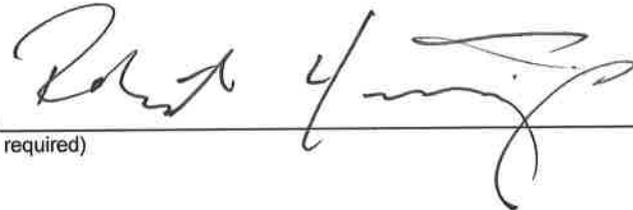
The project to develop vegetation monitoring and analytical methods follows procedures endorsed by the Inyo/Los Angeles Standing Committee which provide for obtaining the assistance of facilitators and scientific peer review panels. The Water Department and LADWP have selected the ESA to assemble and coordinate members of a science review panel to assist the project to revise the vegetation monitoring provisions of the Green Book. The ESA will subcontract with scientists on the panel who will participate in a workshop in the Owens Valley and provide their recommendations how to collect and analyze vegetation data as part of the Long Term Water Agreement. The panel will also provide peer review of the monitoring and analytical procedures that Inyo and LADWP propose for adoption. Administration and payment for ESA staff and the panel members will be in accordance with funding agreements for Cooperative Studies pursuant to Section IX of the Water Agreement. In addition, the objectives and mutual understanding of the role of ESA are contained in a Memorandum of Understanding (MOU) approved by the Board of Supervisors in July, 2014. Copies of the MOU and the Cooperative Studies Funding Agreements are attached.

ALTERNATIVES: The Board could deny the request, and require that the contract be administered and funded in another manner. This alternative may contradict the resolution to the Blackrock 94 dispute and delay the work to revise the Green Book.

OTHER AGENCY INVOLVEMENT: Administration of the contract will be in accordance with MOU and Cooperative Studies Agreement with LADWP.

FINANCING: Pursuant to the Water Agreement Section IX, the cooperative studies will be funded by LADWP. Funding has been deposited in the Owens Valley Coop Studies Trust (500465). The contract will be funded from the Water Department budget (024102) Professional Services (5265) pending a mid-year budget amendment.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>Yes</u> Date <u>12/10/14</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>12/15/2014</u>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 1.5.15
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

ATTACHMENT A

Scope of Work for Ecological Society of America

Inyo County and City of Los Angeles have requested the assistance of the Ecological Society of America (ESA) to develop and implement vegetation monitoring and data analysis procedures. The Purpose and Objectives of this collaborative effort were documented in a Memorandum of Understanding (attached). ESA will work closely with Inyo County and LADWP Project Managers and the Project Facilitator selected by the County and the City.

Scope of Work

1. ESA will assemble a panel of three scientists to assist with the design of new vegetation monitoring and analytical methods (Task I.A-D in the project outline). ESA will provide the qualifications of prospective members for review by the County and the City. LADWP and the County will approve the selection of the panel members.
2. The panel members and ESA staff will attend an initial workshop in the Owens Valley. Inyo and LADWP staff will provide presentations of the goals, monitoring purpose, and current programs/methods. The multi-day (3) workshop will include field visits to familiarize members with the geography and ecology of the Owens Valley, The Scope of Work for ESA may be modified after this meeting if necessary.
3. Panel members will research and recommend monitoring and analytical methods including strengths and weaknesses of alternatives. ESA will provide the County a cost estimate and schedule for this task before authorization. Panel members may communicate among themselves but do not need to reach consensus on their recommendations. ESA will assemble a written report(s) from the panel and coordinate a presentation of the panel recommendations to Inyo and LADWP. The presentation format can be a workshop, video conference, or webinar.
4. ESA will coordinate requests from Inyo County Project Manager for additional consultation tasks with one or all of the panel members as the working group develops monitoring and analytical methods to propose to the Technical Group. LADWP's Project Manager will be copied on all written communications and provided with reasonable opportunity to participate in all verbal communications between ESA and Inyo County pertaining to this project.
5. ESA will assemble a panel of three reviewers to provide a blind peer review of methods developed by Inyo and LADWP staff for inclusion into the Green Book (I.G above)
6. Repeat Tasks 1-5 to assist development of applicable remote sensing methods (Task 1.E and F)
7. Repeat Tasks 1-5 for Task III. It is likely that this task cannot be completed within the present contract period

ATTACHMENT B

AND **AGREEMENT BETWEEN COUNTY OF INYO**
ECOLOGICAL SOCIETY OF AMERICA
FOR THE PROVISION OF PROFESSIONAL **SERVICES**

TERM:

FROM: JULY 1, 2014 **TO:** JUNE 30, 2015

SCHEDULE OF FEES:

ESA Staff	Rate
Science Program Coordinator	\$126.12/hour
Science Program Assistant	\$ 26.75/hour
Science Review Panel members	\$1273.90/day; maximum rate
Other Conference Calls organized by ESA	At cost via ESA Reservationless Plus account

ATTACHMENT C

AND **AGREEMENT BETWEEN COUNTY OF INYO**
ECOLOGICAL SOCIETY OF AMERICA
FOR THE PROVISION OF _____ **PROFESSIONAL** _____ **SERVICES**

TERM:

FROM: _____ **JULY 1, 2014** _____ **TO:** _____ **JUNE 30, 2015** _____

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Travel expenses will be reimbursed at the following rates:

Mileage	Travel in Consultant's private automobile will be reimbursed at \$0.56 per mile
Lodging	\$125 per day
Per Diem	\$58 per day
Other Travel Expenses	Airfare and vehicle rental will be reimbursed at cost



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
Only:
AGENDA NUMBER
15

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: January ¹³~~6~~, 2015

SUBJECT: Request approval of Amendment No. 2 to the current Inyo County Buildings and Facilities Trash Disposal Service Agreement, to add trash disposal services at the new Inyo/Mono County Agriculture Department Storage Building, Bishop.

DEPARTMENTAL RECOMMENDATIONS:

1. Approve Amendment No. 2 to the current Standard Contract #113 with Preferred Septic and Disposal, Inc., in order to add trash removal service at the Inyo/Mono County Agriculture Department Storage Building to the current trash disposal services contract. This Amendment will increase the current monthly service contract amount of \$3,011.22 by \$26.66, resulting in a new per month trash service payment amount of \$3,037.88 for the remaining 12 months of the contract. The contract will be an increase of \$319.92 to the current not-to-exceed contract amount of \$107,187.40 resulting in a revised not-to-exceed amount of \$107,507.30.
2. Authorize the Chairperson to sign the Amendment to the Contract contingent upon the appropriate signatures being obtained and contingent upon adoption of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On November 20, 2012, Inyo County entered into an Agreement with Preferred Septic and Disposal, Inc. to provide waste disposal and recycling services at specific County buildings and facilities. This is a three (3) year agreement, for the period that began December 1, 2012 until November 30, 2015. The County Auditor's Office has indicated that based on the current county purchasing policy and because of Preferred Septic and Disposal, Inc. submitting the lower bid price, Public Works can amend the current Agreement with Preferred Septic and Disposal, Inc. to provide this additional trash disposal service. Also, this Agriculture Storage building trash disposal service location will be included on future Inyo County Buildings and Facilities trash disposal Request for Proposals.

ALTERNATIVES:

Your Board could deny this amendment to the contract and direct the Inyo/Mono County Agriculture Department to obtain a separate purchase order to obtain the Agriculture Department Storage Facility trash disposal service, however, that is not recommended as an agreement is already in place to obtain these additional services by executing a contract amendment.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor

FINANCING:

The funds for this Contract will be provided through the County's Public Works Department, Building & Maintenance of Ground Division budget 011100, Object Code 5265. Any required Departmental budget adjustments will be made during mid-year budget revisions.

Preferred Septic and Disposal, Inc., Amendment No. 2

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>✓</u> Date <u>12/29/14</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: <u>[Signature]</u> Date <u>12/30/2014</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>N/A</u> Date <u> </u>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) [Signature] Date: 12/30/14

**AMENDMENT NO. 2
TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Preferred Septic and Disposal, Inc.
FOR THE PROVISION OF WASTE DISPOSAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Preferred Septic and Disposal, Inc. of Bishop, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the provision of goods dated November 20, 2012, on County of Inyo Standard Contract No. 113, for the term from December 1, 2012 to November 30, 2015.

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:

1. SCOPE OF WORK, Attachment A – REVISE Exhibit A as follows:

Add to Exhibit A, page 2 of 5 – Location (Bishop), the following additional Trash Disposal Service requirement:

<u>Location (Big Pine)</u>	<u>Size of Dumpster</u>	<u>Quantity</u>	<u>Frequency</u>
Agriculture Storage Building 218 Wye Road, Bishop, CA	96 gallon rolling cart	1	1/week

3. CONSIDERATION, Section A. Compensation. REVISE as follows:

County shall pay to Contractor the sum total of (a monthly payment of) Three Thousand and Thirty Seven Dollars and Eighty eight cents (\$3,037.88 for performance of all of the services and completion of all the work described in Attachment A.

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to contractor for services and work performed under this Agreement shall not exceed One-Hundred Seven Thousand Five-Hundred Seven and 30/100 Dollars (\$107,507.30).

The effective date of this amendment to the Agreement is January 6, 2015.

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

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
th DAY OF _____, 2015.

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

Taxpayer's Identification Number:

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only: AGENDA NUMBER 16
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FROM: Public Works Department

FOR THE BOARD MEETING OF: January 13, 2015

SUBJECT: Olancha-Cartago Four-Lane Project Notice of Preparation of a Draft Environmental Impact Report and Environmental Assessment

DEPARTMENTAL RECOMMENDATIONS:

Request discussion regarding Notice of Preparation released by the California Department of Transportation (Caltrans) for the Draft Environmental Impact Report (DEIR) / Environmental Assessment (EA) for the Olancha-Cartago Four-Lane Project. Consider the submittal of a letter in response to the Notice of Preparation, and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Caltrans is proposing to convert approximately 12.6 miles of existing U.S. Highway 395 from a two-lane conventional highway to a four-lane expressway near the communities of Olancha and Cartago. Caltrans released a Draft Mitigated Negative Declaration / EA for public review on this same project in August 2010. The County submitted a comment letter on October 10, 2010 in response to that environmental document and this is attached for your reference. Caltrans has since decided that the correct environmental document for this project is an Environmental Impact Report; and released a Notice of Preparation that was received by the Public Works Department on December 22, 2014. The County is asked to reply within 30 days of receipt of the Notice of Preparation or by January 21, 2015.

The Initial Study for this project can be viewed online at http://www.dot.ca.gov/dist9/projects/olancha/docs/draft_olancha-cartago_envir_doc.pdf. The Notice of Preparation states that the preferred alignment is not discussed in the Initial Study and briefly describes the preferred alignment.

The County's August 2010 letter recommended support of Alternative 1, the Alternative that changes the existing alignment from 2 to 4 lanes. Staff recommends against including such language in this letter as the purpose of the Notice of Preparation is to identify potentially significant issues that should be evaluated in the DEIR. The comment letter is thus limited to identifying issues of concern for the County.

ALTERNATIVES:

- 1) The Board could give specific direction to staff to revise the draft letter
- 2) The Board could choose to not send the comment letter.
- 3) The Board could choose to continue the consideration of this matter to the January 20, 2015.

OTHER AGENCY INVOLVEMENT:

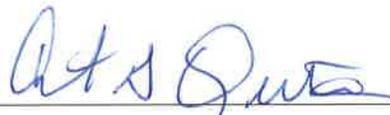
- Caltrans – Agency conducting the proposed project
- Inyo County Local Transportation Commission (LTC) – programs projects on State Highways and local streets and roads in Inyo County.
- California Transportation Commission – approves the programming of transportation projects submitted by Regional Transportation Planning Agencies such as the LTC

FINANCING:

Time to complete this staff report is funded out of the LTC Overall Work Program.

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

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

 Date: 11/7/15

- Attachments:
- Draft Reply to Notice of Preparation
 - Notice of Preparation
 - October 10, 2010 letter from Inyo County to Caltrans

January 13, 2015

Kristen Helton
Southern Valley Environmental Analysis Branch
California Department of Transportation
855 M Street, Suite #200
Fresno, CA 93721

Dear Ms. Helton:

This letter is in response to the Notice of Preparation that was received by Caltrans on December 19, 2014. Issues of particular concern to Inyo County are community character in both Olancho and Cartago, economic impacts to the communities and to the rural lifestyle of the County, the herding of cattle from pastures east of US Highway 395 to the summer pastures in the Southern Sierra, continued access for area residents, access to recreational facilities for locals and the public, increased noise created by higher speed limits and the highway being located closer to residents, project cost, and the expense resulting from the possible relinquishment of portions of the current alignment of US Highway 395.

Based on these concerns, the County would like to see the California Environmental Quality Act required topics of Aesthetic Resources, Land Use/Planning, Population/Housing, Cultural Resources, Noise, and Recreation analyzed in detail in the environmental document. Although the stated preferred alternative is not addressed in the Initial Study, the County would like to see this alternative discussed in great detail in the Draft Environmental Impact Report.

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

Sincerely,

Matt Kingsley, Chair
Inyo County Board of Supervisors

Cc: Mike Beauchamp, Caltrans District 9 Director
Cedrik Zemitis, Caltrans District 9 Project Manager

DEC 22 2014

NOTICE OF PREPARATION

To: Inyo County TLC
Courtney Smith, Transportation
P.O. Box Drawer Q
Independence, CA 93526

From: California Dept. of Transportation
855 M Street Suite 200
Fresno, CA 93721

Subject: **Notice of Preparation of a Draft Environmental Impact Report**
Reference: California Code of Regulations, Title 14, (CEQA Guidelines) Sections 15082(a), 15103, 15375.

Project Title: Olancha-Cartago Four-Lane Project

Project Location: State Route 395 in the County of Inyo

Project Description: The California Department of Transportation (Caltrans) proposes to convert approximately 12.6 miles of the existing U.S. Highway 395 from a two-lane conventional highway into a four-lane expressway near the communities of Olancha and Cartago in Inyo County. Additionally, a route adoption is proposed for U.S. Highway 395 and State Route 190.

This is to inform you that the California Department of Transportation will be the lead agency and will prepare an environmental impact report for the project described below. Your participation as a responsible agency is requested in the preparation and review of this document.

Based on the findings in the Initial Study prepared in August of 2010, Caltrans has determined that a project EIR in accordance with Section 15161 of the State CEQA guidelines will be prepared due to potentially significant unavoidable impacts associated with the project.

We need to know the views of your agency as to the scope and content of the environmental information that is germane to your agency's statutory responsibilities in connection with the proposed project. Your agency will need to use the EIR prepared by our agency when considering your permit or other approval for the project.

A complete project description, location, and probable environmental effects are contained in the attached material.

A copy of the Initial Study is not attached, but is available online at:
http://www.dot.ca.gov/dist9/projects/olancha/docs/draft_olancha-cartago_envir_doc.pdf

Due to the time limits mandated by State law, your response must be sent at the earliest possible date but not later than 30 days after receipt of this notice.

Please direct your response to Kirsten Helton, Senior Environmental Planner, Central Region Environmental Division Special Projects Branch at the address shown above. Please provide us with the name of a contact person in your agency.

Date 12/5/2014

Signature 
Christine Cox-Kovacevich
Chief, Central Region Environmental

Notice of Preparation of a Draft Environmental Impact Report for the Olancha-Cartago Four-Lane Project

The California Department of Transportation (the Department), the Lead Agency, is preparing environmental documentation to address impacts associated with converting the existing U.S. Highway 395 segment from a two-lane conventional highway into a four-lane expressway. In addition, this Environmental Impact Report/Environmental Assessment (EIR/EA) would provide environmental compliance documentation for construction of the project from post mile 29.2 to post mile 41.8 in Inyo County. The document will be prepared as a joint document pursuant to the California Environmental Quality Act and the National Environmental Policy Act. The Department will be preparing an Environmental Impact Report/Environmental Assessment (EIR/EA) for the project, which is known as the Olancha-Cartago Four-Lane Project. As required by CEQA, the Department is distributing this Notice of Preparation requesting comments from responsible and trustee agencies regarding the significant environmental issues, reasonable alternatives, and reasonable mitigation measures that need to be discussed in the Draft EIR/EA to address each agency's concern.

Project Location

The project is located on U.S. Highway 395 near the communities of Olancha and Cartago in Inyo County. The project extends the existing four-lane highway segment just south of the Los Angeles Aqueduct Bridge No. 48-10 at post mile 29.2 north to the four-lane segment at the Ash Creek Bridge No. 48-11, post mile 41.8. The project is approximately 12.6 miles long. Figure 1 provides a Project Vicinity Map and Figure 2 is the Project Location Map.

Project Description

The California Department of Transportation (Caltrans) proposes to convert approximately 12.6 miles of the existing U.S. Highway 395 from a two-lane conventional highway into a four-lane expressway from post mile 29.2 to post mile 41.8 in Inyo County. The new facility will have four 12-foot lanes with a variable median width. There will be paved shoulders throughout the project, 5 feet wide on the inside and 10 feet wide on the outside. The project will construct new concrete bridges to cross the Los Angeles Aqueduct and install concrete box culverts and smaller pipe culverts throughout the project limits to promote drainage. A material site at the end of Fall Road and south of Olancha Creek may be used to provide soil and road materials for the project. Additionally, a route adoption is proposed for U.S. Highway 395 and State Route 190.

Project Alternatives

The Department will continue to screen the alternatives identified through the scoping process and only carry forward those alternatives that are considered viable for evaluation in the EIR/EA. The following alternatives are currently under consideration:

Build Alternatives

- Alternative 1 proposes constructing segments of conventional all-paved, conventional divided and controlled-access four-lane divided highway along the existing U.S. Highway 395 alignment.
- Alternative 2 proposes construction of a controlled-access four-lane divided expressway with the northbound and southbound lanes separated by at least a 100-foot-wide unpaved median throughout the project along the existing U.S. Highway 395 alignment.
- Alternative 2A is a variation of Alternative 2 and proposes that the controlled-access divided four-lane expressway be constructed to the west of the community of Cartago with the northbound and southbound lanes separated by at least a 100-foot-wide unpaved median throughout.

- Alternative 3 proposes construction of a controlled-access divided four-lane expressway to the west of the community of Olancha with the northbound and southbound lanes separated by at least a 100-foot-wide unpaved median throughout the project.
- Alternative 4 proposes construction of a controlled-access divided four-lane expressway to the west of the communities of Olancha and Cartago with northbound and southbound lanes separated by a variable-width median throughout the project to avoid utilities.
- The Recommended Preferred Alternative is a combination of Alternatives 3 and 4 that was not circulated as part of the Initial Study. The combined alternative will be a controlled-access four-lane divided expressway that will pass west of Olancha and the Los Angeles Aqueduct (Alternative 4). Once the alignment crosses Olancha Creek, the preferred alternative will cross the Los Angeles Aqueduct and continue north through Cartago along the existing highway to meet up with the four-lane section of U.S. Highway 395 to the north (Alternative 3). The northbound and southbound lanes will be separated by a 100-foot wide unpaved median.

No Build Alternative

The "No-build" alternative proposes to leave the facility as it currently exists.

Environmental Effects

The project would not create a significant encroachment upon the floodplain. The proposed project would not increase seismic hazards. There would be no effects on air quality, water quality, or sensitive noise receptors. The character and composition of traffic would not be affected. The project would not affect planned land use.

Biological Resources

Impacts to threatened or endangered species would be mitigated in accordance with a Biological Opinion rendered by the U.S. Fish and Wildlife Service and with a Section 2081 Incidental Take Permit issued by the California Department of Fish and Game.

Relocations

Residents and businesses displaced by the project would receive assistance through the Relocation Assistance Program in accordance with the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act.

Visual/Aesthetic

Impacts would be mitigated by contour grading cut and fill slopes to a non-uniform profile to blend with the adjacent slopes. The selection of materials and methods for the revegetation of the project is critical for erosion control and restoring the visual quality. To preserve the native seed stock and natural chemical compounds, it is critical to collect and store topsoil/duff for placement on disturbed areas before replanting. A plan would be instituted to minimize the removal of existing vegetation wherever feasible. Fremont Cottonwood trees would be replaced in accordance with the California Department of Fish and Game 1602 permit.

Utilities

Utilities affected by the project would be relocated in coordination with utility companies.

Cultural Resources

Impacts to cultural resources would be mitigated under the provisions of the Caltrans, Federal Highway Administration, and State Historic Preservation Officer Programmatic Agreement for Compliance with Section 106 of the National Historic Preservation Act.

Paleontological Resources

Impacts to paleontological resources would be minimized by implementing a well-designed paleontological resource mitigation plan.

Wetlands

Wetlands would be mitigated through the in-lieu fee process or by purchasing credits from an approved bank at a ratio to be determined during the permitting process with the United States Army Corps of Engineers.

Section 4(f)

A Section 4(f) evaluation is required for this project because prehistoric and historic archaeological sites and cultural landscape/property exist within the project limits.

Wetland Mitigation

The "No-build" alternative is preferred because it leaves the facility as it currently exists.

Environmental Effects

The project would not create a significant environmental impact on the facility. The project would not increase noise levels. There would be no effect on air quality, water quality, or sensitive areas. The character and location of the project would not affect the project.

Biological Resources

Impacts to biological resources would be minimized in accordance with a biological opinion prepared by the U.S. Fish and Wildlife Service under a section 7031 biological take permit issued by the Department of Fish and Game.

Archaeology

Archaeological resources discovered by the project would receive assistance through the National Historic Preservation Act and the National Historic Preservation Act.

Visual Resources

Visual resources would be maintained by the project. The project would not create a significant impact on visual resources. The project would not create a significant impact on visual resources. The project would not create a significant impact on visual resources.

Figure 1

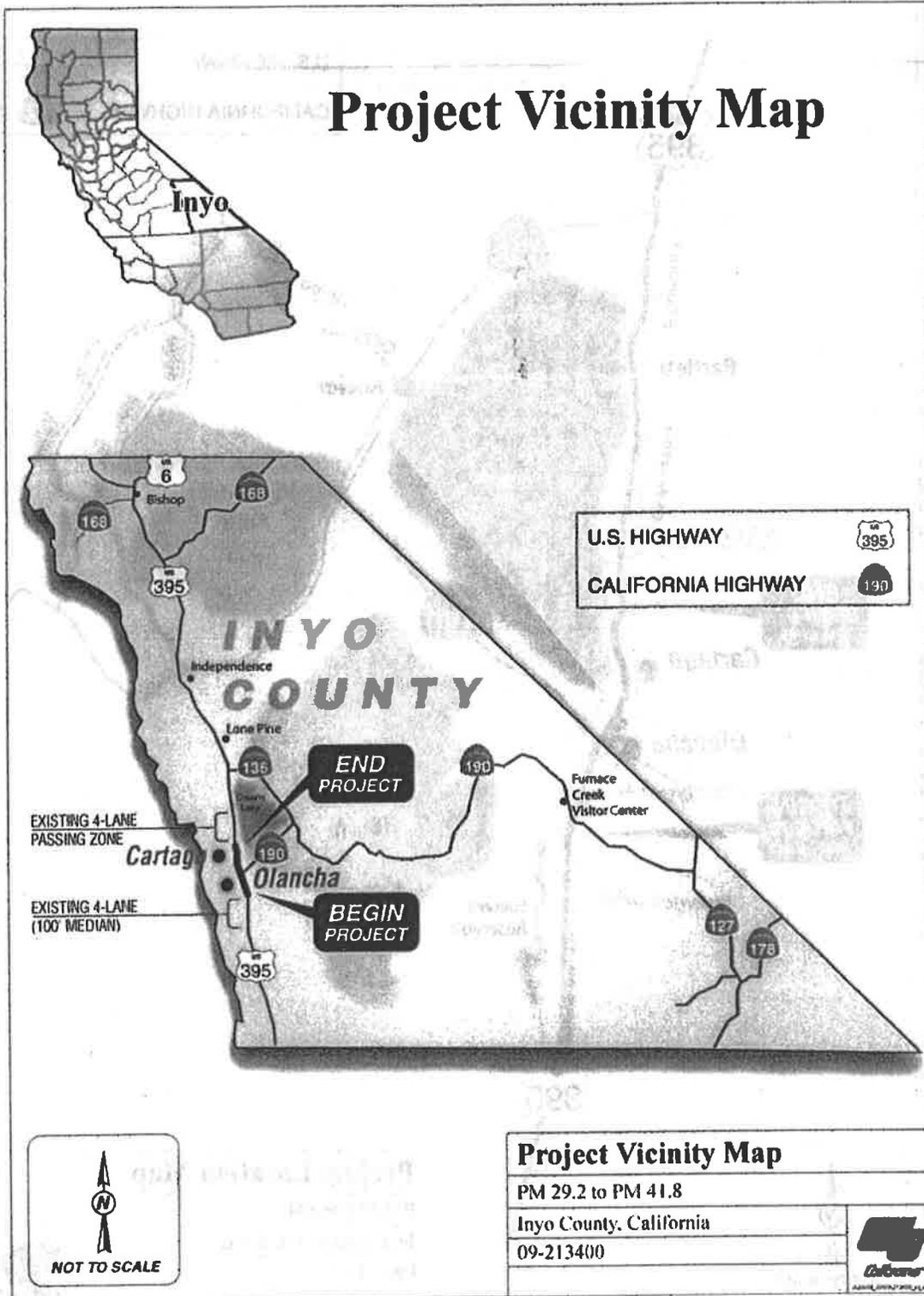
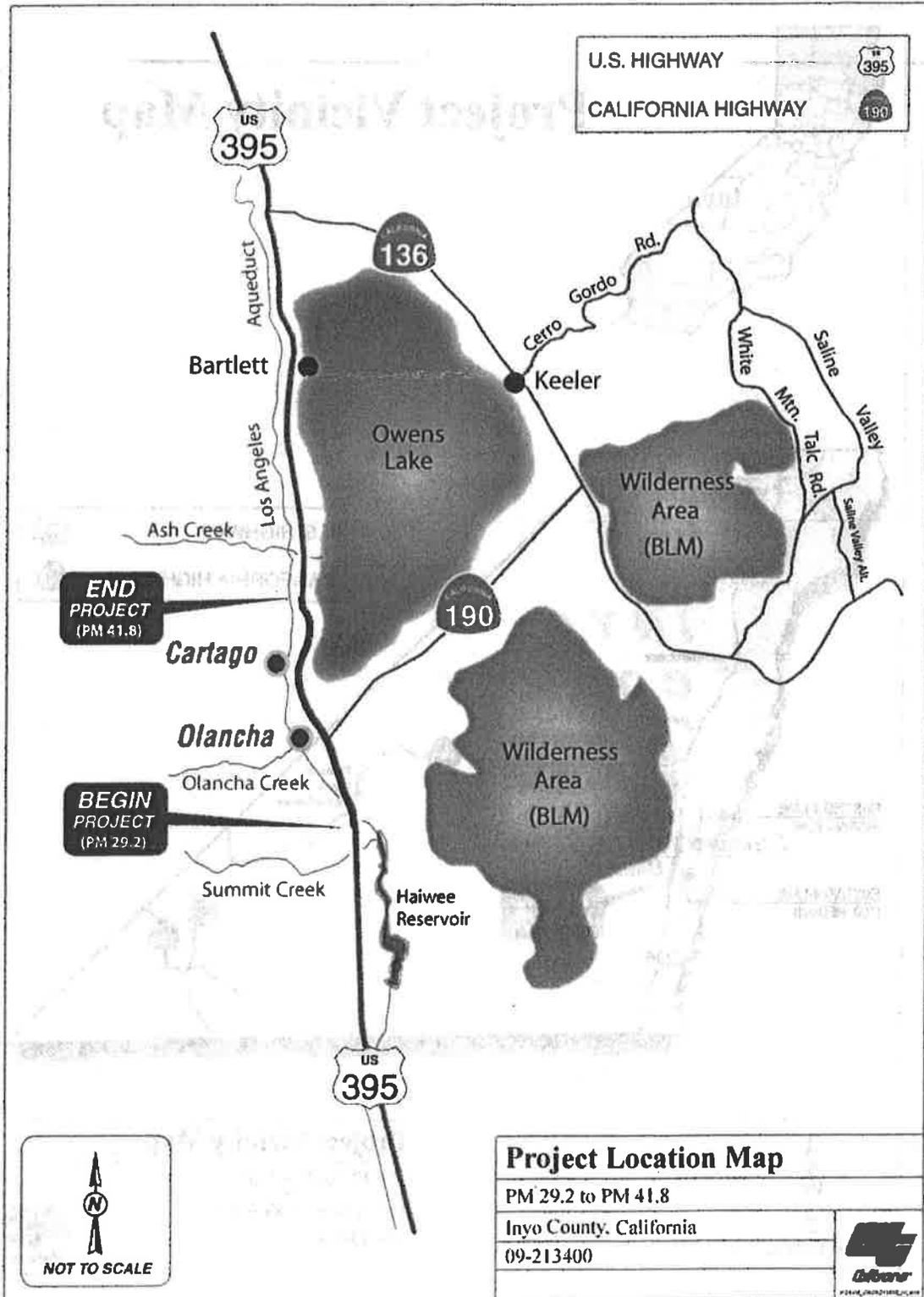


Figure 2





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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Assistant Clerk of the Board

October 5, 2010

Kristen Helton, Branch Chief
Southern Valley Environmental Analysis Branch
California Department of Transportation
2015 East Shields Ave., Suite 100
Fresno, CA 93726

Dear Ms. Helton:

Inyo County would like to express its support for **Alternative 1** in the Olancha-Cartago Four-Lane Project Draft Mitigated Negative Declaration and Environmental Assessment.

Issues of particular concern to Inyo County are community character in both Olancha and Cartago, economic impacts to the communities and to the rural lifestyle of the County, the herding and transportation of livestock, continued access for both area residents, access to recreational facilities for locals and the public, project cost, and the expense resulting from the possible relinquishment of portions of the current alignment of US Highway 395.

The socio-economic analysis in the Community Impacts portion of the Draft MND & EA falls short in its analysis of impacts created by the bypass described in Alternatives 2A, 3, and 4. The document does not include an analysis of how each alternative will affect the County's tax base and revenue. Based on the extremely limited amount of private land in the County and the US Highway 395 corridor, the County General Plan sets forth the following policy:

Policy Gov-3.1: No Net Loss

The County shall work with federal and state agencies, local districts, utilities (e.g., LADWP), and Native American tribes to encourage that land exchanges have a net positive impact on the County. In its evaluation, the County may consider factors such as impacts on the County's tax base and revenues, orderly community growth, future development, future revenues and/or other gains, and impacts on the environment, both natural and created.

Table 2.2 on page 34 of the environmental document shows that Alternative 1 will require the least amount of total right-of-way acres for the roadway. It was represented by Caltrans staff at a workshop on September 28, 2010 that Alternative 1 would also require the right-of-way take of the least total acreage of **private** property. The Community Impacts analysis looks at number of residents and businesses impacted by right-of-way impacts. However, it does not discuss impacts to existing businesses and to resultant County tax base and revenue streams that will likely occur by the construction of a bypass. Businesses along US Highway 395 in Olancha rely on proximity to the highway for the majority of their business. Therefore, it is anticipated revenue streams for both business owners and the County will decrease as a result of a bypass.

Kristen Helton
October 5, 2010
Page TWO

Though Olancha and Cartago are very small communities, they form an integral part of the social and economic lifestyle of Inyo County. Implementation Measure No. 14 of the Inyo County General Plan Circulation Element states "The County shall support highway system improvements designed to optimize the use and safety of present facilities as an alternative to construction of new highways." The County supports the construction of US Highway 395 as a four-lane highway with a center turn lane as described in Alternative 1.

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

Sincerely,



Supervisor Richard Cervantes, Chairperson
Inyo County Board of Supervisors

cc: Tom Hallenbeck, Caltrans District 9 Director
Cedrik Zemitis, Caltrans District 9 Project Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
17

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

FROM: Road Department

FOR THE BOARD MEETING OF: January 13, 2015

SUBJECT: Snow Removal Policy Discussion

DEPARTMENTAL RECOMMENDATIONS:

Request Board discussion concerning the Inyo County Road Department's Snow Removal Policy.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Because it's the winter season, the Road Department would like to discuss the County's "Snow Removal Policy". For the past few years, Inyo County has experienced severe drought conditions. Because of the drought the Road Department has not had to remove snow from the valley floor. While this may once again be the case, it's always good to revisit the "Snow Removal Policy" in an effort to keep everyone informed and up to date.

ALTERNATIVES:

The Board could elect to not discuss the Snow Removal Policy. This is not recommended as the policy should be discussed in order to keep the policy fresh in everyone's mind and to discuss problems or possible changes when needed. This policy helps improve the effectiveness of Road Department operations and provides a common understanding of the procedures and considerations to be followed during winter snow events.

OTHER AGENCY INVOLVEMENT:

U.S. Forest Service

FINANCING:

The Draft Snow Removal Policy will not result in additional financial impacts.

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Date: 1/6/15

INYO COUNTY ROAD DEPARTMENT SNOW REMOVAL POLICY

Goal

The goal of the Inyo County Road Department's snow removal operations is to ensure the safety of its employees and volunteers and provide for the safest possible movement of traffic throughout the county during winter months and particularly during storm periods. The Inyo County Road Department has established snow removal guidelines for all road department equipment operators, which may be amended by the Road Commissioner whenever he deems it necessary to accomplish this policy.

The Snow Removal Policy provides Road Department staff with guidance and ensures that:

- Public and employee safety is always the primary concern,
- Snow removal operations will be distributed throughout the County as evenly as possible,
- Priorities for snow removal are established and understood by all and,
- Proper responsibility and authority is established.

Priorities

Snow removal in Inyo County is a function of manpower and equipment. Snow removal will normally occur during daylight hours unless situations occur that requires additional snow removal efforts.

In an effort to achieve the County's goal of safe snow removal operation, the following priorities have been set to ensure the efficient and safe order of snow removal on County roads.

Priority Order:

- A. Support for emergency agency responses;
- B. Main arterial, collector streets and school bus routes;
- C. Secondary residential streets;
- D. Non-residential outlying paved roads;
- E. Outlying paved streets that are not normally plowed but may require access.

In conjunction with the above Priority order, all roads in the Inyo County Maintained Mileage system have been assigned an A-E priority rating. A copy of the Road Priority List is attached. In general, this priority rating will establish a precedence list that the Inyo County Road Maintenance Supervisors and operators will follow. However, when removing snow in remote areas such as Aspendell, Habeggars, Darwin, etc., crews will attempt to open all County roads before leaving that area.

Subject to the severity of the snow event and the availability of manpower and equipment, the following "Levels of Operation" have been established. In situations where the snow event is more severe in some areas than others, the Road Commissioner or Road Superintendent may move equipment and manpower from the less impacted areas to work in the more severely impacted areas as needed.

Level 1 Operations:

During normal, manageable storms, snow will be removed from priority A through D roads concurrently with preference given to emergency facilities (fire department, hospitals, etc.), main arterial roads, school bus routes and collector streets. The Inyo County Road Commissioner shall be authorized to close roads and determine detours as necessary for public safety.

When snow occurs in the mountains only, mountain collector and secondary roads will become top priority. If snow occurs on the valley floor as well as in the mountains, the priority will shift to the developed areas in the valley first, following the established priority order.

Level 2 Operations:

When snowfall exceeds the ability of the County Road Crews to successfully perform normal operations throughout the county, the Road Superintendent may, with the concurrence of the Road Commissioner, implement Level 2 operations.

During Level 2 Operations, roads will be plowed by order of priority and the D level priority may be suspended until such time as normal operations are again possible. Other properly licensed personnel within the Road Department may be assigned to storm related activities. In addition, the standards for the C priority, secondary residential streets, may be lowered to allow for narrower traffic lanes. The Inyo County Road Commissioner shall be authorized to close roads and determine detours as necessary for public safety.

Level 3 Operations:

When snowfall exceeds the ability of the County Road Crews to successfully perform Level 2 operations, the Road Superintendent may, with the concurrence of the Road Commissioner, implement level 3 operations. During level 3 operations, emphasis is placed on level A and B roads. Snow removal on priority C roads will be limited and snow removal on priority D roads will be suspended. To supplement Road Department personnel, other properly licensed county personnel, such as solid waste personnel, may be asked to work overtime hours on storm related activities provided that they have the necessary licenses and experience. If warranted, a local emergency may be declared and assistance from other departments and agencies may be required.

Specific Procedures

- A. Normal snow removal efforts in Aspendell, Habeggars, Pine Creek, Glacier Lodge, Onion Valley, Whitney Portal and Nine Mile Rd areas will occur during daylight hours only and after a minimum of three inches of snow has accumulated on the county roadway. (Three inches on a deck or in a yard does not mean that there is three inches on the roadway. Snow may not build up as rapidly on the black pavement). Snow removal on Whitney Portal and Onion Valley roads will occur in the spring as these roads are closed for the winter.

Special care should be taken in mountain areas, as avalanche conditions may exist. This is especially true during heavy snowfall years and in the springtime after a heavy snow season. Snow removal efforts may be suspended at anytime when avalanche conditions become a safety concern for snow removal crews. Guidelines for working in avalanche areas can be found in the Maintenance Personnel Guidelines for Procedures in Avalanche Hazard Areas and Avalanche Survival and Search-Rescue Procedures compiled by Al Schindler and Tom Lupton. Avalanche beepers must be worn in avalanche prone areas. In the event of an emergency or extremely heavy snow conditions, the Road Commissioner or Road Superintendent may adjust working hours for the crews.

If the Road Department determines that more than two feet of snow has fallen during any one shift in mountainous areas, snow removal operations will be suspended until after the storm has passed. In addition, when conditions become so severe that Road Crews cannot keep up with falling snow and the threat of avalanches becomes likely, Road Crews may leave the area until such time as it is safe to resume snow removal operations. When it becomes necessary for Road Crews to suspend snow removal activities, the Road Department will attempt to inform the residents of the suspension in snow removal operations as quickly as possible. This may be done by media announcements or email correspondence when possible.

- B. The Road Department may direct Road Crews to remove snow in areas where operations have been suspended, but **only when requested by an emergency service agency or the Inyo County Sheriff's Department**. If emergency operations are requested, the Road Department will make every effort to continue snow removal operations, but may still suspend operations in the event that extremely hazardous conditions exist. The personnel and equipment that may be sent to assist with emergency situations will be determined by the Road Commissioner or his designated representative depending upon the circumstances of the emergency situation. For the purposes of this policy, an emergency shall be defined as the actual or threatened existence of conditions of disaster or extreme peril to the safety of persons and property.

If an emergency situation occurs, the person or persons with the emergency are instructed to call 911. Residents are reminded that it is a crime to make a false emergency request, and the County will consider prosecution of any person or persons that request removal of snow from a county road based on a false statement that they have an emergency.

- C. Except for emergencies, snow will not be removed from mountain roads that are normally closed for the winter. These roads will be opened in the spring. Opening times for these roads will vary depending on the amount of snow pack on the road for that year and the availability of manpower and equipment.
- D. Snow removal on South Lake Road for the opening of fishing season will only be done when the following conditions exist. Snow depths will be measured by the Road Department on or as close to the first day of April as possible and will be measured at the wooden bridge that crosses Bishop Creek at the Tyee Lakes Trailhead, at the entrance to Parcher' Resort, and just below the dam at South Lake. If the snow depth is more than 4 feet in any location, snow will not be removed beyond that point. If snow depth is 4 feet or less, road crews will remove snow until they have once again reached snow depths in excess of 4 feet. Snow removal efforts will resume when snow levels reach 4 feet or less. The Road Department may assist with snow removal, but will not be responsible for removing snow from the Forest Service parking lot.

- E. Snow Removal on Lake Sabrina Road for the opening of fishing season will only be done when the following conditions exist. Snow depths will be measured by the Road Department on or as close to the first day of April as possible. If snow depth is 4 feet or less, road crews will remove snow until they have once again reached snow depths in excess of 4 feet. Snow removal efforts will resume when snow levels again are less than 4 feet deep. In addition, the County road crews will begin snow removal activities on the County's portion of Lake Sabrina Road after the Forest Service or Cal-Trans have opened the Forest Service gate and Cal-Trans has concluded their snow removal activities. The County will not be responsible for removing snow from the Cal-Trans portion of Lake Sabrina Road, but may agree to remove snow on the Cal-Trans portion of Lake Sabrina Road if agreed upon by Cal-Trans and the County. The County will not be responsible for the opening or closing of the Forest Service gate on Lake Sabrina Road at any time, unless ordered by law enforcement in the case of an emergency. The Road Department may assist with snow removal, but will not be responsible for removing snow from the Forest Service parking lot.
- F. Subdivision roads may not be plowed to full width if parked vehicles or other obstructions exist that may interfere with the safe and continuous operation of snow removal equipment. In addition, all garbage cans must be placed off the roadway. If garbage cans are present on the roadway, snow removal crews may not conduct any plowing activities until the garbage cans are removed from the roadway. Manpower and equipment will return to resume normal snow removal activities after all obstructions have been removed, including garbage cans, provided that the storm has passed and adequate resources are available.
- G. During snowplow operations, every effort will be made to leave as small a berm of snow in front of driveways, mailboxes and private encroachments as possible. Any berm of snow that is left in front of a driveway, mailbox or private encroachment will become the responsibility of the homeowner or resident to remove. During the cleanup phase, after storms have passed and manpower and equipment become available, the Road Department will remove snow berms from in front of any remaining driveways. The Road Department will not remove snow from or around mailboxes or private encroachments at any time.
- H. Actual snow removal hours should be between 4:00 a.m. and 8:00 p.m. Road Maintenance Supervisors may require operators to show up early if they have to travel long distances before they can begin snow removal work or to prepare equipment for snow removal operations that day. The Road Commissioner or Road Superintendent may change these hours if certain circumstances warrant a change. Snow removal operations that require a snow blowing machine will occur during daylight hours only. In cases of heavy snowfall, crews may be required to work in shifts to accomplish snow removal goals. Road Department employees that are not normally involved in snow removal efforts may also be asked to help. These employees must have the appropriate licenses and be familiar with the equipment that they will be assigned to operate.
- I. All plowing activities shall be performed in compliance with the California Motor Vehicle Code, specifically, Section 34501.2 which says "No operator will be allowed to operate a commercial vehicle (i.e. snowplow truck), more than 12 hours per day or more than 80 hours in any consecutive 8-day period". However, operators may exceed these driver hours of service when directed to do so by law enforcement during the course of an emergency, pursuant to Section 15210 (D) and Section 2800 of the California Motor Vehicle Code.
- J. The Road Commissioner or his designee may direct road crews to remove snow from state highways or private roads in order to access County roadways. This may also be done when requested by law enforcement in the case of an emergency.

INYO COUNTY ROAD DEPARTMENT

SNOW REMOVAL GUIDELINES

During the winter months, the Road Department is responsible for the snow removal on Inyo County roads. There are many different ways to remove snow as well as many different types of snow removal equipment.

The ultimate goal for the Road Department is to have dry, black pavement on every paved road maintained by the county. In order to reach this goal, all operators will use the following techniques for removing snow.

Road Department equipment will not be taken onto private property at any time without the approval of the Road Commissioner. Any Road Department employee removing snow or doing any work with Road Department equipment off of county right-of-way without authorization will be subject to disciplinary action.

DURING STORMS

During storms, every effort will be made to keep our roads safe and passable. Roads shall be cleared in accordance with the adopted priorities. All roads will be plowed from centerline to the outside when possible. In the case of extreme snowfall, snow may need to be pushed to the center of the road, especially in residential areas. Initial opening will be one pass each way with traffic, using sufficient speed to cast the snow in such a manner as to minimize any berm. Whenever possible, operators should move snow from the residential side of a street to any vacant area on the other side of the street. This may be done during the initial opening or after the storm is over. Operators must maintain safe and legal speeds for the road that they are working on. After the operator has made the initial road openings, the operator should then go back and widen each road. Ideally, snow should be pushed out past the edge of pavement to allow for more snow that may accumulate from approaching storms. In some cases this will not be possible due to extreme amounts of snow already present on the shoulder, conditions that would make it unsafe or private property that is in the way.

When plowing or blowing outlying areas, all roads will be done before leaving the area, unless you are instructed to do otherwise.

Intersections should be cleaned and sanded as needed.

AFTER STORMS

After storms, snow removal efforts should be concentrated on roads that need to be opened or widened. If the weather permits, slushing of residential streets should be done at this time. Roads should be checked for icy spots caused from melting and refreezing snow and then sanded accordingly. These spots should be checked first thing in the morning and before quitting time in the evening.

OPERATOR GUIDELINES

Every effort should be made to keep individual and equipment time sheets up to date.

If at any time you are involved in an accident of any kind, your immediate supervisor must be notified and an accident report filled out. In some instances, it may be necessary to notify the police. These accidents include vehicles, private property, manholes, etc. Do not make any prejudicial statements that may construe fault at the scene of any personal injury or liability accident. If you are unable to reach a supervisor or the police, make sure you document the incident, recording the date, time, type of accident, vehicles, property, or persons involved and any other information you are able to gather at the scene. If, after gathering all information, you are still unable to reach someone, use your best judgment in deciding how to handle the situation or whether to leave the scene.

GRADERS AND LOADERS

- A. Pre-Operation – All fluid levels will be checked and filled to proper levels. All lights must be in working order. A visual walk-around inspection must be made, to include chain condition and cutting edge condition. Any necessary minor repairs will be made and reported to a supervisor or mechanic before leaving the yard. Larger repairs will be done by a mechanic. Pre-operation books must be filled out.
- B. Operation – During operation, the operator is responsible for watching all gauges on the machine, the chain condition, and cutting edge condition. The cutting edge will be replaced when there is approximately ½ “ inch minimum between it and the moldboard. All bolts must be in place and kept tight at all times. If the cutting edge needs repair or replacement or the chains need attention, it will be done immediately to avoid costly and time consuming repairs later. Care should be taken to maintain even and straight cutting edges.
- C. Post Operation - Before parking any grader or loader, all fluid levels will be checked and filled. Blades that need replacing or bolts will be taken care of. Chains that need repairs will be repaired. All minor repairs will be done by the operator. Any repairs that operators cannot perform will be written up on the proper forms and turned into the mechanics. The mechanics will determine importance and repair according to their schedule. Hour meter will be checked and, if service is due, mechanics must be notified. All vehicles used during the shift will be greased at the end of the shift if needed. All vehicles will be fueled at the end of the day. Operators should report any problems with machinery or operations as general information to their supervisors at the end of the shift if possible.

BLOWERS

- A. Pre-Operation – All fluid levels will be checked and filled to proper levels. All lights must in working order. A visual walk-around must be made, to include chain condition, flight condition, blower head and cutting edge condition. Any necessary minor repairs must be made and reported to a supervisor or mechanic before leaving the yard. Larger repairs will be done by a mechanic. Pre-operations book must be filled out.
- B. Operation – During operation, the operator is responsible for watching all gauges on the machine, the chain condition, blower head condition, also rear engine and hydrostatic performance. The cutting edge will be replaced when there is approximately ½” inch mini-

imum between it and the mold board. All bolts must be in place and tight at all times. If cutting edges or chains need repair, they will be done immediately to avoid costly and time consuming repairs later. Visibility is bad in blowers and extra care must be taken, especially when backing up. When roading a blower, speed must be kept down.

- C. Post Operation – Before parking any blower, all fluid levels will be checked and filled. Cutting edges and flights will be checked and all bolts will be replaced or tightened. Chains that need repairs will be repaired. All grease fittings on head will be greased. All minor repairs will be done by the operator if possible. Any repairs that the operator cannot perform will be written up on the proper forms and turned in to the mechanics. The mechanics will determine importance and repair according to their schedule. Hour meters will be checked and, if service is due, mechanics must be notified. All blowers will be greased as needed and fueled at the end of each shift if possible.

PLOW TRUCKS

- A. Pre Operation – All fluid levels will be checked and filled to proper levels. All lights must be in working order. A visual walk-around inspection of the truck must be made, and pre-op books need to be filled out and signed with appropriate copies given to the supervisor. Any minor repairs must be made and reported to a supervisor or mechanic before leaving the yard. Larger repairs will be done by a mechanic.
- B. Operation – During operation the operator is responsible for watching all gauges on the truck, the chain condition and cutting edge condition. The cutting edge will be replaced when there is a ½” inch minimum between it and the moldboard. All bolts must be in place and kept tight at all times. Shear bolts on the plow frame should be checked periodically. If the cutting edges need repair or replacement, or the chains need attention, it will be done right away to avoid costly and time consuming repairs later. Care should be taken to maintain even and straight cutting edges.
- C. Post Operation – Before parking any truck, all fluid levels will be checked and filled. Blades, which need replacing or bolts will be taken care of unless told to do otherwise. Chains that need repairs will be repaired. All minor repairs will be done by the operator. Any repairs the operator cannot perform will be written up on the proper forms and turned in to the supervisor or the mechanics. The Mechanics will determine importance and will do the repairs according to their schedule. Hour meters will be checked and, if service is due, mechanics and supervisors must be notified. All vehicles must be fueled at the end of each shift. Trucks must be loaded with cinders at the end of each shift unless told to do otherwise by the Supervisor or his designee.



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: Inyo County Planning Department

FOR THE BOARD MEETING OF: January 13, 2015

SUBJECT: Inyo National Forest Plan Update

RECOMMENDATION: Receive a presentation from staff about coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input.

SUMMARY DISCUSSION: The Inyo National Forest (INF) is working on updating the INF Plan.¹ Staff is working with Forest Service staff in developing the Plan, and will report on recent activities. Input from the Board is requested to guide staff in future coordination efforts with Forest Service staff.

OTHER AGENCY INVOLVEMENT: Department of Agriculture, U.S. Forest Service; Mono, Fresno, Madera, and Tuolumne counties; Town of Mammoth Lakes and City of Bishop; other interested persons and organizations.

FINANCING: General fund resources are utilized to monitor planning work in the Forest. Resources for Willdan's assistance with the effort are funded by operating transfer from the Geothermal Royalties fund.

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

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



Date: 1/7/15

¹ Refer to <http://inyoplanning.org/InyoNationalForest.htm> for more information about the County's participation in the Plan Update/Revision.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

19

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

FROM: Pam Foster, Senior Deputy County Administrator

FOR THE BOARD MEETING OF: January 13, 2015

SUBJECT: Concession Agreement for Operation and Maintenance at the Tecopa Hot Springs Campground and Pools

DEPARTMENTAL RECOMMENDATION: Request your Board approve the Concession Agreement between County of Inyo And Tecopa Hot Springs Conservancy for the Operation and Maintenance of the Tecopa Hot Springs Campground and Pools and authorize the chairperson to sign.

SUMMARY DISCUSSION: The County leases 40-acres of land from the Federal Bureau of Land Management (BLM) in Tecopa, California, on which there are several County improvements including: 250 dry campsites (105 have electrical hookups); four (4) restroom facilities; two (2) bathhouses with showers; a community center; a 2-acre sewage evaporation treatment pond; and, an R.V. dump station.

Since 2004, the County has relied upon a concessionaire, California Land Management (CLM) to operate the pools and campground under a concessionaire agreement. The CLM agreement expired on October 1, 2014. Since that time the County has been operating the Campground and Pools with existing and temporary staff. In year's prior the concessionaire agreement, the County operated the campground and pools. The County collected a fee at the campground but the pools were open to the public, free of charge, 24-hours a day. Since October the County has been collecting for camping but the pools have been available free for public use during hours that staff was available on the premises.

On June 10, 2014, the Board of Supervisors reviewed options for the operation of the Tecopa Hot Springs Campground and Pools and directed staff to issue a Request for Proposals (RFP) for a potential concessionaire.

Staff presented several options to the Board regarding potential operation models to be explored including:

- Operate with County staff – either shared with Library and HHS or dedicated Parks staff
- Issue new RFP for Concessionaire Agreement
- Allow for free public use of Bath Houses, and close campground
- Close Bath Houses and campground

In addition to the discussion with your Board, staff also held a community meeting in Tecopa on June 10, 2014 to solicit input regarding operations of the campground and pools. With the input from the Board and the community in mind, staff prepared an RFP. On July 15, 2014 your Board approved the issuance of an RFP for a potential concessionaire. The RFP was sent to campground and hot springs operators throughout California and Nevada as well as to interested parties in the community of Tecopa. Responses to the RFP were due September 19, 2014. The County received two responses as follows:

- Tecopa Hot Springs Conservancy
- Indy Development Group, LLC

As community residents requested at the Tecopa meeting on June 10, 2014 both proposals were made available for community review to community members at the Tecopa Community Center. A form was provided for the rating and ranking of the proposals. In another meeting to update the community on September 23, 2014, both respondents were in

attendance and each gave a brief summary of their proposal to the members of the community in attendance at the meeting. All forms and comments that were submitted have been reviewed and weighed by staff.

Staff reviewed both proposals for content and in association with the scoring criteria within the RFP, and with consideration given to the community input. On November 12, 2014 staff updated your Board with the recommendation that negotiations for a concessionaire agreement begin with the Tecopa Hot Springs Conservancy. Staff has exchanged numerous emails and on December 22, 2014 held a meeting with Tecopa Hot Springs Conservancy in an effort to agree upon contract terms. Those efforts have resulted in the mutually agreeable and beneficial contract being recommended for approval.

The Concessionaire Agreement proposes a 5-year initial term that outlines a 12.5% operation fee paid to the County. However, the minimum annual payment to the County is \$5,000. In an effort to incentivize improvements to the facility, the Operation Fee is waived for the first two years of the agreement. Additionally, in the event that the Concessionaire continues to further improve the facility, the Operation Fee can be reduced from the 12.5% corresponding to the level of improvements. The Agreement also provides for two (2) five-year options in favor of the Concessionaire, but increases the annual Operations Fee by 1.5% each time an Option is exercised while increasing the minimum annual payment to \$7,000, and \$10,000, respectively. This increasing fee schedule provides both parties with incentives; for the County continuing to keep the agreement in effect, and for Tecopa Hot Springs Conservancy to continue to make improvements in the facility. These Operations Fees for these Option Periods are renegotiable, subject to the agreement of both parties based on demonstrated changes in business conditions, subject to advance approval by the Board of Supervisors. The Agreement is also subject to the Master Lease between the County and Bureau of Land Management.

ALTERNATIVES: Your Board could choose not to approve the Agreement, however, this is not recommended as that would require the County to continue to operate and maintain the facility which has proven difficult and costly based on its distance from County Parks personnel.

OTHER AGENCY INVOLVEMENT: County Counsel, Federal Bureau of Land Management

FINANCING: There is no cost or obligation to the County associated with this concessionaire agreement. Based on receipts, after year two, there will be a minimum of \$5,000 in revenue associated with this agreement.

The cost of alternative operations including County staff running the facility would include approx. \$80,000 per year in additional staff expense and the cost of deferred maintenance estimated at \$250,00 - \$340,000.

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: <input checked="" type="checkbox"/> Date <u>01/08/15</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 1/8/15
(Not to be signed until all approvals are received)

**CONCESSION AGREEMENT BETWEEN COUNTY OF INYO
AND TECOPA HOT SPRINGS CONSERVANCY, LLC FOR THE
OPERATION AND MAINTENANCE OF THE
TECOPA HOT SPRINGS PARK AND CAMPGROUND**

THIS AGREEMENT, made and entered into this day of , 2015 between the COUNTY OF INYO, a political subdivision of the State of California, hereinafter called "County", whose address is 224 N. Edwards Street, Independence, California, 93526, and Tecopa Hot Springs Conservancy hereinafter called "Concessionaire", whose corporate address is 7223 Linden Ave, Las Vegas, NV 89110 and whose mailing address is P.O. Box 103 Tecopa, CA 92389. The County Administrator or his/her designee shall act on behalf of the County for purposes of this agreement.

WITNESSETH:

WHEREAS, County leases from the Bureau of Land Management (BLM) certain property, more commonly referred to as Tecopa Hot Springs Park and Campground, and mineral water bathhouses for the use of and enjoyment of the public; and

WHEREAS, County desires to grant to Concessionaire the right to operate thereon a campground, bathhouses and camp retail store for the benefit and enjoyment of the users of said recreational facility, and County warrants that it has the rights and ability to grant these rights; and

WHEREAS, Concessionaire is desirous of operating such operation within said recreational facility;

NOW, THEREFORE, the parties hereto do hereby agree one with the other as follows:

FOR AND IN CONSIDERATION of the mutual terms, covenants and conditions herein, County grants to Concessionaire the exclusive right during the term of this agreement to enter onto and operate a campground and bathhouses (hereinafter referred to as "campground") at Tecopa Hot Springs Park and Campground upon the terms and conditions more fully hereinafter set forth.

1. AGREEMENT SUBJECT TO MASTER LEASE.

1.1. Concessionaire agrees that notwithstanding any other provision of this agreement, this agreement is subject to the terms and conditions of any existing lease, contract, encumbrance, or any such document, right, or interest which may hereafter be exchanged or substituted therefor, affecting the County's rights to the premises. In no event shall Concessionaire seek, have or claim any right of possession or occupation of the premises at variance with the terms thereof or beyond the period of County's right thereto and, notwithstanding any other provision of this agreement, the term of this agreement shall automatically terminate without prior notice to concessionaire twenty-four (24) hours prior to the expiration or termination of any such underlying lease or contract. Nothing herein shall obligate County to renew any such underlying lease, contract, encumbrance or easement.

1.2. The County currently leases the Tecopa Hot Springs Park Campground from the United States Department of the Interior, Bureau of Land Management (the Master Lease), the terms of this Agreement are subordinate to that lease as set out in the foregoing paragraph, and the Master Lease between the County and BLM for the Tecopa Hot Springs Park Campground terminates on December 31, 2033.

1.3 Should any successor Master Lease between the County and BLM materially change the County's obligations, the Parties agree to meet and confer regarding possible modifications to this agreement relative to material impacts to the County resulting from the new Master Lease. Nothing herein shall obligate BLM to renew any such master lease, contract or successor document. The County will continue to occupy and operate the on-site Community Center, Library facilities and sewage treatment lagoon.

2. EQUIPMENT. Concessionaire agrees in its own name to provide all equipment, insurance, licenses, permits, supplies of all kinds and nature, except as procured by Concessionaire through the ordinary approval process, and to require County to furnish nothing whatsoever in the course of its operation of such campground.

3. TERM.

3.1. This agreement shall be for a period of five (5) years from the date of commencement, subject to two (2) options in favor of Concessionaire to renew said agreement for five years each on the same terms and conditions as in the initial term, subject to section 4.2 below.

3.2. Exercise of Options. The two options shall be for separate and successive five (5) year periods. A written notification of the exercise of an option must be received by the County no less than six (6) months prior to the expiration of the initial concession term or successive option period, sent by certified mail to the address hereinafter provided. Failure to exercise any option in the manner provided above by making a written request of County will nullify that and successive options herein granted. Options may be exercised provided:

3.2.1. Neither Concessionaire nor County has terminated this Agreement, or any extension thereof, for any reason.

3.2.2. Concessionaire is not in default under any term or condition of this Agreement, or any extension thereof.

3.2.3. Concessionaire has exercised all previous options to extend.

3.3. This agreement shall commence on January 14, 2015, and cease and terminate for all purposes on December 31, 2020, unless an option is exercised as set forth, at which time the new dates for said term shall take effect on the terms and conditions herein provided.

3.4. This agreement may be terminated by either of the parties hereto upon one party giving ninety (90) day notice in writing to the other party of its intention to terminate this agreement. If the County exercises its option to terminate this agreement without cause with ninety (90) day notice, the County will reimburse the concessionaire for approved capital improvements made within the previous twelve (12) months. Those reimbursements will only be on improvements for which the County granted approval in writing based on estimated costs provided by the Concessionaire and subsequently substantiated with corresponding receipts. In no case shall the amount of reimbursement be more than the cost estimate submitted to the County prior to the County's approval of the capital improvement. If Concessionaire is in noncompliance with this agreement, the County may terminate this agreement for non-compliance after thirty (30) day written notice if 30 days after written notice has been given to Concessionaire of the noncompliance said noncompliance has not been cured, or, if the noncompliance cannot reasonably be cured within 30 days, and Concessionaire fails to commence to cure the noncompliance within the 30-day period and does not diligently and in good faith continue to cure the default.

4. OPERATION FEES.

4.1. Operation Fee. The Operation Fee during the term of this five (5) year lease shall be no less than Five Thousand Dollars (\$5,000) annually, or Twelve and One Half Percent (12.5%) of Concessionaire's annual gross revenue,

whichever is more. Gross revenue of Concessionaire is all revenue received by Concessionaire on the concession premises from any source whatsoever including, but not limited to, the revenue from camping fees, dump station fees, bathhouse charges, shower fees, food sales and other retail sales.

In an effort to incentivize the improvements outlined in Attachment A, the County agrees to waive the first two years of Operation Fees.

4.2 Operation Fees – Option Periods. Annual fees for each option period shall be as follows:

4.2.1 For the option period from January 1, 2020 to December 31, 2025, the annual Operation Fee shall be no less than Seven Thousand Dollars (\$7,000) annually, or Thirteen and One Half Percent (13.5%) of Concessionaire's gross revenue, whichever is more.

4.2.2 For the option period from January 1, 2025 to December 31, 2030, the annual Operation Fee shall be no less than Ten Thousand Dollars (\$10,000) annually, or Fourteen and One Half Percent (14.5%) of Concessionaire's gross revenue, whichever is more.

Recognizing the distant time horizons associated with the options provided for in this agreement, and that business conditions may change considerably by the time the Concessionaire may decide to exercise these options, the Parties agree that the Operation Fees for the Option Periods in this section may be renegotiated, with the consent of both Parties and based on demonstrable changes in the business climate, during the six (6) month period prior to the Concessionaire's deadline for exercising the option(s) described in section 3.2 above. Any negotiated change in the Operation Fees for the Option Period must be approved by the County Board of Supervisors prior to exercising of the option.

4.3 Payment to County. Commencing on January 1, 2016, Concessionaire shall make payment to County, on or before May 30th each year, for a lump sum payments of the minimum Operation Fee for the previous calendar year. The Fee shall be sent to: County of Inyo, Parks Office, 163 May Street, Bishop, CA 93514.

4.4. Late Fee. Concessionaire acknowledges late payment by Concessionaire to the County of the annual fee will cause County to incur costs not contemplated by the Agreement. Such costs include, without limitation, possessory and accounting charges. Therefore, if payments are not received by County when due, Concessionaire shall pay to County an additional sum of 5% of the overdue payment as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that the County will incur by reason of late payment by Concessionaire. Acceptance of any late charge does not constitute a waiver of Concessionaire's default with respect to the

overdue amount, or prevent County from exercising any of the other rights and remedies available to County.

5. ACCOUNTING/AUDITING.

5.1 Concessionaire agrees to maintain accounting records, according to accounting procedures acceptable to County, for the operation of campground, pools and store. Said records shall include accounting for all income from camping fees, pool use, and all income from any other source of revenue, including retail, and all expenditures relating to the improvements referred to herein. Accounting for expenditures for improvement shall be kept separate and distinct from accounting for expenditures for operations and maintenance. Said records shall be available to County for inspection at all times. Concessionaire shall make available for auditing purposes its accounting records, relating to this agreement, to County's Auditor/auditing firm who may be auditing for the County, and the Grand Jury.

5.2 Commencing in 2016, Concessionaire shall submit to County, no later than June 30th of each year, a certified, audited financial statement for the preceding tax year. This financial statement shall be prepared and audited in accordance with the requirements of the Inyo County Auditor/Controller.

6. PURPOSES; DAYS AND HOURS; OPERATION.

6.1. The premises shall be used by Concessionaire only for the purpose of operating a campground and public bathhouses. Sale of related accessories may be permitted, subject to prior written approval as to items and location by County. The campground may be operated 24 hours daily.

6.2 Concessionaire shall operate and maintain the campground in accordance with the provision of Exhibit A and B hereto; the "Request for Proposal' for Concessionaire for operation of the Tecopa Hot Springs Campground, Tecopa, California, dated August, 2014. Concessionaire's proposal in response to that Request for Proposal; and Concessionaire's response to County's "Notice Requesting Additional Information, etc."

6.3. Concessionaire shall, without cost to the County, continuously operate the campground for the purposes specified in the Agreement. If the buildings or equipment used for the campground are damaged or destroyed and this Agreement remains in full force and effect, Concessionaire shall continue to operate the campground to the extent reasonably practical from the standpoint of good business judgment during any period of reconstruction Concessionaire shall employ its best efforts to operate the business conducted on the premises in a manner that will produce the maximum volume of gross sales.

6.4. Concessionaire may utilize the County-operated Community Center for community events open to the public with written permission of the Director of Parks.

6.5. Concessionaire agrees to operate said concession in accordance with all applicable Inyo County ordinances and the laws of the State of California, and the rules and regulations adopted thereunder, governing such establishments. Additionally, Concessionaire will maintain the bathhouses and restrooms located within the campground in a clean, sanitary condition and insure that the facilities are well stocked at all times. Concessionaire shall operate the campground in a clean, safe, wholesome and sanitary condition, free of trash, garbage or obstructions of any kind, and in compliance with any and all present and future laws, rules or regulations of any governmental authority now, or at any time during the term of this Agreement, relating to public health, safety or welfare. Concessionaire further agrees that it is the sole operator of such campground and that the County has no interest in the operation of the business to be conducted thereon and that County is in no way responsible for any indebtedness which may arise from its operation of said concession. No offensive or dangerous activity shall be carried on or permitted on the concession premises. No goods, merchandise or materials that are explosive or hazardous shall be sold, kept or stored on the premises.

6.6. Concessionaire shall have the exclusive right to sell the items herein before mentioned at said facility; among the items that may not be sold include oil, gas and gas products, unless specifically authorized in writing by County.

7. MAINTENANCE. Concessionaire agrees to maintain the campground, buildings, including the rest room and shower building at the campground as described in Attachment C, and related equipment and shall, at its expense, provide routine maintenance to the electrical and water systems (including wells), plumbing, gas service, roofs, and sewer piping exiting buildings. Concessionaire shall comply with all laws, rules and regulations applicable thereto, adopted by federal, state or other governmental bodies, or departments or officers thereof, including, without limitation, the obligation at Concessionaire's cost to alter, maintain or restore its facilities in compliance and conformity with all laws relating to the condition, use or occupancy of its facilities during the term of this agreement. This agreement is expressly subject to present and future regulations and policies of the County. Concessionaire shall remedy without delay any non-compliance and any defective or dangerous conditions.

8. SIGNS. All promotional materials and signs to be placed at, distributed from, or in connection with the concession, must be submitted to County for prior approval and shall comply with the provisions of Title 18 of the Inyo County Code.

9. UTILITIES/TAXES.

9.1. Utilities. Concessionaire agrees to pay the full cost of all electricity and gas used in conjunction with the operation of the campground and concession facilities. Concessionaire is further responsible for the installation of further needed utilities and the provision of services used in connection with the concession, to include electricity, gas, telephone, garbage, sewer and water. Concessionaire will immediately contact all utility providers and transfer utility billings to Concessionaire's name and billing address, and shall not be responsible for prior amounts owed. Upon receipt of the concession and camping statement from the utility, Concessionaire hereby agrees to pay said statement in a timely manner.

9.2. Taxes. Concessionaire acknowledges and understands that this agreement may create a possessory interest subject to property taxation and Concessionaire may be subject to the payment of property taxes levied on such interest. Concessionaire further acknowledges that Concessionaire is responsible for any and all taxes on improvements of fixtures on said premises. Concessionaire shall pay before delinquency all taxes, assessments, license fees and other charges that are levied upon the personal property and improvements owned by Concessionaire, if any, and used or located on the subject premises; and shall pay any other tax arising out of Concessionaire's operations upon the premises, including, but not limited to, any possessory interest tax.

9.2.1 Concessionaire acknowledges and understands that Point of sale is Inyo County for all products, materials, equipment and vehicles delivered to Concessionaire for use in association with the Concession whether for improvements, sales or other uses.

10. CONDITIONS OF PREMISES. Concessionaire has inspected the campground and all buildings on the premises, and accepts these facilities in their present condition. County is not obligated to make any alterations, additions, improvements, or repairs to the concession facilities. Concessionaire agrees to return the campground and facilities to the County in the same or better condition as the campground and facilities were in when this agreement was signed.

11. ALTERATIONS AND IMPROVEMENTS.

11.1. Concessionaire may, upon written approval from the Parks Director, with all requests for improvements from the Concessionaire to be made in writing, make improvements to the campground. Such improvements will then become the property of the County, unless otherwise agreed to in writing by the County. Improvements made to the facilities after receiving written approval from

the Parks Director and deemed by the County to be a benefit to the County's leasehold may be credited against the annual Operation Fee payment in an amount not to exceed five percent (5%) of the gross annual income of the campground and pools. In the event that the Concessionaire has completed all of the improvements outlined in Attachment A, to the satisfaction of the County as documented in writing, during Years 1 & 2, the alteration credit may be modified in the following years as follows: ten percent (10%) of the gross annual income of the campground in Year 3, seven and one-half percent (7.5%) in Year 4, and five percent (5%) in Year 5. The amount of said expenditures by the Concessionaire for improvements is to be verified by County each and every year by December 1 through the submission of written documentation to the Parks Director. Such improvements must meet County, State and Federal standards and must be passed and approved by the County Building Inspector and/or County Health Department. Any such credits shall not accrue from year to year.

11.2. Concessionaire shall not make any improvements or alterations to the premises without County's consent. Any alterations made shall remain on and be surrendered with the premises on expiration or termination of this agreement, except that County can elect, within 30 days before or five days after expiration of this Agreement, to require Concessionaire to remove any unapproved alterations that Concessionaire has made to the premises.

11.3. If Concessionaire makes any alterations to the premises as provided in this Section 11, the alterations shall not be commenced until 10 days after County has received notice from Concessionaire stating the date the installation of the alterations is to commence so that County can post and record an appropriate notice of non-responsibility.

11.4. The Concessionaire will prioritize those improvements outlined in Exhibit A and make a reasonable effort to complete those improvements in year one and will negotiate annually to prioritize and implement selected and agreed to improvements identified in Exhibit B. In any event, all agreed upon improvements will be completed within ten (10) years after this agreement is signed.

12. CONCESSIONAIRE'S PERSONNEL.

12.1. Concessionaire's employees engaged in operating the premises shall be fully trained and qualified to perform the duties assigned to them. They may wear uniforms or other identification approved, in writing, by County. Concessionaire's personnel may drive private vehicles only as required for loading and unloading items used to operate the concession. Operation of such vehicles shall be subject to regulations established by the County.

12.2. Concessionaire shall control the conduct, demeanor and appearance of its officers, members, employees, agents, representatives,

customers and patrons, and, upon objection by the County concerning the conduct, demeanor or appearance of any such person, Concessionaire shall immediately take all necessary steps to remedy the situation.

12.3. Concessionaire shall develop and maintain an *Employee Injury and Illness Prevention Program* that meets or exceeds all requirements as set forth by the California Health and Safety Code, CAC Title I.

12.4. Concessionaire shall ensure that all employees meet the provisions of Section 5164 of the Public Resources Code for all employees who supervise minors. Copies are available in the County Administrator's Office.

12.5. Concessionaire shall ensure that all employees meet the provisions of Section 5163 of the Public Resources Code relating to TB tests for all employees who handle food. Copies are available in the County Administrator's Office.

13. QUALITY OF SERVICE: RATES AND CHARGES. The prices to be charged by Concessionaire shall be approved, in writing, by County prior to Concessionaire's charging such amounts. Concessionaire shall maintain a high standard of service. Concessionaire shall notify County, in writing, at least 30 days before changing any fee or price charged to the public ("charge"). If County finds that any charge is not comparable with like charges at other similar operations, County shall notify Concessionaire and request justification of such charge. If County shall reasonably determine, prior to such change, that the charge is not comparable, Concessionaire shall not implement same.

14. CAMPGROUND INSPECTION AND MAINTENANCE. County reserves the right of entry upon the campground premises at all reasonable times and the right to inspect the premises and the operation thereon, and if Concessionaire has been advised and requested, and refuses or neglects to do so, to do any and all work of any nature necessary for the immediate preservation, maintenance and operation of the campground and bathhouses and to charge Concessionaire of the cost thereof. Concessionaire shall be given reasonable notice when any such work may become necessary and will adjust operations in such a manner that the County may proceed expeditiously. County shall coordinate with Concessionaire in order to minimize the interruption to Concessionaire's activities.

15. INDEMNIFICATION.

15.1. Concessionaire shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection

with, the performance of this Agreement by Concessionaire, or Concessionaire's agents, officers, or employees. Concessionaire's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Concessionaire's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Concessionaire, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. Concessionaire's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Concessionaire to procure and maintain a policy of insurance.

15.2. County shall have no responsibility to safeguard the equipment and property of Concessionaire or any of its invitees. County shall have no responsibility to safeguard or protect the Concessionaire or its employees, agents, officers, directors, or any of its invitees from bodily injury (including death) or personal injury.

15.3. In the event a claim is made against County, or County is named a co-defendant in any action, Concessionaire shall immediately notify County of such fact, and at County's option shall either retain legal counsel to represent County in such action at Concessionaire's sole expense, or reimburse County for County's litigation costs, expenses and attorney's fees in undertaking to represent itself.

15.4. In the event a claim is made against both County and Concessionaire for the joint and several liability of County and Concessionaire, the determination as to the apportionment of liability between County and Concessionaire shall be made by the judge in a court of competent jurisdiction. Concessionaire must give prompt notice to County in the event of any fire or accident involving personal injury or property damage at the concession facilities. Neither County nor Concessionaire shall request that the apportionment of liability be determined by a jury. Notwithstanding the apportionment of liability between County and Concessionaire, Concessionaire shall nevertheless be responsible to indemnify, defend, protect and hold harmless County as fully set forth above, unless the court determines that the injury or damage resulted from the sole negligence or intentional and willful misconduct of County, its officers, directors, agents or employees.

15.5. Concessionaire hereby waives all claims and recourse against County, including the right of contribution for loss or damage or expenses by reason of death or injury to persons or damage to property, and releases County from any liability relating to, or in any way connected to, Concessionaire's activities or Concessionaire's use of the campground, or facilities, unless injury or

damage is caused by the sole negligence or the intentional and willful misconduct of County, its officers, directors, agents or employees.

16. INSURANCE.

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

16.2 MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Concessionaire has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$500,000 per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

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

16.2 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

16.2.1 Additional Insured Status. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Concessionaire including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Concessionaire's insurance at least as broad as ISO Form CG 20 38 04 13.

16.2.2 Primary Coverage. For any claims related to this contract, the Concessionaire's insurance coverage shall be primary

insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Concessionaire's insurance and shall not contribute with it. Endorsement ISO CG 20 01 Required.

16.2.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

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

16.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Concessionaire to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

17. ASSIGNMENT AND SUBLETTING. Concessionaire shall neither assign, nor otherwise convey any interest in this agreement, without the prior written consent of County, and any attempt to assign any such interest without

such prior written consent shall be void. If consent to any such assignment or Sub-Agreement is given by County, Concessionaire shall be and hereby agrees to be and remain fully bound and responsible hereunder for such duties and obligations as may be assigned to another. Any sub-agreement entered into by Concessionaire shall expressly provide for recognition and acceptance of all the terms of this agreement as binding upon sub-agreement.

18. WAIVER OF CONTRACT TERMS. No delay or omission in the exercise of any right or remedy of County on any default by Concessionaire shall impair such right or remedy or be construed as a waiver. The receipt and acceptance by County of any delinquent concession fee shall not constitute a waiver of timely payment for the particular concession fee payment involved. County's consent to or approval of any act by Concessionaire requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent act by Concessionaire.

19. DEFAULT.

19.1. The occurrence of any of the following shall constitute a default by Concessionaire:

19.1.1. Failure to pay the Annual Operation fee when due, unless subject to a bonafide dispute.

19.1.2. Abandonment and vacation of the campground or concession premises (baths and camp store) (failure to occupy and operate the premises for 10 consecutive days shall be deemed an abandonment and vacation). Non occupation or operation of the premises is permissible with advance written approval of the Parks Director during seasonal/scheduled closures, or in the event of natural disasters or other threats to the safety of the personnel and employees of Concessionaire. Requests for abandonment and/or vacation shall be made in writing with 30 days advance notice.

19.1.3. Failure to perform any other provision of this agreement, if the failure to perform is not cured within 30 days after notice has been given to Concessionaire, or, if the default cannot reasonably be cured within 30 days, Concessionaire fails to commence to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

19.1.4. Concessionaire becomes insolvent or files for bankruptcy, either voluntarily or involuntarily.

19.2. Notices given under this paragraph shall specify the alleged default and the applicable provisions of the Agreement, and shall demand that Concessionaire perform the provisions of this Agreement or pay the concession fee that is in arrears, as the case may be, within the applicable period of time, or

quit the premises. No such notice shall be deemed a forfeiture or a termination of this agreement unless County so elects in the notice.

19.3. County shall have the following remedies if Concessionaire commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

19.3.1. County may continue this agreement in full force and effect, and the agreement will continue in effect as long as County does not terminate Concessionaire's right to possess and operate the facilities. County shall have the right to collect the concession fee when due. After Concessionaire's default, and for as long as County does not terminate Concessionaire's right to possession of the concession premises, and if Concessionaire obtains County's written consent, Concessionaire shall have the right to assign or sublet its interest in this Agreement, but Concessionaire shall not be released from liability.

19.3.2. County may terminate Concessionaire's right to possess and operate the campground and concession premises (baths and camp store) at any time following a default. No acts by County, other than giving notice to Concessionaire, shall terminate this agreement. Acts of maintenance, efforts to locate a new concessionaire, or the appointment of a receiver on County's initiative to protect County's interest under this agreement shall not constitute a termination of Concessionaire's rights under the agreement. On termination, County has the right to recover from Concessionaire court costs necessary to compensate County for all damage proximately caused by Concessionaire's default. Concessionaire shall be liable immediately to County for the reasonable and necessary costs County incurs in entering into another Concessionaire Agreement for the concessions including, without limitation, restoring the facilities as detailed in this Agreement and subject to Paragraph 22 and /or 24.1 , and like costs.

19.3.3. County, at any time after Concessionaire commits a default, may cure the default at Concessionaire's expense. If County, at any time, by reason of Concessionaire's default, pays any sum or does any act that requires the payment of any sum, the sum paid by County shall be due immediately from Concessionaire to County at the time the sum is paid, and if paid at a later date, shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by County until County is reimbursed by Concessionaire. The sum, together with interest on it, shall be an additional concession fee.

20. LIENS Concessionaire shall not suffer or permit any mechanic's, materialmen's or other liens to be filed against the premises and/or the buildings and improvements located thereon, or against the County or any lender holding funds for any work on the premises done by Concessionaire. If any such liens or

similar proceedings are filed or commenced, Concessionaire shall, within 30 days after notice of the filing thereof, cause the same to be discharged or recorded by payment, deposit, order of court or bonding; provided, however, that Concessionaire shall have the right to contest, with due diligence, the validity or amount of any such lien, if Concessionaire shall give to County security therefore, reasonably acceptable to County, in an amount equal to one and one-half times the original and any increased amount of any such claim.

Nothing in this Agreement shall be deemed in any way to constitute the consent of County, express or implied, to the performance of any labor or the furnishing of any material for any improvement, alteration, repair or replacement of the buildings and improvements on the Premises by any contractor, subcontractor, laborer or materialman, nor as giving Concessionaire any right, power or authority to contract for, on County's behalf, the rendering of any services or the furnishing of any materials.

21. DAMAGE/DESTRUCTION. If, during the term of this agreement, the campground or other facilities are totally or partially destroyed from any cause other than Concessionaire's negligence, County, at its option, may terminate this agreement or restore the premises and other improvements thereon to substantially the same condition as they were in immediately before destruction. If County elects to restore, such destruction shall not terminate this agreement. In the event the premises are totally or partially destroyed due to Concessionaire's negligence, Concessionaire shall, at County's option, promptly restore the Premises.

22. MODIFICATION OF AGREEMENT. Notwithstanding any of the provisions of this Agreement, the parties may, by mutual written consent, modify or amend this Agreement.

23. NON-DISCRIMINATION.

23.1. Concessionaire shall not discriminate because of race, religion, color, disability, sex or national origin, against any person by refusing to furnish such person any service or privilege offered to the general public. Nor shall Concessionaire publicize such services or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any person because of race, religion, color, disability, sex or national origin.

23.2. Concessionaire shall not discriminate against any employee or applicant for employment, because of race, color, disability, religion, ancestry, sex or national origin. Concessionaire will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, disability, religion, ancestry, sex or national origin. Such action shall include, but not be limited to, the following:

employment, upgrade, demotion or transfer; recruitment, advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

24. SURRENDER OF PREMISES.

24.1. On expiration or termination of this agreement, Concessionaire shall surrender to County the campground and all of Concessionaire's improvements and alterations in good condition. Concessionaire shall have a period of ten (10) days to remove all things which are the property of the Concessionaire. Concessionaire shall perform all restoration made necessary by the removal of Concessionaire's personal property within a reasonable time. If Concessionaire fails to surrender the premises to County on expiration or termination of the Term as required by this section, Concessionaire shall indemnify, defend, protect and hold County harmless from all damages resulting from Concessionaire's failure to surrender the premises.

24.2. County may elect to retain, or dispose of in any manner, Concessionaire's personal property that Concessionaire does not remove from the Premises on expiration or termination of this agreement after giving at least a 10-day notice to Concessionaire. Title to Concessionaire's personal property that County elects to retain or dispose of on expiration of the 10-day period, shall vest in County. Concessionaire waives all claims against County for any damage to Concessionaire resulting from County's retention or disposition of Concessionaire's personal property. Concessionaire shall be liable to County for County's costs for storing, removing, and disposing of Concessionaire's personal property.

24.3. If Concessionaire, with County's consent, continues to operate the campground after expiration of this agreement, or after the date in any notice given by County to Concessionaire terminating this agreement, such use by Concessionaire shall be on a month-to-month basis, terminable on a 30-day notice given at any time by either party. All provisions of this agreement except those pertaining to the term, shall continue to apply.

25. STATUS OF CONCESSIONAIRE. All acts of Concessionaire, its agents, officers, and employees, relating to the performance of this agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Concessionaire, by virtue of this agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this agreement, Concessionaire has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Concessionaire and County that this agreement shall not under any

circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

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

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

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

25.4. Concessionaire will obtain all necessary licenses and permits for such concession in the name of Concessionaire and not name County in any manner on such licenses or permits.

26. NOTICES. Except as otherwise provided herein, any notices required or permitted to be given under this Agreement shall be personally delivered or sent by certified mail and addressed to the respective parties at their addresses indicated on the first page hereof. Such addresses may be changed from time to time by notice, in writing, to either party.

27. ATTORNEY'S FEES. Should either party bring any legal action or proceedings for the breach of a term, covenant or condition of this agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees.

28. ADVICE OF COUNSEL. Each party hereto has been provided full opportunity for review of this agreement by legal counsel. Therefore, no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this agreement.

29. RULES AND REGULATIONS. Concessionaire agrees to comply with the ordinances, rules and regulations, and any other regulations of County. Such rules and regulations shall include County Ordinances 1024, 1038 and any amendments thereto or revisions or replacements thereof.

30. ENTIRE AGREEMENT. This instrument contains the entire Agreement of the parties relating to the rights granted and obligations assumed and supersede all prior written and oral discussions or representations.

//////

Exhibit A
Priority Improvements

- Repair of shower and toilet drains in both bath houses
- Repair of campground restrooms
- Reconfiguration of Campground layout to accommodate pull- through RV's and RV's with slide outs
- Picnic tables at every camp site
- Fire rings at every camp site

Exhibit B
Long Term Improvements

- Campsite electrical upgrades including 30 amp and 50 amp facilities
- Remodel campground bathrooms to include shower facilities
- Bathhouse remodel to include:
 - Interior
 - Electrical
 - Remodel showers/bathrooms as appropriate after repairs in Exhibit A

Exhibit C

Maintenance Schedule

Daily Maintenance:

- Clean and sanitize both bath houses including tubs, restrooms and showers.
- Clean and sanitize campground restrooms.
- Stock all paper dispensers.
- Check and clear any plugged drains, toilets and laves.
- Check interior and exterior lighting for operation.
- Check for hazards in public access areas.
- Disconnect or turn off power to all unoccupied camp sites.
- Check hot tubs for correct chlorination and water flow.
- Check operation of domestic water system.

Monthly Maintenance:

- Add root inhibitor to main line sewers.
- Check all electrical outlet and connections at campsites.
- Clean, maintain and evaluate all campsites.
- Pressure wash or hose down exterior of buildings
- Clean windows inside and out
- Check electrical pedestals at campsites for damage.
- Water Jet all lateral sewer lines in bath houses.
- Check all structures inside and out for damage, i.e. Leaking roofs, broken windows, missing or damaged siding.
- Check all main electrical panels for sign of bad connections or excessive heat at circuit breakers.

REVISED DECEMBER 2014



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 21

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

FROM: Pam Foster, Senior Deputy County Administrator

FOR THE BOARD MEETING OF: January 13, 2015

SUBJECT:

Parks and Recreation Ordinance Modification

DEPARTMENTAL RECOMMENDATION:

Request your Board A) enact an ordinance titled "An Ordinance of the County of Inyo, State of California, Deleting Section 12.16.192 of the Inyo County Code" which will delete Section 12.16.192 thereby eliminating a conflicting code section.

SUMMARY DISCUSSION:

The purpose of this ordinance is to delete section 12.16.192 of the Inyo County Code which sets the rates for use of county parks, campgrounds, boat launching facilities, group camps, storage and facilities. Section 12.16.192 is in conflict with section 12.16.190 which allows rates for use of county parks, campgrounds, boat launching facilities, group camps, storage and facilities by a resolution of the Board of Supervisors.

By adopting fees by a resolution rather than by ordinance allows for staff to more efficiently respond to changing times and needs for the rate setting approval process. This process is currently defined and outlined in Section 12.16.190 of the County Code which states: "Upon recommendation of the director, the board of supervisors may by resolution set such permit and use fees in parks and campgrounds and facilities as it deems necessary."

ALTERNATIVES:

Your board could choose to not enact the ordinance, but this would continue for there to be conflicting Code Sections requiring further modification in order to address parks and camping fee setting.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

There are no costs involved with the proposed ordinance changes.

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>12/20/14</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 _____
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: 1/2/15

ORDINANCE NO. _____

**AN ORDINANCE OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
DELETING SECTION 12.16.192 OF THE INYO COUNTY CODE**

The Board of Supervisors of the County of Inyo ordains as follows:

SECTION ONE: AUTHORITY.

Pursuant to Government Code §§ 50402, which allows a county to charge for the use or services of its public parks and campgrounds, the County has several facilities for which it can charge a fee for use.

SECTION TWO: PURPOSE.

The purpose of this ordinance is to delete section 12.16.192 of the Inyo County Code which sets the rates for use of county parks, campgrounds, boat launching facilities, group camps, storage and facilities. Section 12.16.192 is in conflict with section 12.16.190 which allows rates for use of county parks, campgrounds, boat launching facilities, group camps, storage and facilities by a resolution of the Board of Supervisors.

SECTION THREE: SECTION 12.16.192 DELETED.

Section 12.16.192 of the Inyo County Code is hereby deleted in its entirety.

SECTION FOUR: EFFECTIVE DATE

This ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption thereof, a summary of this ordinance shall be published once in *The Inyo Register* in accordance with Government Code Section 25124(b). The Clerk of this Board is ordered to so publish a summary of this ordinance together with the names of the Board members who voted for the ordinance, the names of the Board members who voted against the ordinance, the names of any Board members who abstained, and the names of any Board members who were absent when the ordinance was considered for adoption.

PASSED AND ADOPTED this _____ day of _____, 2015, by the following vote of the Inyo County Board of Supervisors:

AYES:
NOES:

ABSTAIN:
ABSENT:

Richard Pucci, Chairman

ATTEST: Kevin D. Carunchio
Clerk of the Board

By: _____
Patricia Gunsolley, Assistant



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

23

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 2 p.m. Closed Session Informational

FROM: County Administrator – Public Works – County Counsel

FOR THE BOARD MEETING OF: January 14, 2014

SUBJECT: Consolidated County Office Building Project Update

DEPARTMENTAL RECOMMENDATION:

Request your Board receive a presentation and provide input regarding the status of lease negotiations for the Bishop Consolidated Office Building

SUMMARY DISCUSSION:

On November 12, 2013, the Board of Supervisors approved non-binding Concept Plans for the County Consolidated Office Building Project in Bishop, and also approved an updated non-binding Term Sheet for a Build-To-Suit Lease Option Agreement between Inyo County and Inyo County Development LLC. The Concept Plans (Attachment A) approved by the Board reduced the size of the proposed building from 45,368 square foot, requested by County departments through the design review process, to 41,944 square feet. The Term Sheet approved by the Board (Attachment B) modified a previously approved, non-binding Term Sheet to reflect the smaller building size as well as cost increases incurred by the developer since the previous Term Sheet was negotiated.

Having approved the non-binding Concept Plans and Term Sheet, the Board also authorized staff to proceed to work with Inyo County Development LLC to develop a Build-To-Suit Lease Option Agreement for the Consolidated Office Building Project. Today's presentation is intended to provide your Board, and the public, an update regarding the status of the lease negotiations and an opportunity to provide input to staff prior to resuming lease negotiations.

During lease negotiations, extensive analysis by both parties concluded that the developer's pricing for the project did not include certain labor considerations related to prevailing wages. As a result, the total project cost increased from \$11,168,000 to \$14,058,000. The County's consulting real estate economist, Allan D. Kotin, reviewed the new cost data relative to the Term Sheet, and offered several scenarios for modifying the Term Sheet to reflect the new costs. The most favorable analysis provided by Mr. Kotin suggested the County's annual lease payments, identified in the Term Sheet, would need to increase from \$690,684 per year to \$849,648 per year.

In light of these cost increases, Mr. Kotin was asked to update his previous cost-benefit analysis for the project. This analysis, which will be presented in more detail during today's presentation, shows that even with the increases in the cost, the proposed Consolidated Office Building Project will still save the County \$30.4 Million over a 50-year period if it decides to buy a building instead of continuing to rent office space. If additional occupancy costs are factored into the analysis, the 50-year cost saving is \$43.7 Million.

If your Board indicates that it wants to move forward with negotiating the Build-To-Suit Lease Option Agreement for the Consolidated Office Building Project, staff will prepare to amendments to contracts with Mr. Kotin and special outside counsel necessary to complete the negotiations and present these to your Board for consideration in the coming weeks.

The County is not, and will not be bound to proceeding with the Consolidated Office Building Project until your Board approves the final Build-To-Suit Lease Option Agreement for the Consolidated Office Building Project in open session.

OTHER AGENCY INVOLVEMENT:

Primary assistance in this process has been, and will be provided by the County's real estate consultant, Allan D. Kotin & Associates, working with the Inyo County Public Works Department, the Inyo County Office of the County Counsel, Joseph Enterprises, and Cresa Partners.

FINANCING:

Continuing with lease negotiations will require amending consulting and legal counsel contracts up to an estimated \$50,000.

<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 _____

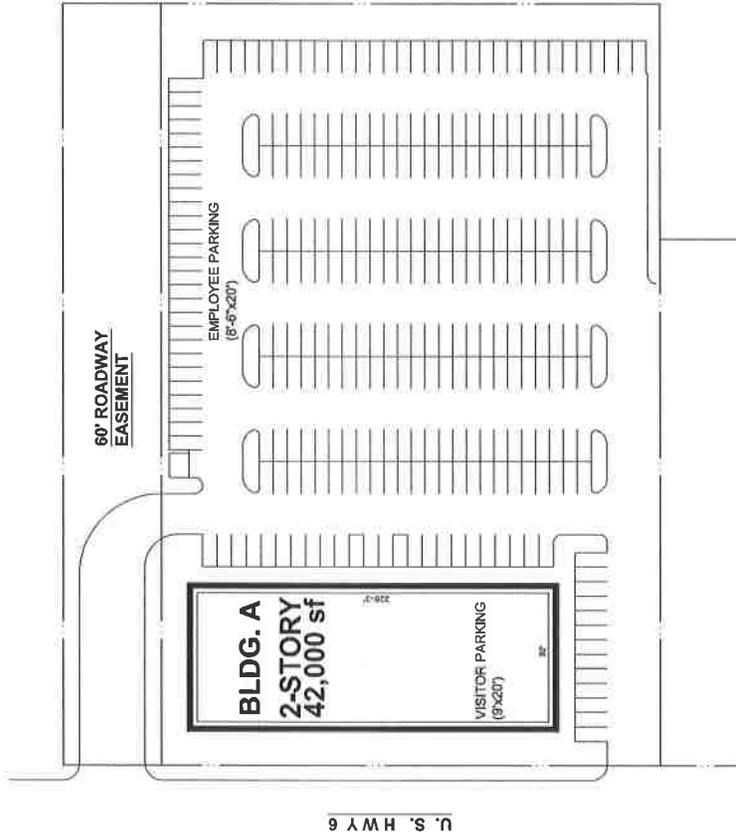
DEPARTMENT HEAD SIGNATURE: _____ Date: 01-08-2015
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

PROJECT DATA:

SITE AREA:
 GROSS: 5.59 AC (243,500 SF)
ROADWAY EASEMENT:
 GROSS: 0.65 AC (28,200 SF)

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

F.A.R.: .29
PARKING:
 REQUIRED: 188 STALLS
 PROVIDED: 286 STALLS
 (6.8/1,000 SF)



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

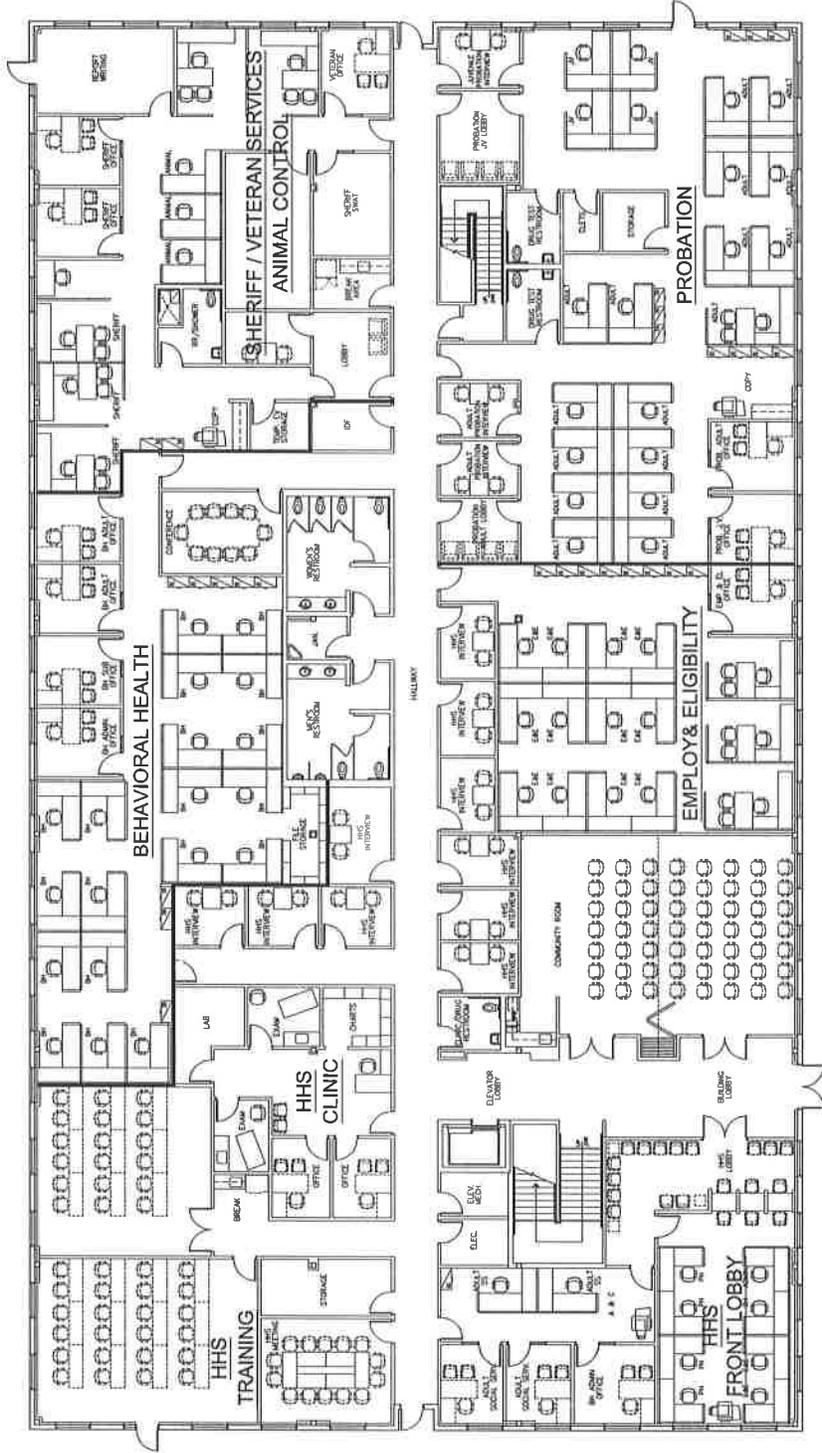


Inyo County Complex
 Bishop, California

Concept Site Plan
 scheme: 9

IRV07-0193-00
 3-1-2012

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FIRST FLOOR

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



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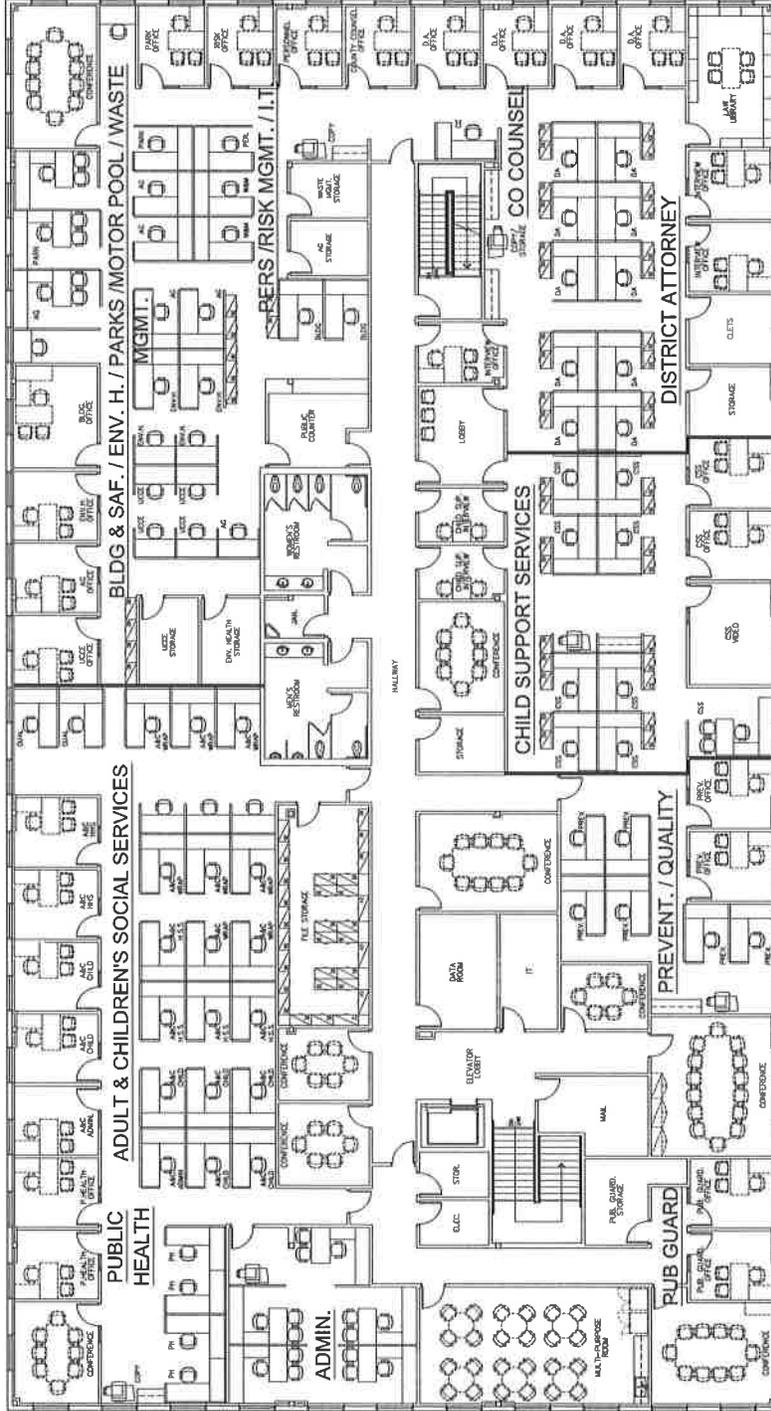
+/- 41,944 S.F.

IRV07-0193-0P
 11.06..2013

Concept Plan

Option 6

Inyo County Complex



SECOND FLOOR

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



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 11.06.2013

Concept Plan

Option 6

Inyo County Complex

INYO CONSOLIDATED OFFICE BUILDING TERMSHEET

**INYO COUNTY CONSOLIDATED OFFICE BUILDING
TERM SHEET**

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

Version of: 11/06/2013

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

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

INYO CONSOLIDATED OFFICE BUILDING TERMSHEET

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

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

INYO CONSOLIDATED OFFICE BUILDING TERMSHEET

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

INYO CONSOLIDATED OFFICE BUILDING TERMSHEET

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

INYO CONSOLIDATED OFFICE BUILDING TERMSHEET

PROVISION	TERMS
<i>EXHIBITS</i>	
EXHIBIT A	PROPERTY TO BE USED FOR THE CONSOLIDATED OFFICE BUILDING DEVELOPMENT PROGRAM: Josephs' Road Parcel
EXHIBIT B	PROJECT DESCRIPTION (a) Abbreviated Version (b) Detailed Version (c) Concept Plan
EXHIBIT C	ESTIMATED COST

Consolidated County Office Building Update

Presented to Inyo County Board of Supervisors
Tuesday, January 13, 2015

I. Board of Supervisors Presentations

- July 16, 2013 – General Update
- October 1, 2013 – Building Size Discussion
- November 12, 2013 – Approval of Concept Plans and Term Sheet – Began Lease Negotiations
- **January 13, 2015 – Lease and Cost Update**

II. Community Meetings

- Independence: Tuesday evening, August 6, 2013
- Lone Pine: Monday evening, August 12, 2013
- Bishop: Monday August 19, 2013

Historical Context / Chronology

Building Review

- In 2005 building size estimated at 61,112 square foot building with an estimated cost of at least \$14,727,992
 - Water Department moved to Independence
- Current project grew out of lease crisis in 2007
- Through departmental interviews in 2012 and 2013, size of building increased from 42,000 sf to 45,368 sf and was then refined back to final size of 41,944 sf
 - May be reviewed like County Budget: 'Department Requested' versus 'Recommended'

Historical Context 2

Approved by Board of Supervisors November 12, 2013

- 4.94 acre Wye Road parcel will be split
 - Consolidated County Office Building with parking constructed on 3.31 acres
- County will own 3.31 acres
- Joseph Enterprises owns remaining 1.63 acres (corner of Hwy 6 & Wye Rd) for future development
 - County has right of first refusal

Term Sheet 1

- 42,000 square foot building
 - Allows consolidation of 6 leased offices and one County-owned building
- Joseph Enterprises agrees to construct building at sole expense; cost of developing at least \$10 Million including land
 - Includes \$50/sf Tenant Improvement costs
 - 23-months to construct once deal finalized
- **County agrees to lease building for 20-years @ fixed price, then buys Building for \$1**

Term Sheet 2

20-year lease:

- \$2 Million upon commencement of lease
- Rent: \$674,808 (for 20-years)
- Additional rent payments of \$250,000 paid in Year 5, Year 10, and Year 15
- Year 20: County buys building for \$1
- 'Triple-Net'
 - County pays utilities, maintenance, & taxes

Term Sheet 3

- With Term Sheet approval by Board of Supervisors November 12, 2013 lease negotiations began
- Labor cost considerations required revisions to building cost estimates
- Increase in building cost from \$11,168,000 to \$14,058,000

Lease Negotiations

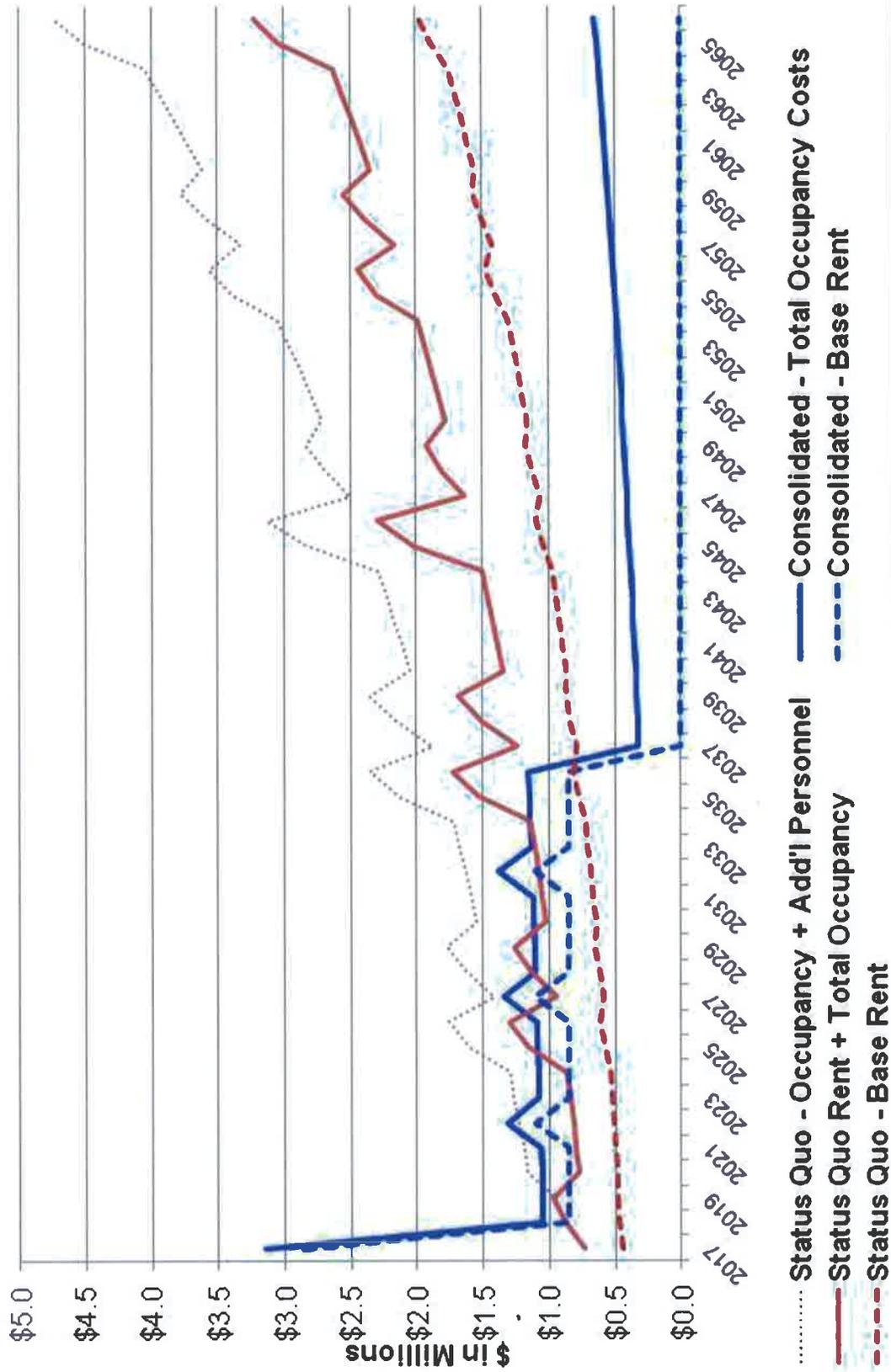
- Increased building costs implications:
 - Monthly payment from \$57,557 to \$70,804
 - Annual payment from \$690,684 to \$849,648
 - Interest Rate Reduced from 4.5% to 3.7%
- Despite increased costs there are still substantial long term savings.

Lease Negotiations

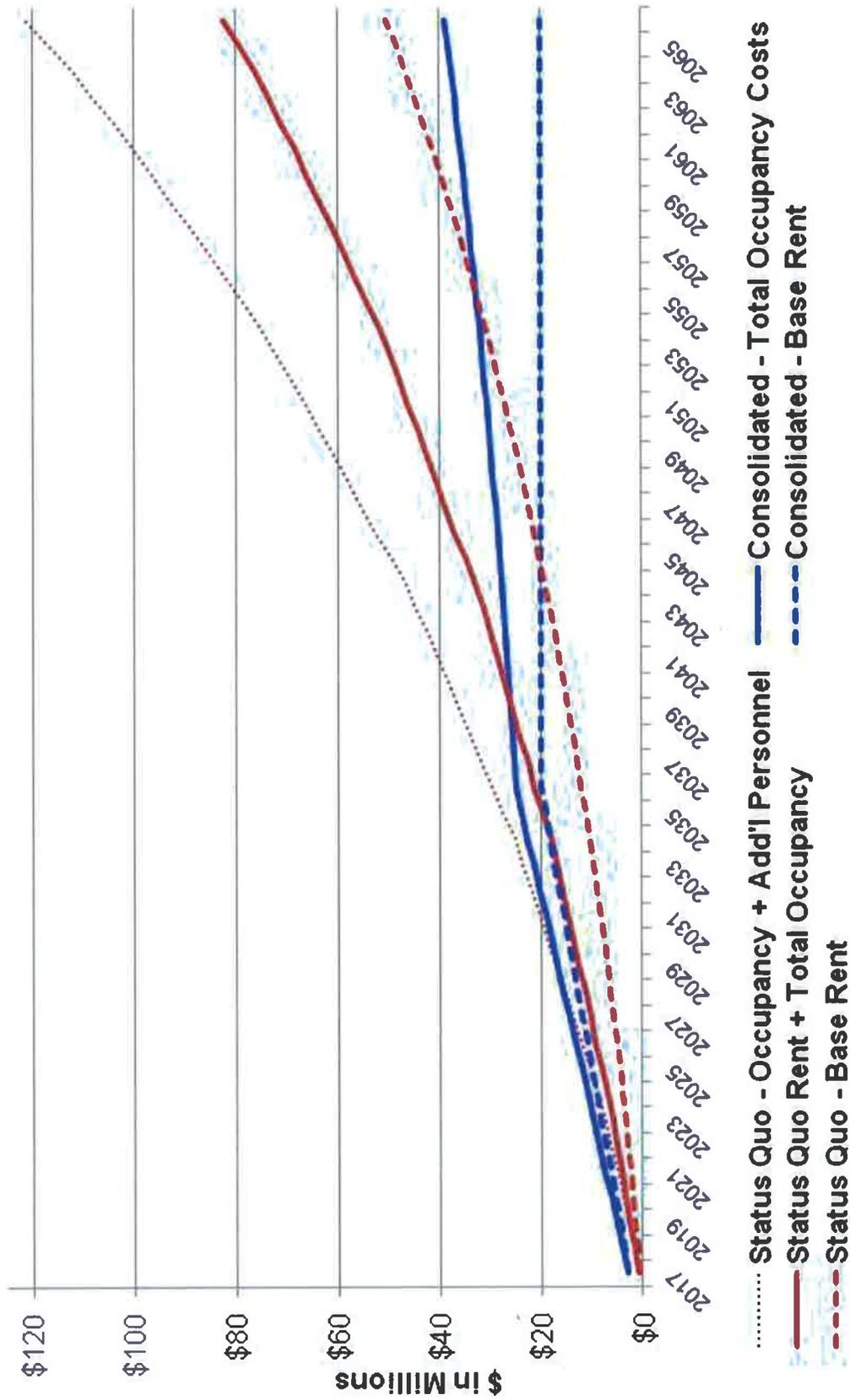
Based on Total Occupancy Costs:

- In 20 years: Will have paid \$3.6 million more than renting BUT County owns the building
- In 25 years: The County will have saved \$1.8 million over renting
- In 50 years: The County will have saved \$43.7 million over renting
- County will have made a proactive investment in its future.

Building Savings Analysis



Annual Occupancy Costs



Cumulative Occupancy Costs

1. Board of Supervisors direction
2. Reengage Outside Consultants & Counsel
3. Complete Lease Preparation
4. Bring Lease for Board of Supervisors Consideration and Approval

Next Steps



INYO COUNTY
FISH AND WILDLIFE COMMISSION

407 WEST LINE STREET • BISHOP, CA 93514

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COMMISSION MEMBERS
DOUGLAS BROWN
STEVE IVEY
LARRY MCINTOSH
GARRETT MCMURTRIE
JOE PECSI

REPLY TO:

Ychelle Tillemans
2273 Brigadoon Ave.
Bishop, CA 93514

On September 18, 2014, the Commission unanimously approved a donation in the amount of \$5,070.00 to the Fish and Wildlife Game Wardens to purchase 3 spotting scopes from Swarovski Optic.

The approved minutes of September 28, 2014 are attached.

If you should have any questions, please feel free to contact me.

Thank you,

Ychelle Tillemans
Secretary of the Fish & Wildlife Commission

FISH AND WILDLIFE COMMISSION MINUTES

The Fish and Wildlife Commission met on Thursday, September 18, 2014 at the Fish & Game conference room.

Call to Order:

Doug Brown called the meeting to order at 3:12 p.m.

Roll Call

Members Present:

Doug Brown (DB) Garrett McMurtrie (GM) Steve Ivey (SI)

Members Absent:

Larry McIntosh (LM) Joe Pecsí (JP)

Others Present:

Ychelle Tillemans Jim Erdman (JM) Mike Morrison (MM) Bill Dailey (BD)

Financial Report

\$13,316.46

Approval of Minutes

SI made a motion to approve minutes with corrections, GM seconded the motion, motion approved with corrections unanimously.

Public Comment

NONE.

Fish & Game Report

BD reported we have new wardens. Garrett Smittel will be working out of Lone Pine and Jon Doerr is working out of Big Pine.

Also, they will be having a check point off of Hwy 108 (Mono County) on Monday, September 22, 2014.

JM reported on stocking and we will have drought options. Saddlebags will be stocked with goldens. Also, Brudstock Lake has been changed to little walker lake.

MM reported on collaring of Elk and Big Horn Sheep.

New Business:

1. BD had a presentation on the necessity of new spotting scopes that the benefits of protecting the resources. He negotiated a one-time discounted price of \$1,690.00 per spotting scope from Swarovski Optik (see attached). GM made a motion to purchase three (3) scopes for \$5,070.00. SI seconded the motion. Motion was unanimous to purchase 3 spotting scopes for \$5,070.00.

2. Funding for the "Life of a Trout" activity book was tabled.

Commission Reports:

On 09-18-14 there was a F&W Resource meeting and they had a 3 hour discussion on the lead ban.

Next Meeting:

Thursday, October 16, 2014, at 3:00 p.m. at the Fish and Game Department.

Meeting Adjourned at 4:14 p.m.