

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.

April 7, 2015

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
3. **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, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
4. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Pursuant to Government Code §54956.9(d)(1) – Center for Biological Diversity; Public Employees for Environmental Responsibility, California Non-Profit Corporation v. County of Inyo; Inyo County Board of Supervisors, and DOES 1 through 20, and Adventure Trails System of the Eastern Sierra and DOES 21-50, Inyo County Superior Court Case No. SICVPT 1557709.**
5. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Pursuant to Government Code §54956.9(d)(1) – Native American Heritage Commission v. Inyo County Planning Department and Inyo County Board of Supervisors, Inyo County Superior Court Case No. SICVPT 1557557 (Munro Petition for Writ of Mandate.)**

OPEN SESSION

10:00 a.m. PLEDGE OF ALLEGIANCE

6. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
7. **PUBLIC COMMENT**

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

8. **Clerk of the Board – Request Board ratify and approve the corrected minutes of the December 16, 2014 Board of Supervisors Meeting, to reflect the action taken regarding Resolution No. 2014-59.**

HEALTH AND HUMAN SERVICES

9. **EMS** - Request Board declare Nielsen's Equipment Maintenance as a sole-source provider of repeaters and accessories and approve the purchase and installation of two repeaters, necessary attachments and frequency coordination fees, from Nielsen's Equipment Maintenance, in an amount not to exceed \$18,063.80.

PLANNING

10. Request approval of Amendment No. 1 to the Contract between the County of Inyo and Independence Solar, LLC, for environmental review and processing services, to reduce the amount of the deposit; and authorize the Chairperson to sign.

PLANNING – PUBLIC WORKS

11. Request approval of Amendment No. 2 to the Contract between the County of Inyo and Meridian Consultants for the provision of environmental review of the Adventure Trails of the Eastern Sierra System, to amend the schedule of fees to increase the contract amount by \$5,308.75 to a total amount of \$310,638.75 and the scope of work to include tasks already completed associated with the preparation the ATV Adventure Trails Environmental Impact Report; and authorize the Chairperson to sign.

PUBLIC WORKS

12. Request approval of Amendment No. 4 to the Agreement between the County of Inyo and ISL Engineering, Inc., extending the deadline from April 30, 2015 to December 31, 2015; and authorize the Chairperson to sign.

PROBATION

13. Request Board declare American Security Group a sole source provider of security systems and approve the Contract between the County of Inyo and American Security Group for the provision and installation of additional cameras and improvements to the access control system at the Juvenile Center, for the period of April 8, 2015 through June 30, 2015, in an amount not to exceed \$8,835.11, including change orders; authorize the Chairperson to sign; and authorize the Chief Probation Officer to sign the Certificate of Acceptance upon completion of the project.

ROAD DEPARTMENT

14. Request approval to remove one tree in the road right of way at 305 N. Jackson Street in Independence, with all costs to be borne by the property owner, David Woodruff.

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

15. **DISTRICT ATTORNEY** – Request Board A) accept an increase in the funds for the Victim Witness Assistance Program Grant in the amount of \$25,031 for a total grant amount of \$100,836; B) authorize the District Attorney to sign any necessary documentation to accept and utilize the grant and augmentation of the grant on behalf of the County; and C) amend the FY 2014-15 OES/VWAC Budget Unit 620414 by increasing estimated revenue in State Grants (*Revenue Code #4498*) by \$25,031 and amending appropriations as recommended by staff. (*4/5's vote required.*)
16. **PROBATION** - Request Board ratify and approve payment to the State of California Department of Corrections and Rehabilitation/Department of Juvenile Justice for the incarceration of an Inyo County Juvenile, in the amount of \$2,000 per month for approximately 5 years starting in mid-March 2015; and authorize the payment to be made via a contract payment sheet in lieu of staff requesting a monthly purchase order, contingent upon the adoption of future budgets.
17. **PROBATION** – Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the Group Counselor positions comes from the General Fund, as certified by the Chief Probation Officer, and concurred with by the County Administrator, and the Auditor-Controller; B) where internal candidates meet the qualifications for the positions, the positions may be filled through internal recruitment; and C) authorize the hiring of two full-time Group Counselor's at Range 62 (\$3,495 - \$4,249)

18. **HEALTH AND HUMAN SERVICES – Social Services** – Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the Health and Human Services Specialist position exist in the Social Services, CBCAP, Mental Health, SUD, ICGOLD and ESAAA budgets, as certified by the Director of Health and Human Services, and concurred with by the County Administrator, and the Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and C) authorize the hiring of one Health and Human Services Specialist II at Range 53 (\$2,892 - \$3,517) or III at Range 57 (\$3,169 - \$3,850) depending upon qualifications.
19. **HEALTH AND HUMAN SERVICES – Health Services** - Request Board ratify and approve the Memorandum of Understanding with Blue Cross of California Partnership (BCCPP), effective January 1, 2015, defining responsibilities between HHS' public health services and the Medi-Cal Managed Care entity known as BCCPP; and authorize the Director of HHS to sign.
20. **PUBLIC WORKS** – Request Board A) approve the plans and specifications for the Independence American Legion Hall Re-Roofing Project; B) authorize the Public Works Director to advertise and bid the Project; C) authorize the Public Works Director to award the project if bids received are within the project budget and sign all Contract documents contingent upon the appropriate signatures being obtained; and D) authorize the Public Works Director to sign all other Contract documents, including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law.
21. **SHERIFF'S DEPARTMENT** – Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the Correctional Officer position comes from the General Fund, as certified by the Sheriff, and concurred with by the County Administrator, and the Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the position could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure the position is filled with the most qualified applicant; and C) authorize the hiring of one Correctional Officer at Range 64 (\$3,735 - \$4,539)
22. **SHERIFF'S DEPARTMENT** – Request Board find that consistent with the adopted Authorized Position Review Policy A) the availability of funding for the positions of Sergeant, Investigator, Corporal, and Deputy, comes from the General Fund, as certified by the Sheriff and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the positions, the vacancies could be filled through internal recruitment; and C) approve the hiring of one Sergeant at Range 74 SB-SD (\$5,268 - \$6,897) depending on qualifications; one Investigator at Range 71 SB-SD (\$5,039 - \$6,595) depending on qualifications; one Corporal at Range 70 SB-SC (\$4,784 - \$6,262) depending on qualifications; and one Deputy Sheriff at Range 67 SA-SC (\$4,107 - \$5,510) through an open recruitment and authorize hiring up to the D step for a qualified lateral applicant.
23. **COUNTY ADMINISTRATOR** – Request Board consider a request from RCRC to approve a resolution titled "A Resolution of the Board of Supervisors, County of Inyo, State of California, Approving the Proposed Revisions to the California Home Finance Authority (Formal Name Change to Golden State Finance Authority Pending) Joint Powers Agreement."
24. **COUNTY ADMINISTRATOR - Emergency Services** - Request Board continue the local emergency, The Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32, as recommended by the County Administrator.
25. **COUNTY ADMINISTRATOR – Emergency Services** - Request Board continue the local emergency, The Gully Washer Emergency that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013, as recommended by the County Administrator.
26. **COUNTY ADMINISTRATOR - Emergency Services** - Request Board continue the local emergency, The Canyon Crusher Emergency, that resulted in flooding in the portions of Inyo County during the month of August, 2013, was recommended by the County Administrator.
27. **COUNTY ADMINISTRATOR - Emergency Services** – Request Board continue the local emergency, known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that exist in the County as recommended by the County Administrator.
28. **CLERK OF THE BOARD** – Request approval of the minutes of the Board of Supervisors Regular Meeting of March 17, 2015.

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

- 1:30 p.m. 29. **PUBLIC WORKS** – Request Board A) conduct a **public hearing** on an ordinance titled “An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Chapter 9.56 to Title 9 Section VI of the Inyo County Code to Prohibit Operators of Off-Highway Vehicles and Other Motorized Vehicles From Damaging Property;” and B) waive the first reading of the ordinance and schedule the enactment for 1:30 p.m., Tuesday, April 21, 2015 in the Board of Supervisors Room, at the County Administrative Center in Independence.
30. **PLANNING** – Request Board receive a presentation regarding the West Mojave Route Network Project and Plan Amendment

WORKSHOPS AND PRESENTATIONS (To be considered at the Board's convenience)

31. **PUBLIC WORKS** – Request Board conduct a workshop to receive an update of Water Conservation Regulations.

CORRESPONDENCE - ACTION

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

32. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
33. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

34. **SHERIFF'S DEPARTMENT** – Sheriff and Jail Overtime Report for the month of January 2015.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 8

- 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: April 7, 2015

SUBJECT: Ratify the correction to the Minutes of December 16, 2014

DEPARTMENTAL RECOMMENDATION: - Request Board ratify and approve the corrected minutes of the December 16, 2014 Board of Supervisors Meeting, to reflect the action taken regarding Resolution #2014-59.

SUMMARY DISCUSSION: - Health and Human Services staff notified the Clerk of the Board's office of a mistake on the minutes of the Board's December 16, 2014 minutes which was not previously noted. HHS needed the correct Board Order of the action prior to staff being able to agendize for your Board's approval. The Assistant Clerk issued an amended Board Order reflecting the action, and in order to reflect the record of the meeting accurately, is requesting your Board ratify and approve the corrected minutes of that Meeting.

ALTERNATIVES: Your Board could choose to not correct the minutes. This alternative is not recommended in that it is appropriate to correct the record.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: There is not fiscal impact associated with this request.

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

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


 Date: _____

Moved by Supervisor Griffiths and seconded by Supervisor Tillemans to appoint the following applicants to the Emergency Medical Care Committee to complete two year terms ending December 31, 2016: Mr. Carl Dennett of the Southern Inyo Fire Protection District, Ms. Colleen Wilson of Southern Inyo Hospital, Mr. LeRoy Kritz of the Lone Pine Fire Department, Dr. Richard Johnson, Inyo County Health Officer, Mr. Joe Capello of the Independence Volunteer Fire Department; and Mr. Marty Fortney of the Big Pine Fire Department representing the member-at-large category. Motion carried unanimously.

HHS-ESAA/ESAAA
Advisory Council
Appointments

Moved by Supervisor Griffiths and seconded by Supervisor Tillemans to appoint the following to the Eastern Sierra Area Agency on Aging (ESAAA) Advisory Council, representing the categories designated, to complete two year terms ending December 11, 2016: Ms. Rachel Lober, Private/Voluntary Leadership; Mr. Roger Rasche, Lower Income; Phyllis Mikalowsky, Lower Income and Family Caregiver, and Harriet Davis, Support Services Provider and Private/Voluntary Leadership. Motion carried unanimously.

P.W./CA Federal
Lands Access
Grant for South
Lake Road

Moved by Supervisor Griffiths and seconded by Supervisor Tillemans to A) approve the submittal of a California Federal Lands Access Program grant application for South Lake Road; B) authorize the Public Works Director to sign documents related to the grant application; and C) request the Inyo County Local Transportation to program a portion of the South Lake Road project in an amount not to exceed \$1-million in the 2016 Statewide Transportation Improvement Program funding cycle. Motion carried unanimously.

Planning/Pine Creek
Mine Reclamation
Financial
Assurances

Ms. Adena Fansler, Associate Planner, provided additional information and further justification for the recommendation to reduce the financial assurances for the Pine Creek Mine from \$693,762.63 to \$93,762.63, explaining that it has been determined that 95% of the reclamation work for the project has been completed and the balance being proposed is sufficient to cover the costs of the balance of the work. The Board heard from Mr. Paul Fry of the California Office of Mining and Reclamation who confirmed that the State agrees with the recommendation and the assessment of the work that has been completed. Moved by Supervisor Arcularius and seconded by Supervisor Tillemans to concur with the Planning Department's determination that reclamation for the Pine Creek Mine/Mill is partially complete and reduce the financial assurances from \$693,762.63 to \$93,762.63 and direct the Auditor to issue a warrant in the amount of \$600,000 to Avocet Tungsten, Inc. Motion carried unanimously.

Resol. #2014-59/
IC-GOLD Program
Services Fee
Schedule

Ms. Jean Turner, Director of Health and Human Services, provided additional information and further explanation on the request to set fees for providing senior meals and in-home services through the Inyo County Growing Older Living with Dignity (IC-Gold) Program. **HEALTH AND HUMAN SERVICES – Inyo County Growing Older Living with Dignity Program** – Request Board adopt a resolution establishing the Fee Schedule for meals and in-home services provided under the Inyo County-Growing Older, Living with Dignity (IC-GOLD) Program, to become effective January 1, 2015.

District/B.P. Fire
Dept. Bldg. Fee
Waiver

Big Pine Fire Chief, Damon Carrington, updated the Board on the building which is being placed on the land donated by the County and asked that the building permit fee be waived. He said that the money could be used to help the Department provide public safety services to the community. Supervisor Tillemans supported the Department's request. Moved by Supervisor Tillemans and seconded by Supervisor Kingsley to waive the permit fee in the amount of \$5,258.24 for the construction of the new building the Big Pine Volunteer Fire Department is putting on the land donated by the County. Motion carried unanimously.

Planning/Code
Enforcement
Ordinance Public
Hearing

The Chairperson opened the public hearing at 2:40 p.m., on an ordinance titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Title 22 to the Inyo County Code and Section 7.24.050, 7.52.150, 14.14.080, 10.64.040, 14.20.100, 14.28.175, 14.29.280, 20.08.130, AND AMENDING SECTIONS 1.20.010, 7.60.050, 7.60.060, 7.70.070(H), 11.04.120, 14.08.200, 14.08.210, 14.28.150, 14.29.080, 18.81.370, 21.24.080 and Deleting Section 18.81.380 of the Inyo County Code. Mr. Josh Hart, Planning Director, reviewed the staff report and recommendations regarding the ordinance. Mr. Gavin Wilkinson of Lone Pine read a letter into the record opposing the adoption of the ordinance. There was no one else wishing to speak to the issue and the Chairperson closed the public hearing at 2:55 p.m. Moved by Supervisor Griffiths and seconded by Supervisor Kingsley to waive the first reading of the ordinance and schedule the enactment for 1:30 p.m., January 6, 2015, in the Board of Supervisors Room, at the County Administrative Center, in Independence. Motion carried unanimously.

HHS-EMS/EMCC
Appointments

Moved by Supervisor Griffiths and seconded by Supervisor Tillemans to appoint the following applicants to the Emergency Medical Care Committee to complete two year terms ending December 31, 2016: Mr. Carl Dennett of the Southern Inyo Fire Protection District, Ms. Colleen Wilson of Southern Inyo Hospital, Mr. LeRoy Kritz of the Lone Pine Fire Department, Dr. Richard Johnson, Inyo County Health Officer, Mr. Joe Capello of the Independence Volunteer Fire Department; and Mr. Marty Fortney of the Big Pine Fire Department representing the member-at-large category. Motion carried unanimously.

HHS-ESAA/ESAAA
Advisory Council
Appointments

Moved by Supervisor Griffiths and seconded by Supervisor Tillemans to appoint the following to the Eastern Sierra Area Agency on Aging (ESAAA) Advisory Council, representing the categories designated, to complete two year terms ending December 11, 2016: Ms. Rachel Lober, Private/Voluntary Leadership; Mr. Roger Rasche, Lower Income; Phyllis Mikalowsky, Lower Income and Family Caregiver, and Harriet Davis, Support Services Provider and Private/Voluntary Leadership. Motion carried unanimously.

P.W./CA Federal
Lands Access
Grant for South
Lake Road

Moved by Supervisor Griffiths and seconded by Supervisor Tillemans to A) approve the submittal of a California Federal Lands Access Program grant application for South Lake Road; B) authorize the Public Works Director to sign documents related to the grant application; and C) request the Inyo County Local Transportation to program a portion of the South Lake Road project in an amount not to exceed \$1-million in the 2016 Statewide Transportation Improvement Program funding cycle. Motion carried unanimously.

Planning/Pine Creek
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Financial
Assurances

Ms. Adena Fansler, Associate Planner, provided additional information and further justification for the recommendation to reduce the financial assurances for the Pine Creek Mine from \$693,762.63 to \$93,762.63, explaining that it has been determined that 95% of the reclamation work for the project has been completed and the balance being proposed is sufficient to cover the costs of the balance of the work. The Board heard from Mr. Paul Fry of the California Office of Mining and Reclamation who confirmed that the State agrees with the recommendation and the assessment of the work that has been completed. Moved by Supervisor Arcularius and seconded by Supervisor Tillemans to concur with the Planning Department's determination that reclamation for the Pine Creek Mine/Mill is partially complete and reduce the financial assurances from \$693,762.63 to \$93,762.63 and direct the Auditor to issue a warrant in the amount of \$600,000 to Avocet Tungsten, Inc. Motion carried unanimously.

Resol. #2014-59/
IC-GOLD Program
Services Fee
Schedule

Ms. Jean Turner, Director of Health and Human Services, provided additional information and further explanation on the request to set fees for providing senior meals and in-home services through the Inyo County Growing Older Living with Dignity (IC-Gold) Program. Moved by Supervisor Kingsley and seconded by Supervisor Tillemans to adopt Resolution #2014-59, establishing the Fee Schedule for meals and in-home services provided under the Inyo County-Growing Older, Living with Dignity (IC-GOLD) Program, to become effective January 1, 2015: motion unanimously passed and adopted.

District/B.P. Fire
Dept. Bldg. Fee
Waiver

Big Pine Fire Chief, Damon Carrington, updated the Board on the building which is being placed on the land donated by the County and asked that the building permit fee be waived. He said that the money could be used to help the Department provide public safety services to the community. Supervisor Tillemans supported the Department's request. Moved by Supervisor Tillemans and seconded by Supervisor Kingsley to waive the permit fee in the amount of \$5,258.24 for the construction of the new building the Big Pine Volunteer Fire Department is putting on the land donated by the County. Motion carried unanimously.

Planning/Code
Enforcement
Ordinance Public
Hearing

The Chairperson opened the public hearing at 2:40 p.m., on an ordinance titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Title 22 to the Inyo County Code and Section 7.24.050, 7.52.150, 14.14.080, 10.64.040, 14.20.100, 14.28.175, 14.29.280, 20.08.130, AND AMENDING SECTIONS 1.20.010, 7.60.050, 7.60.060, 7.70.070(H), 11.04.120, 14.08.200, 14.08.210, 14.28.150, 14.29.080, 18.81.370, 21.24.080 and Deleting Section 18.81.380 of the Inyo County Code. Mr. Josh Hart, Planning Director, reviewed the staff report and recommendations regarding the ordinance. Mr. Gavin Wilkinson of Lone Pine read a letter into the record opposing the adoption of the ordinance. There was no one else wishing to speak to the issue and the Chairperson closed the public hearing at 2:55 p.m. Moved by Supervisor Griffiths and seconded by Supervisor Kingsley to waive the first reading of the ordinance and schedule the enactment for 1:30 p.m., January 6, 2015, in the Board of Supervisors Room, at the County Administrative Center, in Independence. Motion carried unanimously.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

9

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

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: April 7, 2015

SUBJECT: Purchase and installation of Repeaters, necessary attachments and frequency coordination fees from Nielsen's Equipment Maintenance.

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the purchase of the installation of two repeaters, necessary attachments and frequency coordination fees in an amount not to exceed \$18,063.80 from Nielsen's Equipment Maintenance.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Presently, radio traffic on the same EMS channel in Northern and Southern Inyo County limits the ability of either end of the county to have effective communications during simultaneous emergency events. Upgrading of the current EMS radio system to include another channel would alleviate this communication problem and benefit pre-hospital emergency services and communications with hospital base stations during medical transports. Adding these repeaters will increase the availability of redundant radio frequencies for all county emergency responders. Health and Human Services received grant approval through the Public Health Emergency Preparedness (PHEP) to fund this project. Nielsen's Equipment Maintenance is the local resource who provides communication assistance for the Inyo County Sheriff's Department and EMS providers. The Sheriff's Office worked with Nielsen's Equipment Maintenance to identify the equipment needed and frequency licensing needs. The monies will be used to purchase 2 New EMS repeaters, necessary attachments (duplexer, connectors, cables and rack) and the frequency coordination fees. These repeaters will be located at Silver Peak and Cerro Gordo Peaks.

ALTERNATIVES:

Denying this request would result in not utilizing the PHEP funding, which was approved by the State for this purpose, to take steps to address the communication issues that county emergency responders are having.

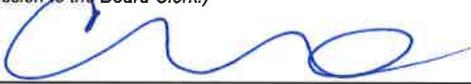
OTHER AGENCY INVOLVEMENT:

Inyo County Sheriff's Department, Bishop Fire Department, Symons Emergency Specialties, Big Pine Volunteer Fire Department, Independence Volunteer Fire Department, Lone Pine Volunteer Fire Department, Olancho Volunteer Fire Department, Northern Inyo Hospital and Southern Inyo Hospital.

FINANCING:

100% Federal funds. This is budgeted in Health (045100) in the object code – Professional and Special Services (5265). No County General Funds.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved:  Date: <u>3/17/15</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 3-19-15

NIELSEN'S EQUIPMENT MAINTENANCE
 451 COMMERCE CR. #3
 P.O. BOX 8615
 MAMMOTH LAKES, CA. 93546
 760-924-5611

Inyo County Health Department
 New EMS Repeaters Silver/Cerro Gordo

2	Kenwood TKR750 Repeaters	1600.00	3200.00
2	EMR Duplexers	1600.00	3200.00
1	Tune and Test Equipment		500.00
1	Duracom RM2512 power supply		395.00
1	19" Equipment Rack		250.00
6	RG 142 Jumper Cables	60.00	360.00
1	25' LMR Cable/ Connectors		165.00
1	pipe mast and clamps		200.00
2	ANT150F2 Antenna	875.00	1750.00
200'	LDF450A Heliax	2.45	490.00
2	Andrew Connectors	45.00	90.00
2	Clamp Kits	50.00	100.00
2	Polyphasers	85.00	190.00
40'	Super Flex 3/8 cable/connectors	5.50	220.00
1	Rack Support kit		75.00
1	Cable Management Tower Clamps		300.00
1	Installation on Silver Peak		1700.00
1	Installation on Cerro Gordo		3400.00
1	APCO/ FCC license fees		600.00
1	Tax		878.80

Total 18,063.80



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 10
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time: Closed Session Informational

FROM: Planning Department

FOR THE BOARD MEETING OF: April 7, 2015

SUBJECT: Amendment No. One to contract between the County of Inyo and Independence Solar, LLC, formerly known as Northland Power Independence, LLC, for the provision of environmental review and processing services for the Environmental Impact Report for the Northland Power Independence, LLC Solar project.

DEPARTMENTAL RECOMMENDATION: Request that the Board approve Amendment No. One to the contract between the County of Inyo and Independence Solar, LLC to provide for a reduction in the deposit.

SUMMARY DISCUSSION: On November 5, 2013, the Board entered into a contract with Northland Power Independence, LLC, formerly known as Independence Solar, LLC, to produce an Environmental Impact Report (EIR) for the Northland Power Independence, LLC Solar project. In the meanwhile, the applicant changed its name to Independence Solar, LLC.

The applicant wishes to cease processing the application and provide for a reduction in the deposit, but to keep the contract in effect. The proposed contract amendment permits the deposit to be reduced to \$1,000 until such time as the applicant notifies the County it wishes to proceed again.

ALTERNATIVES: The Board could choose not to approve the proposed amendment. This is not recommended, as minimal activity is expected for the project in the near future.

OTHER AGENCY INVOLVEMENT: None directly.

FINANCING: Reimbursement for the costs of the Northland Power Independence, LLC Solar project EIR will continue to be provided by deposits from Independence Solar, LLC, which are held in trust (Northland Power Independence, LLC Solar, 503802). Minimal activity has occurred recently, and the remaining deposit of \$1,000 is anticipated to be sufficient to offset any minor expenses incurred by the County until such time as the applicant advises the County that it wishes to proceed with the project, or otherwise.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) <i>Margaret Kemp-Williams</i> Approved: <u>subject to Certificate re name change</u> Date <u>03/16/15</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) <i>[Signature]</i> Approved: <u>yes</u> Date <u>3/23/2015</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.) <i>[Signature]</i> Approved: <u>✓</u> Date <u>3/24/2015</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature] Date: 4/1/15

Attachment: Proposed Contract Amendment with Independence Solar, LLC and Secretary's Certificate of Northland Power of America, Inc.

**AMENDMENT NUMBER ONE TO THE AGREEMENT BETWEEN THE COUNTY OF
INYO AND INDEPENDENCE SOLAR LLC FOR THE PROVISION OF
ENVIRONMENTAL REVIEW AND PROCESSING SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Independence Solar LLC (hereinafter referred to as "Applicant") have entered into an Agreement for the provision of environmental review and processing services dated November 5, 2013, on County of Inyo Modified Contract No. 165.

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

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

County and Consultant hereby amend such Agreement as follows:

Insert the following new Subsection 5.G after Subsection 5.F – If Applicant provides notice to County that it wishes to suspend its application, County shall refund the deposit less \$1,000.00 within 60 days and cease actively working on the scope of work until requested by Applicant to resume. The remaining deposit shall be utilized to reimburse County for any miscellaneous work required of County during the suspension. County shall process reimbursements for any such work as required by this Agreement. If Applicant wishes to resume working on the scope of work, it shall provide notice to County and replenish the deposit. County shall recommence working on the scope of work within 60 days of such notice.

AMENDMENT NUMBER ONE TO THE AGREEMENT BETWEEN THE COUNTY OF INYO AND INDEPENDENCE SOLAR LLC FOR THE PROVISION OF ENVIRONMENTAL REVIEW AND PROCESSING SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

APPLICANT

By:  _____

Dated: October 14, 2014

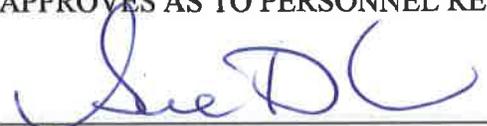
APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVES AS TO PERSONNEL REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

**SECRETARY'S CERTIFICATE OF
NORTHLAND POWER AMERICA INC.**

March 12, 2015

This Secretary's Certificate (this "Certificate") of NORTHLAND POWER AMERICA INC., a Delaware corporation (the "Company"), is provided to THE COUNTY OF INYO (the "County") with regard to that certain Amendment Number One to the Agreement Between the County of Inyo and Independence Solar LLC for the Provision of Environmental Review and Processing Services (the "Amendment").

The undersigned does hereby certify to the County, solely in his capacity as Secretary of the Company, and not in his personal capacity and without personal liability therefor, on behalf of the Company, as follows:

1. I am a duly appointed, qualified and acting Secretary of the Company and, as such, have access to the records of the Company and am familiar with the matters herein certified.
2. Northland Power Independence LLC (the "Project Company") was formed on November 12, 2012. Attached hereto as Exhibit A is a true and correct copy of the Certificate of Formation of the Project Company.
3. The Project Company changed its name from Northland Power Independence LLC to Independence Solar LLC on August 25, 2014. Attached hereto as Exhibit B is a true and correct copy of the Certificate of Amendment of Certificate of Formation of the Project Company.
4. The entity referred to in the Amendment as Independence Solar LLC is, in fact, the entity that was formerly known as Northland Power Independence LLC.

IN WITNESS WHEREOF, the undersigned has executed this Secretary's Certificate as of the date first above written.

By: 
Name: Michael Shadbolt
Title: Secretary

EXHIBIT A

CERTIFICATE OF FORMATION

[See attached.]

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:48 PM 11/19/2012
FILED 03:42 PM 11/19/2012
SRV 121244145 - 5244440 FILE

**STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION of**

NORTHLAND POWER INDEPENDENCE LLC

FIRST: The name of the limited liability company is Northland Power Independence LLC.

SECOND: The address of its registered office in the State of Delaware is 1679 S. Dupont Highway, Suite 100, in the City of Dover, County of Kent, Delaware 19901.

The name of its Registered Agent at such address is Registered Agent Solutions, Inc.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Northland Power Independence LLC this 19th day of November, 2012.

/s/ Kevin T. Lewman
Kevin T. Lewman. Authorized Person

EXHIBIT B

CERTIFICATE OF AMENDMENT OF CERTIFICATE OF FORMATION

[See attached.]

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF FORMATION**

1. Name of Limited Liability Company: **NORTHLAND POWER INDEPENDENCE LLC.**
2. The Certificate of Formation of the Limited Liability Company is hereby amended as follows:

"The name of the limited liability company is **INDEPENDENCE SOLAR LLC.**"

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 25th day of August, 2014.

By: 
Authorized Person

Name: MICHAEL D. SHADRULT
Print or Type



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

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

FROM: Planning Department and Public Works Department

FOR THE BOARD MEETING OF: April 7th, 2015

SUBJECT: Amendment No. Two to the contract between the County of Inyo and Meridian Consultants.

DEPARTMENTAL RECOMMENDATION: Approve Amendment No. Two to the contract between County of Inyo and Meridian Consultants for the provision of environmental review of the Adventure Trails of the Eastern Sierra System to amend the schedule of fees to increase the total budget amount to \$310,638.75, and amending the scope of work to include additional tasks associated with preparation of an addendum to the ATV Adventure Trails Environmental Impact Report (EIR) and authorize the Chairperson to sign.

SUMMARY DISCUSSION: On December 16th, 2014, your Board of Supervisors approved Contract Amendment No. One to the contract with Meridian Consultants for additional out of scope services associated with the preparation of the EIR for the Adventure Trails of the Eastern Sierra System, including attendance at the January 22nd, 2015 Board hearing. Prior to the January 22nd Board Hearing, Inyo County requested Meridian Consultants assistance with additional revisions to the Findings and Statement of Overriding Considerations to reflect changes in the project submitted by the applicant on January 18th, 2015. The cost for these additional revisions was \$1,215.00.

Additionally, the County decided that prior to approving Aberdeen Route #3, an Addendum to the EIR would be required to evaluate the proposed changes. The County ultimately decided to place approval of Aberdeen Route #3 on hold indefinitely; however, Meridian Consultants incurred costs in the amount of \$4,093.75 for preparation and coordination of the Addendum prior to the County's decision not to proceed. The scope of work for this amendment includes review of the changes suggested by the applicant to Aberdeen Route #3, preparation of the Addendum, and coordination and preparation with County staff.

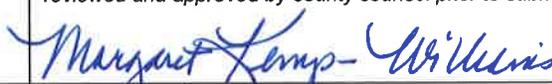
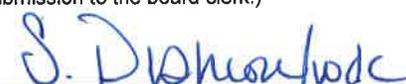
The total estimated cost for this contact amendment is \$5,308.75. Staff is requesting increasing the schedule-of-fees to a not-to-exceed amount of \$310,638.75.

ALTERNATIVES: The Board could not approve the amendment.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: There are adequate funds budgeted for this in the Transportation and Planning Trust (Budget Unit 504605) and Object Code 5265 (Professional and Special Services). No budget action is required.

APPROVALS

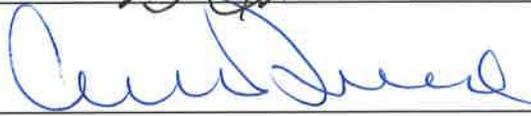
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>03/18/15</u> Date <u>Yes</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>3/23/15</u> Date <u>yes</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>3/26/15</u> Date <u>Yes</u>

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



Date: 3/26/15

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



Date: 3/26/15

Attachment 1 – Proposed Contract Amendment

Attachment 2 – Correspondence from Meridian Consultants re: Contract Amendment for Additional Services

**AMENDMENT NO. TWO TO THE AGREEMENT
BETWEEN THE COUNTY OF INYO AND
MERIDIAN CONSULTANTS
FOR THE PROVISION OF ENVIRONMENTAL REVIEW
SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Meridian Consultants (hereinafter referred to as Contractor) have entered into an Agreement for the provision of Environmental Review services dated November 5th, 2014 on County of Inyo Standard Contract No. 156 for the term from November 5th, 2014 to December 31st, 2014.

WHEREAS, by contract Amendment One, dated December 16th, 2014, the County and Contractor have amended the term of the agreement to extend until April 30th, 2015, and amended the total sum of all payments made by the County to the Consultant for services and work performed under agreement to \$305,330, and amended the schedule of fees to increase the total sum of all payments made by the County to Consultant for services and work performed under agreement to \$305,330.

WHEREAS, County and Contractor do desire to 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, Amendment Two, as follows:

- 1) Amend Section 3(D) (Limit Upon Amount Payable under Agreement) to increase the total sum of all payments made by the County to Consultant for services and work performed under agreement to \$310,638.75.
- 2) Amend Attachment A (Scope of Work) to include the following tasks:
 - a. Requested revisions to the Adventure Trails of the Eastern Sierra Environmental Impact Report Findings,
 - b. Environmental review of the changes to Aberdeen Route #3 as suggested by the Applicant in their correspondence to the Board of Supervisors dated January 18th, 2015,
 - c. Preparation of the Addendum to the ATV Adventure Trails of the Eastern Sierra EIR consistent with the changes suggested by the Applicant to Aberdeen Route #3, and
 - d. Coordination and preparation with County staff.

- 3) Amend Attachment B (Schedule of Fees) to increase the total sum of all payments made by the County to Consultant for services and work performed under agreement to \$310,638.75.

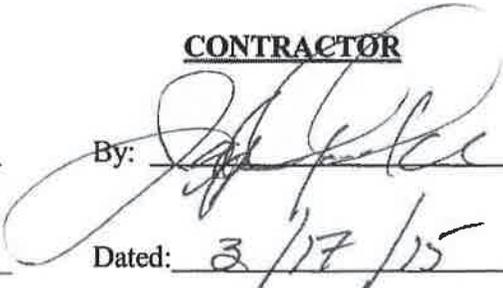
**AMENDMENT NO. TWO TO THE AGREEMENT BETWEEN THE COUNTY OF INYO AND
MERIDIAN CONSULTANTS
FOR THE PROVISION OF ENVIRONMENTAL REVIEW SERVICES**

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

COUNTY

CONTRACTOR

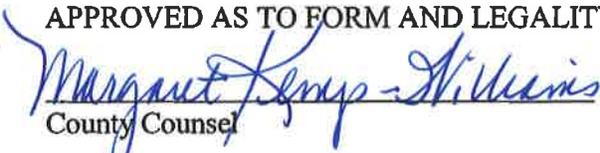
By: _____

By:  _____

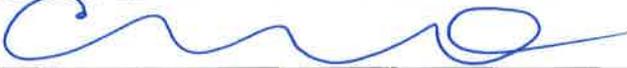
Dated: _____

Dated: 3/17/15 _____

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



910 Hampshire Road, Suite V
Westlake Village, California 91631

March 13, 2015

Inyo County Planning Department
168 N. Edwards Street
P.O. Drawer L
Independence, CA 93526

Attn: Elaine Kabala, Associate Planner

Re: Contract Amendment No.2 for Additional Services
ATV Adventure Trails Environmental Impact Report

Dear Ms. Kabala:

This contract amendment is to provide for additional services beyond what is outlined in our existing contract (Inyo County Standard Contract No. 156) and approved Contract Amendment No. 1, dated November 5, 2013 and December 4, 2014, respectively.

Pursuant to our conversation on January 23, 2015, the County of Inyo decided that prior to approving Aberdeen Route 3, the preparation of an Addendum to the EIR and revised Findings would be required to reflect evaluate the proposed changes, primarily reducing the length of the route and re-locating the start and/or end points. As part of the process outlined by the County for revisions to Aberdeen Route 3 an additional Board of Supervisors hearing would be required to take public comment on the inclusion of the route and to consider the adoption of the Addendum.

The scope of work for this included the review of the changes suggested by the applicant to Aberdeen Route 3, the preparation of the Addendum, coordination and preparation with County staff, and attendance at the a future Board of Supervisors hearing. Meridian Consultants would provide clarification to the Board of Supervisors, surrounding agencies (local and regional), and community members, during the public hearing.

As of February 27, 2015, Meridian Consultants has provided services to complete the Addendum and Findings to reflect changes to Aberdeen Route 3. However, on March 3, 2015, the County of Inyo informed Meridian Consultants that consideration for the approval of Aberdeen Route 3 would be placed on hold, indefinitely. While the Addendum to the EIR is currently on hold, Meridian Consultants is requesting this Contract Amendment to recuperate the cost of additional labor of \$5,308.75 incurred from February 1, 2015 to February 28, 2015.

Based on the above, the total cost for this contract amendment is detailed on the following page. The current authorized contract amount for preparation of the EIR is \$305,330.00; with approval of this amendment, the total contract amount will be \$310,638.75

Should you have any questions, please contact myself or Mr. Roland Ok at (805) 367-5720.

Thank you for this opportunity to provide additional services to Inyo County on this project.

Letter to Ms. Elaine Kabala,
Re: Inyo County Adventure Trails Project
Contract Amendment No. 2
March 13, 2015
Page 2 of 2

Sincerely,

Meridian Consultants LLC



Joe Gibson
Partner

ATV Adventure Trails EIR
Contract Amendment No. 2 - COST SUMMARY

MERIDIAN CONSULTANTS PROFESSIONAL LABOR	Principal Rate (\$165/hr)	Project Manager Rate (\$105/hr)	Project Planner Rate (\$90/hr)	Graphics Rate (\$85/hr)	Cost
Findings	1 hour	10 hours	--	--	\$1,215.00
Addendum to the EIR	1 hour	7.5 hours	33.25 hours	1.75 hours	\$4,093.75
Subtotal Labor					\$5,308.75



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 12
--

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: April 7, 2015

SUBJECT: Amendment No. 4 to the Agreement between Inyo County and ISL Engineering for Public Works Department Standard Drawings and Specifications

DEPARTMENTAL RECOMMENDATION:

Request that your Board approve Amendment No. 4 to the Agreement between the County of Inyo and ISL Engineering, Inc., extending the current Agreement deadline from April 30, 2015 to December 31, 2015.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On August 6, 2013, your Board approved an Agreement with ISL Engineering, Inc., in a not-to-exceed amount of \$41,480 for updating both the Inyo County Standard Specifications (for public works projects) and the Standard Drawings/Plans (for work occurring within the County right-of-way). The term of this Agreement was from August 6, 2013 to December 31, 2013. Three (3) subsequent Agreement Amendments have been approved by the Board in order to extend the contract deadline. These Amendments had no increase to the original Agreement dollar amount and have now extended the Agreement end date until April 30, 2015. These Amendments were needed to in order to allow sufficient time for County review of the new Inyo County Standard Drawings and Specifications.

Public Works is now requesting to extend the end date of this Agreement until December 31, 2015. This is a "time only" Agreement Amendment with no increase in the Agreement dollar amount. Additional time is needed to allow Public Works and the Consultant to complete the Public Works internal review and confer with County Counsel and Risk Management departments regarding proposed County Specifications' content. This update will also bring these documents into compliance with current standards, including the Americans with Disabilities Act.

ALTERNATIVES:

To not approve this Contract Agreement extension request. This is not recommended as the Amendment No. 4 time extension request, if approved, will result in a superior and more comprehensive County Standard Specification document and Inyo County Standard Drawings/Plans.

OTHER AGENCY INVOLVEMENT:

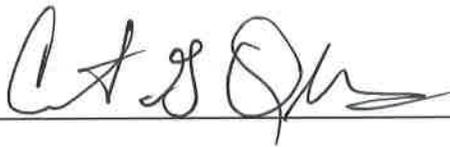
County Council and the Auditor's Office has reviewed and approved proposed Contract Amendment No. 3.

FINANCING:

No fiscal impacts.

<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: <input checked="" type="checkbox"/> Date <u>03/23/15</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>eps</u> Date <u>3/24/2015</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

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



Date: 3/29/15

AMENDMENT No. 4
to the
AGREEMENT BETWEEN THE COUNTY OF INYO AND
ISL Engineering, Inc.
FOR THE PROVISION OF PROFESSIONAL DESIGN SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and ISL Engineering, Inc. of Valley Springs, California (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of Professional Design Services dated August 6, 2013, on County of Inyo Standard Contract No. 156, for the term from August 6, 2013 to December 31, 2013.

WHEREAS, County and Consultant, did previously approve Amendment No. 1 to such agreement on December 17, 2013, which extended the end date of such agreement to May 5, 2014.

WHEREAS, County and Consultant, did previously approve Amendment No. 2 to such agreement on April 15, 2014, which extended the end date of such agreement to December 31, 2014.

WHEREAS, County and Consultant, did previously approve Amendment No. 3 to such agreement on December 2, 2014, which extended the end date of such agreement to April 30, 2015.

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

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

County and Consultant hereby amend such Agreement as follows:

1. Revise TERMS AND CONDITIONS - Item No. 2 "TERM" as follows:

"The term of this Agreement shall be from August 6, 2013 to December 31, 2015 unless sooner terminated as provided below."

The effective date of this Amendment No. 4 to the Agreement is April 7, 2015.

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

AMENDMENT No. 4
to the
AGREEMENT BETWEEN THE COUNTY OF INYO AND
ISL Engineering, Inc.
FOR THE PROVISION OF PROFESSIONAL DESIGN SERVICES

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

COUNTY OF INYO

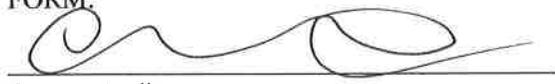
By: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING
FORM:


County Auditor

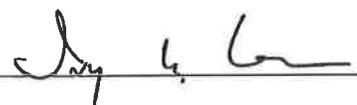
APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

CONSULTANT

By:  _____

Dated: March 17, 2015

Taxpayer's Identification Number:

46-0996148



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: Probation Department (Juvenile Institutions)

FOR THE BOARD MEETING OF: April 7, 2015

SUBJECT: Approval of contract to install items to upgrade security system at Juvenile Center

DEPARTMENTAL RECOMMENDATION: Request Board to:

- 1) declare American Security Group as a sole source provider;
- 2) approve the contract between the County of Inyo and American Security Group for the provision and installation of additional cameras and improvements to the access control system at the Juvenile Center in an amount not to exceed \$8,835.11, including change orders, for the period of April 8, 2015 through June 30, 2015;
- 3) authorize the Chairperson to sign; and,
- 4) authorize the Chief Probation Officer to sign the Certificate of Acceptance upon completion of the project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The Inyo County Juvenile Center (ICJC) was completed and opened in March 1995. ICJC is a 24 hour, seven (7) days a week, 365 days a year facility with a fence enclosing only a portion of the facility property. The facility provides shelter, food, clothing, education, training, and medical to detained juveniles.

The original camera/security system that was installed provided the minimum coverage for a detention center. The original system included three (3) analog black and white monitors and seven (7) analog cameras. In January 2013, your Board approved a contract with American Security Group to install a state of the art security system, which included the installation of sixteen (16) cameras; a V46 recording system [approximately six (6) months of recording]; network appliances and equipment; two (2) 32" monitors; and, an integrated card access control system to identify persons entering/exiting the facility.

At that time, the Probation Department anticipated future enhancements, including additional cameras and access control mechanisms that would be needed over the course of several years.

In 2014, with the Board's approval, American Security Group installed an additional four (4) digital cameras; expanded the (door) access control system on two (2) doors within the Center; and, added two (2) workstations to accommodate the expansion.

Additional cameras are needed to further enhance the security at the Juvenile Center. The proposal includes the installation of three (3) digital cameras. The proposal further includes a one (1) year software maintenance and upgrades plan and a one (1) year parts and labor warranty. American Security Group anticipates it will take approximately two (2) to three (3) weeks to order, receive and install the equipment.

We respectfully request that the Board declare American Security Group as a sole source provider for the upgrades to the existing security system. We will adhere with the County's purchasing policy as required. The sole source justification form is attached.

The Board approved FY14/15 Juvenile Institutions budget (023100) includes \$14,000 of YOBG grant monies budgeted in Revenue Code 4499 – State Other and in Expenditure Object Code 5650 - Equipment Fixed Assets - \$10,000 for various security system upgrades and \$4,000 for the building of a computer console/desk area. At mid-year, we requested that the \$14,000 be moved to Expenditure Object Code 5640 (Structures and

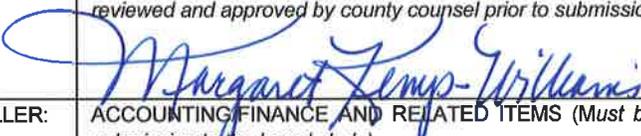
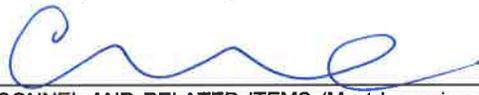
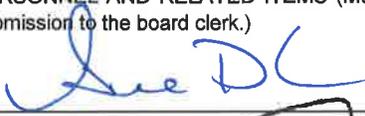
Improvements) as this is more of an appropriate fixed asset expenditure code. We will forgo building a computer console/desk area this fiscal year and will budget it for next fiscal year (FY15/16). YOBG grant monies are held in the Probation Officers Trust account and are transferred quarterly to the Juvenile Institutions budget as expended.

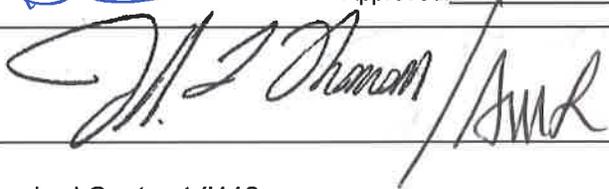
Lastly, we request that the Board approve the contract between the County of Inyo and American Security Group.

ALTERNATIVES: The Board could choose not to approve sole sourcing this contract to American Security Group and direct Staff to seek proposals from other companies; however, this is not recommended as American Security Group is the company that installed the new system in 2013, installed improvements in 2014, is currently maintaining the system, and is providing support to the Staff at the Center.

OTHER AGENCY INVOLVEMENT:

FINANCING: In the approved FY14/15 Juvenile Institutions budget (023100), \$10,000 of YOBG grant monies have been budgeted within State Other Revenue Object Code 4499 and in Structures and Improvements Fixed Assets Expenditure Object Code 5640 specifically for security systems upgrades. Said monies are in the Probation Officers Trust account and are transferred from the Trust into the Juvenile Institutions budget as expended on a quarterly basis.

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>03/27/2015</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>3/26/2015</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>Y</u> Date <u>3/27/15</u>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 3/30/15

Attachment: Portions of County of Inyo Standard Contract #116

Sole Source Justification Form

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

This is a sole source because:

- There is only one known source because: The system is proprietary.
- This is a sole provider of a licensed, copyrighted, or patented good or service.
- This is a sole provider of items compatible with existing equipment or systems.
- This is a sole provider of factory-authorized warranty service.
- This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County (Please detail in an attachment).
- The requested product is used or demonstration equipment available at a lower – than-new-cost.
- One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority's policies not in the best interest of the Authority (Please detail in an attachment).

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

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

Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label:
Description of Item or Service.
American Security Group installed the security surveillance system, which includes access door controls, in the Juvenile Center. This system is proprietary. Additional cameras and access door controls need to be added to the existing security system.

DEPARTMENT CONTACT PERSON & TITLE
 Jeffrey L. Thomson, Chief Probation Officer

DEPARTMENT NAME
 Probation – Juvenile Institutions

PHONE
 760-872-4111

REQUESTED SUPPLIER/CONSULTANT NAME
 American Security Group

SUPPLIER CONTACT PERSON
 Preston Gregory, Business Development Manager

SUPPLIER ADDRESS
 P. O. Box 48
 Vista, CA 92085-0048

SUPPLIER CONTACT'S PHONE NUMBER
 (760)727-4020 Office / (760)525-4899 Mobile

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



Signature of Requestor



Date

President/CEO Approval

Date

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND AMERICAN SECURITY GROUP
FOR THE PROVISION OF COMBINED SECURITY SYSTEM ADDITIONS SERVICES**

TERM:

FROM: 4/8/2015 **TO:** 6/30/2015

SCOPE OF WORK:

In summary, ASG will install the following additional items to the existing IP Video System and Access Control System (security system):

1. three (3) digital cameras

This project will include the following tasks for implementation:

1. Acceptance of Project Implementation
2. Order Equipment/Materials
3. Receive Equipment/Materials
4. In House Integration and Testing of Equipment
5. Shipping of Equipment/Materials to Job Site as Applicable
6. Installation of Infrastructure Materials
7. Installation of Equipment
8. Testing of Equipment/System Testing On Site

Change Orders

Any changes regarding installation, materials or scope of work that exceed the original project requirements will result in a change order that may have a cost and/or schedule change and said additional costs would be considered outside the contract limit and scope of work of this contract. In the event any unforeseen work is necessary that is discovered during implementation of this project, the additional work required will be discussed with the Inyo County Probation Department, specifically Deputy Chief Probation Officer Mark Olsen or his designee. If it is determined that additional work is required, in accordance with the Inyo County Purchasing and Contracting Policy and Procedures, the Probation Department will present those requested changes and any associated cost, if any, to the Board of Supervisors for their discussion and approval.

Completion and Acceptance of System

Upon completion of the installation, ASG will field test the equipment installed, hereinafter referred to as the "System" and validate that it is operational per the manufacturer's specifications. The System will be in operational mode after successful installation of the additional items to the System. At such time, Inyo County Probation Department will formally accept the additional items installed to the System by completion of a Certificate of Acceptance.

Warranty

ASG will provide a one (1) year parts and labor warranty for the repair/replacement of any parts or equipment as necessary.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND AMERICAN SECURITY GROUP
FOR THE PROVISION OF COMBINED SECURITY SYSTEM ADDITIONS SERVICES**

TERM:

FROM: 4/8/2015

TO: 6/30/2015

SCHEDULE OF FEES:

In an amount not to exceed eight thousand eight hundred thirty-five and 11/100 dollars (\$8,835.11).

Progress payments are as follows:

\$1,767.02 for materials and equipment due upon delivery of equipment and materials.

\$7,068.09 due upon the completion of installation by formally accepting by completing a Certificate of Acceptance.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
 Only:
AGENDA NUMBER
 14

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

FROM: Road Department

FOR THE BOARD MEETING OF: April 7, 2015

SUBJECT: Removal of Tree at 305 N. Jackson St. in Independence, CA .

DEPARTMENTAL RECOMMENDATIONS:

Request the Board A) Approve the removal of one (1) tree in the road right of way at 305 N. Jackson St. in Independence, CA. Tree removal and all costs are to be borne by the property owner, David Woodruff.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The Road Department has received a request to remove a tree in the road right of way at 305 N. Jackson St. in Independence, CA (Attachment A). The property owner, David Woodruff, is requesting permission to remove this tree as it appears to be diseased or dying. If permission to remove the tree is granted, Mr. Woodruff will apply for an encroachment permit for the purposes of having the tree removed by a local contractor.

ALTERNATIVES:

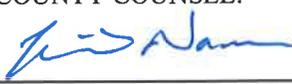
Not approve the request.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: <u>Yes</u> Date <u>3/27/15</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: <u>N/A</u> Date _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 3/31/15
 (Not to be signed until all approvals are received)

ATTACHMENT A

Dear Inyo County Public Works,

We are David & Gayle Woodruff. We live at 305 N Jackson St in Independence. We recently contacted a tree trimming service to inquire about getting some trees that are on our property and we believe on the County Easement (they are about 6 feet from the edge of the blacktop) trimmed back a little. We had a tree trimming contractor-Dimitir Barton come to give us a bid. We knew we had to get a county permit for trimming but wanted to find out how much the work would cost us before we proceeded.

The contractor looked at the trees and he pointed out one of them seemed to be diseased and/or dying. He noticed the bark was cracked open in one location and the roots on the east side of the trees were becoming exposed. He also pointed out some of the top branches were dead and not displaying any vegetation.

The contractor said it was his opinion the tree was a danger and could possibly fall over soon. We came by the Inyo County Public Works Department and were advised to write a letter of these facts and submit it with pictures to the Public Works Department.

So here is our letter. We request the help of Inyo County Public Works to determine what needs be done.

Thank you for letting us know what the next step we should take.

Sincerely,

David & Gayle Woodruff
(760) 920-8061
305 N Jackson St
PO Box 525
Independence, CA 93526



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

15

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

FROM: Thomas L. Hardy, Inyo County District Attorney

FOR THE BOARD MEETING OF: April 7, 2015

SUBJECT: Fiscal Year 2014/2015 Budget Amendment for the Victim Witness Assistance Program Grant.

DEPARTMENTAL RECOMMENDATION:

- A) Request Board Authorize the increase in estimated revenue in OES/VWAC Budget Number 620414 – State Grants (4498) in the amount of \$25,031 for a total grant amount of \$100,836.
- B) Authorize District Attorney to sign any necessary documentation to accept and utilize the grant & Augmentation of the Grant on behalf of the County.
- C) Amend the County's Fiscal Year 2014/2015 Budget by replacing the current Budget as follows:
- a. Increase estimated revenue in OES/VWAC Budget #620414 – State Grants (4498) in the amount of \$25,031 for a total grant amount of \$100,836.
 - b. Amend appropriations in OES/VWAC Budget #620414 in the amount of \$25,031 as follows: Decrease Salaried Employees (5001-5042) by \$9,283; Increase Other Benefits (5043) \$1,200; Increase Internal Charges (5121) \$16,879; Increase Internal Copy Charge (5129) \$500; Increase Employee Health (5260) \$505; Increase Professional & Special (5265) \$866; Increase General Operating Expense (5311) \$8,614; Increase Travel Expense (5331) \$4,500; Increase Motor pool (5333) \$1,250. (4/5's vote required)

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This is the (24th) twenty-fourth year we have applied for and been offered this grant. The original grant total was in the amount of \$75,311 then increased at mid-year budget for a total amount of \$75,805. This fiscal year the Governor's Office of Emergency Services (CalOES) has offered an Augmentation for an increase in funds for a total grant amount of \$100,836. With these additional funds we are able to fund the Victim Witness Assistant's Salary and Benefits at 100%, off-set the District Attorney's general fund with the Administrative Legal Secretary's (fiscal) Salary and Benefits at 15%, and the Office Assistant II's Salary and Benefits at 20% for the first quarter and 35% for the third and fourth quarters. These additional funds will also allow the Victim Witness Assistant to travel to presentations, trainings, meetings, court, etc. Further, the additional funds will help with the victim emergency fund; assist the District Attorney's general fund with office supplies, copy charges, postage, etc. Expenditures will not exceed expected Revenue.

Staff recommends the following appropriations for FY 2014/2015 as follows:

	Amended Budget Amount	New Budget Totals
Salaried Employees (5001-5042)	\$-9,283	\$53,005
Other Benefits (5043)	1,200	1,573
Education Reimbursement (5034)		350
Internal Charges (5121)	16,879	27,206
Cellular Telephones (5122)		185
Internal Copy Charges (5129)	500	500
Worker's Compensation (5152)		1061
Public Liability (5155)		587
Employee Health (5260)	505	1,005
Professional & Special (5265)	866	1,000
General Operating (5311)	8,614	8,614
Travel Expense (5331)	4,500	4,500
Motor Pool (5333)	1,250	1,250
Total	\$25,031	\$100,836

ALTERNATIVES:

If your Board chose not to accept the additional funding, the program would not be able to function at a high level and the General fund would not receive the benefit of savings.

OTHER AGENCY INVOLVEMENT:

Inyo Sheriff's Department, Inyo Child and Adult Protective Services, Inyo County Probation Department, Bishop Police Department, California Highway Patrol, and Wild Iris Women's Services.

FINANCING:

With the additional funds (Augmentation) the grant would increase to the total amount of \$100,836. Budget #620414. The County expends funds and then a claim is made for reimbursement quarterly.

<u>APPROVALS</u>	
COUNTY COUNSEL:	<p>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)</p> <p><i>Margaret Kemp-Williams</i> Approved: <input checked="" type="checkbox"/> Date <u>03/25/15</u></p>
AUDITOR/CONTROLLER:	<p>ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</p> <p><i>[Signature]</i> Approved: <u>yes</u> Date <u>3/26/15</u></p>
PERSONNEL DIRECTOR:	<p>PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</p> <p>Approved: _____ Date _____</p>

BUDGET OFFICER: [Signature] Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE: [Signature] Date: 3/27/15
 (Not to be signed until all approvals are received)



March 23, 2015

Thomas L. Hardy
Inyo County District Attorney
Inyo County
PO BOX Drawer D
Independence, CA 93526

RECEIVED
MAR 26 2015
Inyo District Attorney
Independence

Subject: **Approval of Subgrant Amendment #1**
Victim Witness Assistance Program
Award #: **VW14 23 0140**

Dear Mr. Hardy:

The California Governor's Office of Emergency Services (Cal OES) has received and approved the enclosed subgrant amendment request, for the subject grant.

All other agreements shall remain as previously agreed upon.

Please contact your Program Specialist if you have any questions about this amendment.

Cal OES GRANTS PROCESSING

Enclosure

c: Subgrantee file

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

WJ ed

GRANT AWARD AMENDMENT

Cal OES GRANT AWARD # **VW14230140**

Federal Grant # N/A FIPS# 027-00000 Amendment# 21
 Project # N/A DUNS# 010706687 Recipient Performance Period July 1, 2014 to June 30, 2015

This amendment is between the California Governor's Office of Emergency Services, hereafter called Cal OES, and the Grant Recipient: Inyo County

The Recipient agrees to the amendment of this Grant Award Agreement as specified below:

Grant Award Agreement VW 14230140 between the parties hereto is hereby amended to:

Increase the FY 14 VOCA funds by \$18,881 from \$31,546 to \$50,427.

Increase the FY 14 VWAO funds by \$6,644 from \$43,765 to \$50,409.
 THIS INCREASES THE TOTAL PROJECT COST FROM \$75,311 TO \$100,836.

All other provisions of this agreement shall remain as previously agreed upon.

RECEIVED
 FEB 27 2015
 BY 602847
 602765
 602174

Recipient (Certification and Signature of Authorized Agent)				
By (Authorized Signature)			Date	
<i>[Signature]</i>			2-24-15	
Printed Name			Title	
Thomas Hardy			District Attorney	
Address				
Post Office Drawer D Independence, CA 93526				
Governor's Office of Emergency Services (For Cal OES use only)				
By Director or Designee			Date	
<i>[Signature]</i>			2/17/15	
Printed Name			Title	
Rick Stolz				
Amount Encumbered by this Document	Program/Component	Match	Item	
85,525	40-20-451 / none / 40-20-101	20% MATCH based on TPC match met by VWA funds	0690-101-0890 0690-102-0425	
Prior Amount Encumbered	Fund Source	Chapter	Statute	Fiscal Year
75,311	Federal Trust / Victim Witness Assistance	25	2014-	2014-15
Total Amount Encumbered to Date	PCA #	Project #	CFDA #	
100,836	18204 / 14250	14VOCA / 14VWAO	16.575 / N/A	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.				
Signature of Cal OES Fiscal Officer			Date	
<i>[Signature]</i>			3/17/15	

ec

Cal OES Grant Award Modification

MAIL TO: California Governor's Office of Emergency Services
3650 Schriever Ave.
Mather, CA 95655

Check correct unit:

Criminal Justice DV, SA, VW & Children's

(Indicate unit on envelope)

1. Award # VW14 23 0140

2. Modification # 2

3. Recipient/Implementing Agency INYO COUNTY

4. Project Title: VICTIM WITNESS ASSISTANCE PROGRAM

5. Contact Person: THOMAS L. HARDY/HEIDI J. GARCIA Phone: (760) 878-0282 Ex: _____ Fax: (760) 878-2383

Email Address: thardy@inyocounty.us/hjgarcia@inyocounty.u 6. Grant Period: 07/01/2014 to 06/30/2015

7. Payment Mailing Address: Post Office Drawer D, Independence, California 93526 Check here if new.

8. Revision to Budget

Grant	Current Allocation (CA) Select Acronym from list	Grant Funds				Required Match				Total
		A. Personal Services	B. Operating Expenses	C. Equipment	Fund Total	A. Personal Services	B. Operating Expenses	C. Equipment	Match Total	
14	VWA0	\$43,765			\$43,765				\$0	\$43,765
14	VOCA	\$31,546			\$31,546				\$0	\$31,546
Yr	Fund				\$0				\$0	\$0
Yr	Fund				\$0				\$0	\$0
Proposed Change (PC) [add (+) or subtract (-) from budgeted amount]										
14	VWA0	\$5,644	\$1,000		\$6,644				\$0	\$6,644
14	VOCA	\$2,109	\$16,772		\$18,881				\$0	\$18,881
Yr	Fund				\$0				\$0	\$0
Yr	Fund				\$0				\$0	\$0
Revised Allocation (RA)										
14	VWA0	\$49,409	\$1,000	\$0	\$50,409	\$0	\$0	\$0	\$0	\$50,409
14	VOCA	\$33,655	\$16,772	\$0	\$50,427	\$0	\$0	\$0	\$0	\$50,427
Yr	Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Yr	Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Check when completed

9. Justification for Modification: (If necessary, continue the justification on page 3.)

Inyo County was advised of additional augmentation funding for our victims of crime program and urged to apply. Our current program was designed based on lower funding levels. This modification will allow Inyo County to increase services by providing additional funds for critical victim witness functions, including our fiscal team, ongoing contact with victims, emergency funding for transportation and victim expenses, and other services that we cannot currently provide.

10. Local Approvals

Thomas L. Hardy, District Attorney

Project Director (typed name)

Thomas L. Hardy
Project Director Signature

2-24-15
Date:

Amy Shepherd, Auditor

Financial Officer (typed name)

Amy Shepherd
Financial Officer Signature

2-24-15
Date:

Cal OES Approval Signatures

Program Specialist

Heidi J. Garcia
Grants Processing

3-10-15
Date:

Cal OES USE ONLY

3-2-15
Date:

Amy Shepherd
Supervisor

RECEIVED
FEB 27 2015
BY: 602842

BUDGET CATEGORY AND LINE ITEM DETAIL

Grant Recipient: INYO COUNTY				Grant Number: VW14 23 0140			
A. Personal Services – Salaries/Employee Benefits	14 VWAO (State)	14 VOCA	14 VWAO MATCH				COST
SALARIES:							\$0
Victim Witness Assistant (1st & 2nd quarter) \$3,265 x 6 months	\$8,631		\$10,959				\$19,590
Victim Witness Assistant (3rd & 4th quarters) \$2,947 x 6 months	\$17,682						\$17,682
Office Clerk 20% (1st quarter) \$3,175 x 3 months \$9,525 x 20%	\$1,905						\$1,905
Office Clerk 35% (3rd & 4th quarter) \$3,175 x 6 months \$19,050 x 35%	\$6,667						\$6,667
Administrative Secretary (Fiscal) \$5,340 x 12 months \$64,089 x 15%	\$1,917	\$7,695					\$9,612
BENEFITS:							\$0
Victim Witness Assistant (1st & 2nd quarter) PERS Retirement: \$4,066 FICA: \$1,188 Medicare: \$275 Medical, Dental, Vision: \$2,007 SDI: \$179 Bilingual Pay: \$1,126 Total: \$8,841		\$8,841					\$8,841
Victim Witness Assistant (3rd & 4th quarters) PERS Retirement: \$2,922 FICA: \$1,240 Medicare: \$290 Medical, Dental, Vision: \$2,333 SDI: \$186 Bilingual Pay: \$1,126 Total: \$8,097		\$8,097					\$8,097
Office Clerk (20% 1st quarter) (35% 3rd & 4th quarter) PERS Retirement: \$1,917 FICA: \$481 Medicare: \$113 Medical, Dental, Vision: \$1,566 SDI: \$677 Total: \$4,754		\$4,754					\$4,754
Administrative Secretary (Fiscal) 15% PERS Retirement: \$2,314 FICA: \$566 Medicare: \$133 Medical, Dental, Vision: \$1,165 SDI: \$90 Total: \$4,268		\$4,268					\$4,268
Public Liability Insurance			\$587				\$587
Worker's Compensation Insurance			\$1,061				\$1,061
Personal Section Totals	\$36,802	\$33,655	\$12,607	\$0	\$0	\$0	\$83,064
PERSONAL SECTION TOTAL							\$83,064

49,409

LEVS Budget Summary Report

VW14 Victim/Witness Assistance Program
 Inyo County
 Victim Witness Assistance

Award #: VW14 23 0140
 Award Period: 07/01/14 - 06/30/15
 Latest Request: December 2014, Not Final 201

A. Personal Services - Salaries/Employee Benefits

<u>F/S/L</u>	<u>Funding Source</u>	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
F	14VOCA	33,655	0	33,655	0	33,655
S	14VWVA0	49,409	33,165	16,244	0	16,244
Total A. Personal Services - Salaries/Employee Benefits:		83,064	33,165	49,899	0	49,899

B. Operating Expenses

<u>F/S/L</u>	<u>Funding Source</u>	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
F	14VOCA	16,772	0	16,772	0	16,772
S	14VWVA0	1,000	0	1,000	0	1,000
Total B. Operating Expenses:		17,772	0	17,772	0	17,772

C. Equipment

<u>F/S/L</u>	<u>Funding Source</u>	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
F	14VOCA	0	0	0	0	0
S	14VWVA0	0	0	0	0	0
Total C. Equipment:		0	0	0	0	0

	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
Total Local Match:	0	0	0	0	0
Total Funded:	100,836	33,165	67,671	0	67,671
Total Project Cost:	100,836	33,165	67,671	0	67,671

F/S/L (Funding Types): F=Federal, S=State, L=Local Match
 Paid/Expended=posted in ledger w/Claim Schedule, Pending=Processed, but not yet in Claim Schedule

EMERGENCY FUND PROCEDURES

COUNTY OF INYO

VW14 23 0140

RECIPIENT NAME

GRANT NUMBER

In order for a project to develop an emergency fund with grant funds, certain criteria must be maintained. "Emergency" is defined as any immediate financial intervention in response to a victim's basic needs such as: temporary emergency shelter, food, transportation, clothing, and medical care.

Due to the nature of these Emergency funds, they need to be easily accessible. Some safeguards are necessary and accountability of these funds be maintained. For effective management and audit purposes, the following procedures must be maintained:

1. The emergency fund and regular grant allocation must be kept in separate accounts.
2. Vouchers, receipts, and canceled checks must be maintained for audit purposes.
3. The authority to make payments from the emergency fund rests with the Chief Executive of the agency. Authority to draw on the emergency fund has been delegated by the Chief Executive to Heidi J. Garcia, Administrative Secretary.
Checks require a counter signature in order to be valid. Cal OES must be notified in writing of any changes in responsibility within ten days of the change.
4. If an imprest cash fund is used, the name, address and signature of the recipient will be maintained, as well as the date, amount and reason for the request.
5. Grant funds will not be commingled with other emergency monies.
6. As checks are drawn against the fund, a copy will be sent to the person in charge of the project's accounting.
7. This fund will be used only in the absence of another community resource, and only in the case of an emergency.
8. Verification of the crime, if applicable, will be made with local law enforcement. A copy of the crime report or verification slip will be kept on file.
9. Payments will be limited to payment for goods or services. A credit system, in lieu of cash payment, will be explored with local merchants. Direct cash allotments will be limited to no more than \$500 payable/Vendor individual. Victims are not eligible to draw on the emergency fund for more than (2) Two crime incidents per year.
10. Records will reflect whether the emergency money is considered a loan and full or partial repayment is expected, or whether the money is an outright gift. Any repayments will be considered project income and must be used to reimburse the emergency fund.

Budget Narrative

The increase in VOCA 14 funds will enable the Inyo County Victim/Witness program to provide additional hours for the office clerk who will enable the Victim/Witness assistant to provide more time in direct services to crime victims.

The office clerk will be able to direct clients to the assistant through scheduling and telephone contact by incoming calls. The additional funding increases overall salary costs approximately 7,700 which will enable the office to provide more services to crime victims.

The victim/witness assistant will be available to clients 100 per cent of her time should the client require immediate services. Client contact logs are continually updated for the documentation of services. Mandatory and optional services to clients will be provided for all crime types as determined through evaluation of each client's needs.

The additional funding will also enable the office to send the newly hired victim/witness assistant to mandatory trainings to help in providing services to Inyo County crime victims. Entry level and advanced advocate trainings will be scheduled.

The office also will initiate a Victim emergency fund including motel, clothing, travel, food, and emergency basic needs.

The VOCA 14 funding also enables the office to upgrade program brochures, resource guides in both English and Spanish and, business cards.

The office will also be able to obtain general office supplies including printer cartridges for the preparation of victim/witness documents needed in providing them direct services.

USER NAME

PASSWORD

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Entity Dashboard

[Entity Overview](#)

[Entity Record](#)

[Core Data](#)

[Assertions](#)

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[Reports](#)

[Service Contract Report](#)

[BioPreferred Report](#)

[Exclusions](#)

[Active Exclusions](#)

[Inactive Exclusions](#)

[Excluded Family Members](#)

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Inyo, County Of

DUNS: 010706687 CAGE Code: 34NX9

Status: Active

168 N. Edwards

Independence, CA, 93526-0613 ,

UNITED STATES

Expiration Date: 10/07/2015

Purpose of Registration: All Awards

Entity Overview

Entity Information

Name: Inyo, County Of
Business Type: US Local Government
POC Name: Kelley Williams
Registration Status: Active
Activation Date: 10/07/2014
Expiration Date: 10/07/2015

Exclusions

Active Exclusion Records? No





U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE FOR VICTIMS OF CRIME

SUBGRANT AWARD REPORT

The purpose of this report is to collect basic information on subgrant recipients and their programs in a manner that is convenient to report and analyze. This report must be completed in full and submitted by the State agency (grantee) within ninety (90) days from the date of the award of a subgrant to a local victim assistance program. A Subgrant Award report must be completed for each program receiving Victims Crime Act funding. Send the original and one (1) copy to: Office for Victims of Crime, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

1.a. SUBGRANTEE AGENCY NAME AND ADDRESS (including Zip Code):

Inyo County District Attorney's Office
PO Brawer D
Independence, CA 93526
TELEPHONE NUMBER AND AREA CODE: 760-873-6669

c. CONGRESSIONAL DISTRICT(S) 25

2. FEDERAL GRANT NUMBER: 2014 VA-GX- 0063 (Revised)

3. PURPOSE OF VOCA SUBGRANT AWARD: (check one)

- a. START UP A NEW VICTIM SERVICES PROJECT
- b. CONTINUE A VOCA FUNDED VICTIM PROJECT FUNDED IN A PREVIOUS YEAR.
- c. EXPAND OR ENHANCE AN EXISTING PROJECT NOT FUNDED BY VOCA IN THE PREVIOUS YEAR.
- d. START UP A NEW NATIVE AMERICAN VICTIM SERVICES PROJECT
- e. EXPAND OR ENHANCE AN EXISTING NATIVE AMERICAN PROJECT.

4. a. CRIME VICTIM ASSISTANCE FUNDS AWARDED: \$ 50,427

b. STATE AWARD NUMBER: VW 14230140

c. PROJECT BEGIN DATE: July 1, 2014

d. PROJECT END DATE: June 30, 2015

5. SUBGRANT MATCH (Financial support from other sources):

a. VALUE OF IN-KIND MATCH: \$

b. CASH MATCH: \$12,607

c. TOTAL MATCH: \$12,607

6. THESE VOCA FUNDS WILL PRIMARILY BE USED TO: (check one)

- a. EXPANDED SERVICES INTO A NEW GEOGRAPHIC AREA
- b. OFFER NEW TYPES OF SERVICES
- c. SERVE ADDITIONAL VICTIM POPULATIONS
- d. CONTINUE EXISTING SERVICES TO CRIME VICTIMS

7. FOR THIS VICTIM SERVICES PROGRAM INDICATE:

- a. NUMBER OF PAID STAFF # (Full-time equivalents) 2
- b. HAS THE VICTIM SERVICES PROGRAM RECEIVED A VOLUNTEER WAIVER?
 - 1. Yes No
- 2. IF NO, INDICATE THE NUMBER OF VOLUNTEER STAFF (2) (Full-time equivalents)

8. IDENTIFY ANY OR ALL OF THE VOCA GRANT THAT WILL BE USED TO MEET THE PRIORITY AND UNDERSERVED REQUIREMENTS

a. CHILD ABUSE	\$ 4,266
b. DOMESTIC VIOLENCE	\$ 8,200
c. SEXUAL ASSAULT	\$ 84
d. UNDERSERVED	
1. DUI/DWI CRASHES	\$ 251
2. SURVIVORS OF HOMICIDE VICTIMS	\$ 669
3. ASSAULT	\$ 7,357
4. ADULT MOLESTED AS CHILDREN	\$ 84
5. ELDER ABUSE	\$ 0
6. ROBBERY	\$ 82
7. OTHER VIOLENT CRIMES	\$ 29,434

9. TYPE OF IMPLEMENTING AGENCY (Check the appropriate boxes)

- a. CRIMINAL JUSTICE – GOVERNMENT:
 - 1. LAW ENFORCEMENT
 - 2. PROSECUTION
 - 3. PROBATION
 - 4. COURT
 - 5. CORRECTIONS
 - 6. OTHER
- b. NONCRIMINAL JUSTICE – GOVERNMENT:
 - 1. SOCIAL SERVICES
 - 2. MENTAL HEALTH
 - 3. PUBLIC HOUSING
 - 4. HOSPITAL
 - 5. OTHER
- c. PRIVATE NONPROFIT:
 - 1. HOUSING
 - 2. RAPE CRISIS
 - 3. RELIGIOUS ORAGNIZATION
 - 4. SHELTER
 - 5. MENTAL HEALTH AGENCY
 - 6. OTHER
- d. NATIVE AMERICAN TRIBE OR ORGANIZATION:
 - 1. ON RESERVATION
 - 2. OFF RESERVATION
- e. OTHER:

10. PLEASE PROVIDE THE TOTAL AMOUNTS OF FUNDING ALLOCATED TO VICTIM SERVICES BASED ON THE SUBGRANTEES CURRENT FISCAL YEAR BUDGET

FUNDING SOURCES	CURRENT YEAR
a. FEDERAL (excluding VOCA)	
b. VOCA FUNDS	\$50,427
c. STATE	\$37,802
d. LOCAL	
e. OTHER (match)	\$12,607

11. IDENTIFY THE VICTIM(S) TO BE SERVED THROUGH THIS VOCA-FUNDED PROJECT (VOCA grant plus Match) BY CHECKING THE TYPE OF CRIME(S):

a. <input checked="" type="checkbox"/>	CHILD PHYSICAL ABUSE	g. <input checked="" type="checkbox"/>	ADULTS MOLESTED AS CHILDREN
b. <input checked="" type="checkbox"/>	CHILD SEXUAL ABUSE	h. <input checked="" type="checkbox"/>	SURVIVORS OF HOMICIDE VICTIMS
c. <input checked="" type="checkbox"/>	DUI/DWI CRASHES	i. <input checked="" type="checkbox"/>	ROBBERY
d. <input checked="" type="checkbox"/>	DOMESTIC VIOLENCE	j. <input checked="" type="checkbox"/>	ASSAULT
e. <input checked="" type="checkbox"/>	ADULT SEXUAL ASSAULT	k. <input checked="" type="checkbox"/>	OTHER VIOLENT CRIMES
f. <input checked="" type="checkbox"/>	ELDER ABUSE	l. <input type="checkbox"/>	OTHER

12. CHECK THE SERVICES TO BE PROVIDED BY THIS VOCA-FUNDED PROJECT (VOCA grant plus Match)

a. <input checked="" type="checkbox"/>	CRISIS COUNSELING	h. <input checked="" type="checkbox"/>	CRIMINAL JUSTICE SUPPORT/ADVOCACY
b. <input checked="" type="checkbox"/>	FOLLOWUP CONTACT	i. <input checked="" type="checkbox"/>	EMERGENCY FINANCIAL ASSISTANCE
c. <input checked="" type="checkbox"/>	THERAPY	j. <input type="checkbox"/>	EMERGENCY LEGAL ADVOCACY
d. <input type="checkbox"/>	GROUP TREATMENT	k. <input checked="" type="checkbox"/>	ASSISTANCE IN FILING COMPENSATION CLAIMS
e. <input type="checkbox"/>	CRISIS HOTLINE COUNSELING	l. <input checked="" type="checkbox"/>	PERSONAL ADVOCACY
f. <input type="checkbox"/>	SHELTER/SAFE HOUSE	m. <input checked="" type="checkbox"/>	TELEPHONE CONTACTS (information and referral)
g. <input checked="" type="checkbox"/>	INFORMATION AND REFERRAL (in-person)	n. <input type="checkbox"/>	OTHER



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

16

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

FROM: Probation Department – Juvenile Institutions

FOR THE BOARD MEETING OF: April 7, 2015

SUBJECT: Department of Juvenile Justice and Sentencing of Juvenile

DEPARTMENTAL RECOMMENDATION: Request:

- 1) approval of payment in the amount of \$2,000 a month, a maximum of \$24,000 a year, to the State of California Department of Corrections and Rehabilitation / Department of Juvenile Justice for the incarceration of an Inyo County Juvenile, for approximately five (5) years starting in mid-March 2015; and,
- 2) authorize payment via a contract payment sheet in lieu of Staff requesting a monthly purchase order, contingent upon the adoption of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: Inyo County Superior Court has sentenced an Inyo County Juvenile to serve time/incarceration for approximately five (5) years at a Department of Corrections and Rehabilitation (CDCR) - Division of Juvenile Justice (DJJ) facility. On February 27, 2015, DJJ accepted the Juvenile. Juvenile Center Staff transported the Juvenile to DJJ on Monday, March 16, 2015.

Unlike the State of California paying for Adults sentenced to prison, the cost to house the Juvenile is the responsibility of the County from which the Juvenile came. In years past, CDCR used to operate under a contract with the County; however, several years ago, they stopped issuing contracts. As a result, there will be no contract between CDCR and Inyo County.

CDCR will bill Inyo County Probation Department directly. The cost to house the Juvenile is approximately \$2,000 a month; we will be billed monthly, with our first invoice for the month of March 2015 sent out in mid-April; and, the maximum amount invoiced yearly is \$24,000. This fiscal year, at mid-year, Probation adjusted the Juvenile Institutions Budget 023100 by increasing expenditures in Support and Care of Persons Expenditure Object Code 5501 by \$10,000 to cover the estimated cost (February through June 2015); and, by decreasing salaries and benefits expenditure category accordingly. Overall, this resulted in no increase in net county cost. The appropriate amount of \$24,000 for upcoming fiscal years will be budgeted.

Due to the facts that Superior Court has ordered incarceration of an Inyo County Juvenile; that Inyo County is responsible for paying for the costs associated with incarceration; and, that there is no contract with CDCR, the Probation Department respectfully requests that the Board memorialize through a Board Order that the cost of \$2,000 per month, maximum of \$24,000 a

year, for approximately five (5) years, be paid to CDCR. In addition, the Probation Department respectfully requests that the Board authorize payment via a contract payment sheet in lieu of Staff requesting a monthly purchase order.

ALTERNATIVES: There are no alternatives. Superior Court has ordered the incarceration and Inyo County has no say in the matter as to the cost, location, or time period.

OTHER AGENCY INVOLVEMENT:

FINANCING: For this fiscal year, \$10,000 of general fund monies will be used to pay for the cost, budgeted in the Juvenile Institutions Budget 023100, expenditure object code 5501, Support and Care of Persons.

<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: <input checked="" type="checkbox"/> Date <u>03/18/15</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>03/11/2015</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received)  Date: 3/15/15



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
17

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

FROM: Mark Olsen, Deputy Chief Probation Officer

FOR THE BOARD MEETING OF: April 7, 2015

SUBJECT: Replacement Hiring of Two (2) Full time Group Counselor I Positions – Juvenile Center

DEPARTMENTAL RECOMMENDATION:

Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for two (2) positions of Group Counselor I, full-time as certified by the Chief Probation Officer and concurred with by the County Administrator and Auditor-Controller; B) where the positions may possibly be filled by internal candidates, who meet the qualifications for the position of Group Counselor, through a closed County-wide recruitment; and, C) approve the hiring of two (2) full time Group Counselor I at Range 62 (\$3,495 - \$4,249).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Two (2) full time Group Counselor positions recently became available at the Juvenile Center due to an internal promotion and a resignation. The Juvenile Center is a 24 hour/7 days a week facility housing male and female juveniles.

A Group Counselor works under the direction of and in cooperation with the Supervising Counselor. In summary, the Group Counselor: supervises and directs the conduct of juvenile detainees, receives and releases juveniles and their personal property; conducts intake process on all juvenile detainees, including pictures and fingerprints; visually and physically inspects juveniles in custody, their property, and their quarters for contraband; reports on group and individual attitudes and behavior; conducts group and individual counseling sessions; enforces discipline and maintains security; checks building and nearby grounds; supervises juvenile inmates in performance of routine custodial work; processes juvenile offenders for release from or transfer to detention facilities; maintains extensive inmate records; prepares written reports; and other related duties as assigned.

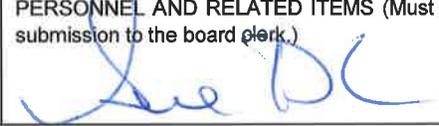
ALTERNATIVES:

The Board could direct the Probation Department to continue without filling the vacant positions; however, this would place hardship on the other Juvenile Center Staff members.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING:

Both positions are authorized and budgeted positions in the Probation – Juvenile Institutions Budget 023100.

<u>APPROVALS</u>	
COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>2/23/15</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>2/20/15</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date:

2/26/15



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
18

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: April 7, 2015

SUBJECT: Request to hire a full-time Health and Human Services Specialist II or III at our Tecopa Health and Human Services office.

DEPARTMENTAL RECOMMENDATION:

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

1. The availability of funding for the position of Health and Human Services Specialist (HHS Specialist)II or III exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
2. Find that consistent with the adopted Authorized Position Review Policy:
 - a. the availability of funding for the position of HHH Specialist II or III exists in the Social Services, CBCAP, Mental Health, SUD, ICGOLD and ESAAA budgets as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
 - b. where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and
 - c. approve the hiring of one Health and Human Services Specialist at either a level II, Range 53 (\$2,892- \$3,517) or level III, Range 57 (\$3,169 - \$3,850).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Department recently received a letter of resignation from our HHS Specialist at our Tecopa HHS office effective May 7, 2015. This position provides a wide variety of supportive services to our southeast Inyo communities, including, but not limited to assistance in accessing social service programs, delivery of home delivered meals, provision of congregate meals, transportation of clients, prevention outreach and general office administration. This is one of two HHS positions that provide services to this very isolated area of our county, ensuring that residents of all ages have adequate and timely access to HHS program services.

This position has historically been hired at an HHS II level, however, the Department, through its work with the California Personnel System – Merit Systems aligned the position with the Social Services Aide, a Merit classification, in order to allow for employees who are governed by both the State and County personnel systems access to the III and IV levels of the career ladder. Hiring this position at a level III will provide the Department with the ability to more fully meet the needs of this community as the position would be able to provide some entry level case management services and provide support to programs such as Child Protective Services, Adult Protective Services and In Home Supportive Services (IHSS), who regularly have clients receiving services in this area. While this position would not replace the need for a social worker response, it would provide some support in the provision

of case management services to the families and elderly individuals receiving services. Additionally, this position would be able to assist in the reassessment of services for non-complex IHSS cases, which would reduce the staff and travel costs associated with a social worker or nurse conducting the reassessment.

The Department is respectfully requesting your Board's authorization to recruit and hire a Health and Human Services Specialist III. However, given the difficulty HHS has experienced in recruiting these types of positions in the past, the Department is respectfully requesting to recruit at both the HHS Specialist II and III ranges in order to ensure adequate staffing at this office. In the event the position is filled at the level II, the hope would be that the person would have the opportunity to develop the experience necessary to meet the level III qualifications in the future. The Department is also respectfully requesting authorization to conduct the recruitment as an open recruitment given the location of the position.

ALTERNATIVES:

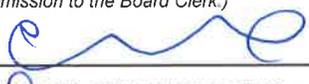
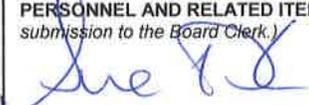
Your Board could choose not to authorize the hiring of the HHS Specialist position. This would severely impact the division's ability to provide the level of service offered in our Tecopa office and could result in the reduction of hours or the closure during absences by the remaining employee.

OTHER AGENCY INVOLVEMENT:

Law enforcement, probation, mental health, Social Services, IMACA, Wild Iris, Inyo County Library, Southeast Fire District.

FINANCING:

State and Federal funding, along with Social Services Realignment funds. This position is budgeted in Social Services (055800); ICGOLD (056100); ESAAA (683000); Mental Health (045200); SUD (045315); and CBCAP (642514) in the salaries and benefits object codes. No County General Funds.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> Date: <u>3/24/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: <u>✓</u> Date: <u>3/23/15</u>
BUDGET OFFICER:	BUDGET AND RELATED ITEMS <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 3-25-15



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: HEALTH & HUMAN SERVICES - Public Health Division

FOR THE BOARD MEETING OF: April 7, 2015

SUBJECT: Request approval and ratification of the Memorandum of Understanding with Blue Cross of California Partnership Plan for compliance with Medi-Cal Managed Care

DEPARTMENTAL RECOMMENDATION:

Request that Board approve and ratify the Memorandum of Understanding (MOU) with Blue Cross of California Partnership Plan (BCCPP), effective January 1, 2015, defining responsibilities between HHS' Public Health services and the Medi-Cal Managed Care entity known as BCCPP; and authorize the HHS Director to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Medi-Cal Managed Care in California was expanded within the last year to include the remaining rural counties in the State. Inyo County now has two Managed Care entities for Medi-Cal: Blue Cross of California Partnership Plan and California Health and Wellness. Essentially, this MOU defines and differentiates the responsibilities for HHS' Public Health services and this Managed Care entity. Board previously approved a similar MOU with the California Health and Wellness.

ALTERNATIVES:

This MOU is necessary to clarify roles and responsibilities for billing purposes. Failure to approve the MOU keeps Inyo non-compliant with State direction, and lends to confusion for our local Medi-Cal beneficiaries.

OTHER AGENCY INVOLVEMENT:

California Department of Health Care Services

FINANCING:

There is no funding involved in this MOU.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i>  Approved: <u>Yes</u> Date: <u>3/17/2015</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 3-19-15

**LOCAL HEALTH DEPARTMENT
MEDI-CAL MANAGED CARE SERVICES AGREEMENT**

This Agreement is entered into at Camarillo, Ventura County, California, effective this 1st day of January, 2015, by and between Blue Cross of California Partnership Plan, Inc. ("BCCPP") and Inyo County Health and Human Services Department, a Local Health Department ("LHD").

RECITALS

- A. BCCPP is a California corporation licensed by the California Department of Managed Health Care to operate a health care service plan pursuant to the Knox-Keene Act of 1975 and the Rules of the California Department of Managed Health Care promulgated thereunder (California Health & Safety Code, Sections 1340 to 1399.64 and Title 28 California Code of Regulations, Sections 1300.43 to 1300.99, collectively, the "Knox-Keene Act"), including without limitation to issue benefit agreements covering the provision of health care services and to enter into agreements with entities such as LHD.
- B. BCCPP has a contract(s) with the California Department of Health Care Services (DHCS) to provide Medi-Cal benefits to eligible persons through BCCPP's Medi-Cal Managed Care Program ("MCMCP"). As a Medi-Cal managed care contractor, BCCPP is required to contract with LHD to make available certain public health services to Members.
- C. LHD is organized and operating under the laws of the State of California and possesses any and all licenses and/or governmental approvals required in order for it to provide the public health services required by this Agreement and is qualified to provide such services.

AGREEMENT

I. Relationship Between BCCPP and LHD

- 1.1 The parties have complementary objectives to protect and promote the health of the general population. In order to accomplish their respective responsibilities hereunder, the parties will develop the necessary methods for collaboration, cooperation and communication. The joint activities of BCCPP and LHD will include cooperatively resolving case management issues and sharing of appropriate information on a timely basis.
- 1.2 BCCPP and LHD are independent entities. Nothing in this Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.
- 1.3 BCCPP and LHD agree that LHD shall maintain a provider/patient relationship with each Member that LHD treats. LHD shall be responsible solely to that Member for the provision of Services.

- 1.4 Nothing in this Agreement is intended to be construed, or be deemed to create any rights or remedies in any third party, including but not limited to a Member or a participating MCMCP Program provider other than LHD.
- 1.5 LHD hereby acknowledges its understanding that this Agreement constitutes a contract between LHD and BCCPP as an independent corporation, operating under a license with the Blue Cross and Blue Shield Association, an Association of independent Blue Cross and Blue Shield Plans (the "ASSOCIATION"), permitting BCCPP to use the Blue Cross service mark in the State of California and that BCCPP is not contracting as the agent of the Association. LHD further acknowledges and agrees that LHD has not entered into this Agreement based upon representations by any person other than BCCPP and that no person, entity, or organizations other than BCCPP shall be held accountable or liable to LHD for any of BCCPP's obligations to LHD created under this Agreement. This section shall not create any additional obligations whatsoever on the part of BCCPP, other than those obligations created under other provisions of this Agreement.

II. LHD Services and Responsibilities

- 2.1 Public Health Services. LHD will use best efforts to provide the public health services (the "Services") specified below to eligible Medi-Cal members assigned to BCCPP (the "Members"). The responsibilities of LHD and BCCPP with regard to these Services are further specified in Applicable MOUs.

- 2.1.1 Family Planning Services
- 2.1.2 Sexually Transmitted Disease (STD) Services.
- 2.1.3 Confidential HIV Testing.
- 2.1.4 Immunizations.
- 2.1.5 California Children's Services (CCS).
- 2.1.6 Maternal and Child Health (MCH).
- 2.1.7 Child Health and Disability Prevention (CHDP) Program.
- 2.1.8 Tuberculosis Direct Observed Therapy (DOT).
- 2.1.9 Women, Infants, Children (WIC) Food Supplement Program.

- 2.2 LHD Core Functions. It is the expectation of the DHCS and the parties that LHD will maintain its traditional core functions. The purpose of this section is to describe the functions of LHD. The core functions are as follows:

- 2.2.1 Health Data Collection and Analysis. This includes the traditional vital statistics, community health assessment, and disease surveillance, case finding and reporting functions of LHD. Additionally, in order to best assess the quality of health in its jurisdiction, local assessment activities will include the systematic analysis, from an epidemiologic perspective, of clinical outcomes and utilization data which may be obtained, by request, from the State.
- 2.2.2 Environmental Protection. Intentionally omitted.
- 2.2.3 Investigation and Control of Adverse Public Health Conditions. This includes areas such as: population-based chronic disease prevention; injury/violence prevention and control; disease outbreak management; prevention and management of adverse

outcomes in maternal and child health; prevention of disability; and control of other threats to individual health status.

- 2.2.4 Public Information and Education Programs. These are programs to reduce risks to health such as: tobacco, alcohol abuse, sexually transmitted diseases, poor diet, physical inactivity and low immunization levels and to promote healthy lifestyles and beneficial health behaviors such as prenatal care, from an individual as well as public policy level.
- 2.2.5 Public Health Laboratory Services. These include disease screening, environmental toxicology, diagnosis of infectious diseases, and monitoring of the safety of water and food supplies.
- 2.2.6 Leadership, Policy Development and Administration. These include assessment, setting of public health standards and policies, and coalition building.
- 2.2.7 LHD will:
 - a. Facilitate necessary referrals. LHD will provide BCCPP with current information on local agencies and organizations, their services and programs for low-income persons, and eligibility requirements (e.g., information and resources booklet).
 - b. Establish a system for coordinating care with BCCPP. Prior to the provision of services, LHD will contact BCCPP to obtain medical information to avoid duplication. LHD will provide BCCPP with the medical records sufficient to meet its case management responsibilities.
 - c. Educate BCCPP Members on managed care and promoting follow-up through their prepaid health plan.
 - d. Make good faith efforts to establish billing and record management systems with BCCPP.
- 2.3 LHD agrees to maintain and make available to the DHCS, upon request, copies of all subcontracts and to ensure that all subcontracts are in writing and require the subcontractor to comply with the requirements of Section 7.2 herein.
- 2.4 LHD shall meet all the applicable requirements of Chapters 3 and 4 of Subdivision 1, Division 3, of Title 22, California Code of Regulations, related to the services LHD is required to perform.
- 2.5 LHD agrees to cooperate with BCCPP in the preparation of all reports required by the DHCS, Department of Health and Human Services (DHHS) and the Department of Managed Health Care (DMHC) necessary to comply with the MCMCP Program requirements.
- 2.6 LHD agrees to participate in the Utilization Management (UM) provided in Article VI, and with such amendments as LHD may be notified of, and to abide by decisions

resulting from that review subject to rights of consideration, review and arbitration provided in Section 6.3.

- 2.7 LHD agrees to cooperate with BCCPP's administration of its internal quality of care review and grievance resolution procedures.

III. BCCPP's Responsibilities Regarding Public Health.

- 3.1 BCCPP will seek to:

- 3.1.1 Ensure the planned provision of preventive, primary care and early interventions.
- 3.1.2 Ensure organized and comprehensive managed care systems that eliminate fragmentation in case management and health care delivery and that improve quality of care.
- 3.1.3 Refer plan beneficiaries, in compliance with state and federal law and otherwise when appropriate, to local agencies and organizations providing services and programs for low-income persons.
- 3.1.4 Comply with all State and local requirements for reporting diseases and conditions.
- 3.1.5 Disseminate to its provider network the information provided by LHD regarding local community resources.

- 3.2 BCCPP agrees to pay LHD compensation pursuant to the provisions of Article IV.

IV. Compensation and Billing

- 4.1 LHD shall seek payment only from BCCPP for the provision of Services except as provided in Section 4.2. The payment from BCCPP shall be limited to the rates referred to in Section 4.7.
- 4.2 Except as permitted under Section 4.3, LHD may also seek payment for the provision of Services from other sources only as available pursuant to the coordination of benefits provisions of the applicable MCMCP Benefit Agreement and Section 4.4.
- 4.3 LHD agrees that the only charges for which a Member may be liable and be billed by LHD shall be for Services not covered by the applicable MCMCP Benefit Agreement and as provided in Section 4.8.
- 4.4 In a case in which BCCPP, under the applicable MCMCP Benefit Agreement, is primary under applicable coordination of benefit rules provided in Title 10 of the California Code of Regulations Section 1300.67.13, BCCPP shall pay the amounts due under this Agreement. In a case in which BCCPP, under the applicable MCMCP Benefit Agreement, is other than primary under the coordination of benefit rules referred to

above, BCCPP shall pay the lesser of the amounts which when added to the amounts received by LHD from other sources, pursuant to the applicable coordination of benefits rules, equals one hundred percent (100%) of the amount required by this Agreement in Section 4.7.

- 4.5 LHD shall bill BCCPP within ninety (90) days of providing the Services. LHD shall bill on forms and in a manner acceptable to BCCPP. LHD shall furnish, on request, all information reasonably required by BCCPP to verify and substantiate the provision of Services and the charges for such Services. BCCPP reserves the right to review all statements submitted by LHD when necessary.
- 4.6 BCCPP shall pay LHD within thirty (30) Working Days of receipt of statements which are accurate, complete and otherwise in accordance with Section 4.5, unless the claim, or portion thereof, is contested by BCCPP, in which case LHD shall be notified in writing within thirty (30) Working Days. The term "contested" in this paragraph has the same meaning as in the California Health and Safety Code, Section 1371.
- 4.7 LHD agrees to accept the fee schedule as provided in Exhibit A, attached to and made part of this Agreement, or LHD's covered billed charges, whichever is less, as payment in full for all Services provided to Members. Such payment shall be for Services provided on or after the effective date of this Agreement. If LHD receives any additional surcharge from a Member, BCCPP shall require that LHD promptly refund the amount thereof to the Member. LHD agrees to hold harmless the state of California and Members in the event BCCPP cannot or will not pay for Services provided by LHD.
- 4.8 LHD shall not charge Members for Services denied as not being Medically Necessary under Article V, unless LHD has obtained a written waiver from that Member or an individual legally responsible for Member. The waiver, except in Emergency situations, must be obtained in advance of rendering Services and shall specify those Services which BCCPP has denied as not being Medically Necessary and shall clearly state that the Member, or individual legally responsible for the Member, shall be responsible for payment of Services denied by BCCPP.
- 4.9 Any amount paid by BCCPP to LHD under this Agreement determined subsequently by BCCPP to have been an overpayment will be considered indebtedness of LHD to BCCPP. BCCPP shall have a first lien in the amount of such indebtedness and may, at its sole option, recover such indebtedness by: (i) deducting from and setting off any amount or amounts due and payable from BCCPP to LHD at any time under this Agreement or any other agreement between BCCPP and LHD, or for any reason, an amount or amounts equal to such indebtedness of LHD; and/or (ii) requesting a refund from LHD.
- 4.10 LHD agrees that Members shall not be subject to discrimination regardless of race, creed, color, religion, physical/mental handicap, sexual orientation, marital status or national origin/ancestry.
- 4.11 LHD shall designate on Exhibit D (attached and incorporated herein by reference) the linguistic services to be provided to Members and the names of the individuals who will provide such services.

V. Local Health Department Services Which May be Transferred to BCCPP

5.1 LHD has acknowledged expertise and experience in AIDS early intervention clinics, public health nursing, TB control, etc. In order to provide such services, BCCPP may contract with LHD or another qualified provider outside the plan, or choose to provide these services with its own personnel. Whichever option is selected, the parties acknowledge that DHCS quality standards will be met as demonstrated through audits and other evaluation procedures.

VI. UTILIZATION MANAGEMENT (UM)

6.1 BCCPP may establish a UM program which shall seek to assure that Services provided to Members are or were Medically Necessary. The UM shall follow the procedures described on Exhibit B, attached to and made part of this Agreement. BCCPP may change UM procedures by delivering amendments to, or a replacement for, Exhibit B at least thirty (30) days prior to implementation.

6.2 UM for Services may include, but is not limited to, the following:

- (1) "Pre-service review" to determine whether Services are Medically Necessary; and
- (2) "Concurrent review" to determine whether continuing Services are Medically Necessary; and
- (3) "Retrospective review" to determine whether Services were Medically Necessary; and
- (4) "Case Management" to determine, in conjunction with the attending physician or participating medical group, appropriate alternative treatment plans.

6.3 LHD may appeal a UM decision. The appeal shall be commenced by requesting reconsideration by the organization or entity making the initial decision. If LHD is not satisfied with that result, a review by BCCPP shall be requested. If LHD continues not to be satisfied, LHD's remedy shall be arbitration as provided in Exhibit C, attached to and made part of this Agreement.

VII. Records Maintenance, Availability, Inspection and Audit

7.1 LHD shall prepare and maintain all appropriate records on Members receiving Services from LHD. The records shall be maintained in accordance with applicable general standards, prudent record-keeping procedures and as required by law.

7.2 BCCPP, the DHCS, DHHS, DMHC and the Department of Justice ("DOJ") shall have access (which includes inspection, examination and copying) at reasonable times upon demand to the books, records and papers of LHD at LHD's office or such other mutually agreeable location in California relating to the Services LHD provides to Members, to the cost thereof, and to payments LHD receives from Members or others on their behalf. LHD shall maintain such records and provide such information to BCCPP, the DHCS,

DHHS, DMHC and the DOJ as may be necessary for BCCPP' compliance with the requirements of this Agreement and the Knox-Keene Act. LHD shall maintain such records in accordance with applicable general standards for at least five (5) years from the close of the DHCS' fiscal year in which this Agreement is in effect, and such obligations shall not be terminated upon a termination of this Agreement, whether by rescission or otherwise.

- 7.3 Ownership and access to records of Members shall be controlled by applicable law.
- 7.4 All records must be maintained in a system that permits prompt retrieval of information. Medical records are to be legible, documented accurately in a timely manner and readily accessible.

VIII. Liability, Indemnity and Insurance

- 8.1 Neither BCCPP nor LHD nor any of their respective agents or employees shall be liable to third parties for any act or omission of the other party.
- 8.2 LHD, at its sole expense, agrees to maintain adequate insurance for professional liability and comprehensive general liability.
- 8.3 Upon request by BCCPP, LHD shall provide BCCPP with copies of insurance policies required under Section 8.2.
- 8.4 LHD agrees to notify BCCPP no less than thirty (30) days prior to the termination, cancellation, or lapse of all or any portion of LHD's insurance coverage.
- 8.5 BCCPP shall hold harmless, defend and indemnify LHD and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with BCCPP's negligent performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the LHD.
- 8.6 LHD shall hold harmless, defend and indemnify BCCPP and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with LHD's negligent performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the BCCPP.

IX. Marketing, Advertising and Publicity

- 9.1 BCCPP shall have the right to use the name of LHD for purposes of informing Members, prospective Members, and Participating MCMCP Program Providers of the identity of Participating MCMCP Program Providers.

- 9.2 Except as provided in Section 9.1, BCCPP and LHD each reserve the right to and the control of the use of its name and all symbols, trademarks or service marks presently existing or later established. In addition, except as provided in Section 9.1, neither BCCPP nor LHD shall use the other party's name, symbols, trademarks or service marks in advertising or promotional materials or otherwise without the prior written consent of that party and shall cease any such usage immediately upon written notice of the party or on termination of this Agreement, whichever is sooner.

X. Dispute Resolution

- 10.1 BCCPP and LHD agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement.
- 10.2 In the event that any problem or dispute concerning the terms of this Agreement, other than a UM decision as provided for in Article VI, is not satisfactorily resolved, BCCPP and LHD agree to arbitrate such problem or dispute. Such arbitration shall be initiated by either party making a written demand for arbitration on the other party. The arbitration will be conducted under the Commercial Rules of the Judicial Arbitration and Mediation Services (JAMS), unless otherwise mutually agreed in writing by BCCPP and LHD. LHD and BCCPP agree that the arbitration results shall be binding on both parties in any subsequent litigation or other dispute. The initiation of the arbitration by written demand must be made within two (2) years of the date upon which the problem or dispute arose. The cost of any arbitration proceeding(s) hereunder shall be born equally by the parties and each party shall be responsible for its own attorneys' fees and such other costs and expenses incurred related to the proceedings unless otherwise determined by the arbitrator.

XI Term and Termination

- 11.1 When executed by both parties, this Agreement shall become effective as of the date noted on page one and shall continue in effect until terminated pursuant to this Agreement. Notwithstanding the aforementioned, this Agreement shall only become effective upon approval by the DHCS in writing or by operation of law where the State has acknowledged receipt of the proposed Agreement and has failed to approve or disapprove the proposed Agreement within sixty (60) calendar days of receipt. The parties agree the DHCS shall be notified in accordance with Section 11.4 herein in the event this Agreement is terminated.
- 11.2 Either party may terminate this Agreement, by giving at least one hundred twenty (120) days prior written notice. Nothing contained herein shall be construed to limit either party's lawful remedies in the event of a material breach of this Agreement.
- 11.3 After the effective date of termination, this Agreement shall remain in effect for the resolution of all matters subject to this Agreement but unresolved at that date.
- 11.4 In the event this Agreement is terminated, LHD agrees to assist BCCPP in the transfer of Member medical care including making available to the DHCS and BCCPP copies of medical records, patient files, and any other pertinent information held by LHD

necessary for efficient case management of Members, as determined by the Director of the DHCS. The parties acknowledge that the cost of reproduction required by this provision will not be billed to Members, but will be borne by the DHCS.

XII. Definitions

- 12.1 "Affiliate(s)" means a corporation or other organization owned or controlled, either directly or through parent or subsidiary corporations, by BCCPP, or under common control with BCCPP.
- 12.2 "Benefit Agreement(s)" means the written agreement entered into by BCCPP and individuals or entities under which BCCPP provides, indemnifies, or administers health care benefits to persons enrolled in the MCMCP Program. When such written agreement is between an individual or entity and an Affiliate, LHD shall owe the obligations of this Agreement to such Affiliate and look to such Affiliate for the performance of obligations owed to LHD under this Agreement.
- 12.3 "Coordination of Benefits" means the method of determining primary responsibility for payment of covered services under the terms of the applicable MCMCP Benefit Agreement or insurance policy, and applicable law and regulations, when more than one payor may have liability for payment for services received by Member.
- 12.4 "Emergency" means a sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity (including without limitation sudden and unexpected severe pain) that the patient may reasonably believe that the absence of immediate medical attention could reasonably result in any of the following:
- (1) Placing the patient's health in jeopardy,
 - (2) Serious impairment to bodily functions,
 - (3) Other serious medical consequences, or
 - (4) Serious and/or permanent dysfunction of any bodily organ or part.
- 12.5 "Medically Necessary" means procedures, supplies, equipment or services that BCCPP determines to be:
- (1) Appropriate for the symptoms, diagnosis or treatment of the medical condition; and
 - (2) Provided for the diagnosis or direct care and treatment of the medical condition; and
 - (3) Within standards of good medical practice within the organized medical community; and
 - (4) Not primarily for the convenience of the Member's PHYSICIAN or another provider; and
 - (5) The most appropriate procedures, supplies, equipment or service which can safely be provided. The most appropriate procedures, supplies, equipment or service must satisfy the following criteria: (i) there must be valid scientific evidence demonstrating that the expected health benefits from the procedure, supply, equipment or service are clinically significant and produce a greater

likelihood of benefit, without a disproportionately greater risk of harm or complications, for the Member with the particular medical condition being treated than other alternatives; and (ii) generally accepted forms of treatment that are less invasive have been tried and found to be ineffective or are otherwise unsuitable; and (iii) for hospital stays acute care as an inpatient is necessary due to the kind of services the Member is receiving or the severity of the medical condition, and safe and adequate care cannot be received as an outpatient or in a less intensified medical setting

- 12.6 "Medical Services" means those services provided by a Participating MCMCP Program Provider and covered by the MCMCP Program Benefit Agreement.
- 12.7 "Member(s)" means "Eligible Beneficiaries", as defined in the contract between BCCPP and the DHCS, who have enrolled in the Medi-Cal Managed Care Program.
- 12.8 "Participating MCMCP Program Provider" means a hospital, other health facility, physician or other health professional which has entered into an agreement with BCCPP to provide health care services for prospectively determined rates.
- 12.9 "Supplies" means those supplies provided by a Participating MCMCP Program Provider and covered by the MCMCP Program Benefit Agreement.
- 12.10 "Utilization Management" means a function performed by BCCPP, or other entity acting on behalf of BCCPP that has been approved by the DMHC, to review and determine whether Medical Services or Supplies provided, or to be provided, are Medically Necessary.

XIII. General Provisions

- 13.1 Assignment. No assignment of the rights, duties or obligations of this Agreement shall be made by LHD or BCCPP without the express written approval of a duly authorized representative LHD or BCCPP. Any attempted assignment in violation of this provision shall be void as to BCCPP. Notwithstanding the aforementioned, LHD agrees that any assignment or delegation of this Agreement shall be void unless prior approval is obtained from the DHCS.
- 13.2 Subcontracting. Except as otherwise specified herein, LHD shall not subcontract any obligation set forth herein, without the prior written consent of BCCPP.
- 13.3 Waiver of Breach. Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

13.4 Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered to the party to whom notice is to be given either (i) by personal delivery (notice shall be deemed given on the date of delivery), (ii) by United Parcel Post (UPS) or other next day delivery service (notice shall be deemed given on the date of actual receipt), (iii) by first-class mail, postage prepaid certified or registered return receipt requested (notice shall be deemed given on the date of actual delivery) and (iv) by cablegram or telegram with confirmation of transmission (notice shall be deemed given on the date on the confirmation) and (v) facsimile transmission with confirmation (notice shall be deemed given on the date on the confirmation).

If to BCCPP: 5151A Camino Ruiz
Camarillo, CA 95814
Attn: Director, Compliance

With copy to: Legal Department
State Sponsored Business Counsel
21555 Oxnard Street
Woodland Hills, CA 91367

If to LHD: Jean Turner, Director
Inyo County Health and Human Services
163 May Street
Bishop, CA 93514

If to the DHCS: 1501 Capitol Avenue
Sacramento, CA 95814
Attn: Contract Manager for BCCPP of California

13.5 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable by a valid act of Congress, or of the California Legislature, or by any regulation duly promulgated by the Officers of the United States or of the State of California acting in accordance with law, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

13.6 Entire Agreement. This Agreement, together with its Exhibits, contains the entire Agreement between BCCPP and LHD relating to the rights granted, and the obligations assumed, by the parties concerning the provision of Hospital Services to Members. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

13.7 Disclosure. If applicable, LHD agrees to furnish BCCPP with the names of its officers, owners, stockholders owning more than ten percent (10%) of its stock and major creditors holding more than five percent (5%) of the debt of LHD; this information shall become public record on file with the DHCS.

13.8 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California and all other laws, regulations and contractual obligations of BCCPP. Without limiting the foregoing, BCCPP is subject to the requirements of the

Knox-Keene Act and any provision required to be in this Agreement thereunder shall bind BCCPP and LHD, whether or not expressly provided in this Agreement.

- 13.9 Amendment. This Agreement or any article or section of it may be amended at any time during the term of the Agreement by mutual written consent of duly authorized representatives of the parties. An amendment to this Agreement shall be submitted to the DHCS for prior approval at least thirty (30) days before the effective date of any proposed changes governing compensation, services, or term. Proposed changes which are neither approved nor disapproved by the DHCS shall become effective by operation of law thirty (30) days after the DHCS has acknowledged receipt or upon the date specified in the amendment, whichever is later.
- 13.10 DHCS Approval. The parties acknowledge that this Agreement must be approved by the Department's Medi-Cal Managed Care Division on joint recommendation from the Divisions of Prevention Services and Primary Care and Family Health prior to BCCPP commencing operations. This Agreement shall only become effective as to Members under the MCMCP Program upon approval by the DHCS in writing or by operation of law. The parties agree the DHCS shall be notified in the event this Agreement is terminated.

BLUE CROSS OF CALIFORNIA
PARTNERSHIP PLAN, INC.

INYO COUNTY HEALTH AND
HUMAN SERVICES DEPARTMENT

Signature

Signature

Name

Jean Turner
Name

Title

Health & Human Services Director/Health Executive
Title

Date

Date

EXHIBIT A

COMPENSATION RATES

LHD agrees that it shall accept, pursuant to Article IV, the lesser of LHD's usual or customary rate or Anthem Blue Cross Proprietary Medi-Cal-rate on file.

EXHIBIT B

UM PROCEDURES

I. INTRODUCTION

- A. BCCPP has established a UM program to conduct UM as provided in Article VI. BCCPP and/or any and all Review Organizations with which BCCPP may contract shall establish and maintain review procedures and screening criteria which take into account locally acceptable standards for quality medical care.
- B. The UM process has two primary objectives:
 - (1) To assure that LHD services provided to Members are Medically Necessary; and
 - (2) To assure that LHD services meet locally developed community standards for quality care and are provided at the appropriate level of care.
- C. BCCPP shall accept approval decisions made by an outside Review Organization, designated by BCCPP, regarding Medical Necessity as binding on BCCPP. Denial decisions shall be subject to the appeal procedures provided in Exhibit C.

II. DEFINITIONS

The following definitions are in addition to any definitions in Article II of this Agreement:

- A. "Certification Letter" means a document on which is stated BCCPP determinations regarding UM pursuant to this Agreement.
- B. "Norms" means numerical or statistical measures of observed performance of health care services derived from aggregated information related to the health care services provided to a statistically significant number of persons, as developed by the Review Organization.
- C. "Physician Advisor" means a validly licensed physician who is employed by or on contract to BCCPP to carry out UM.
- D. "Review Coordinator" means a professionally qualified person who is competent to conduct initial review, data analysis and other functions involved in the UM performed pursuant to this Agreement.
- E. "Review Organization" means an entity which provides the UM services described in this Agreement. It applies to the BCCPP Managed Care Services Department, as well as to other entities who may perform review activities on behalf of BCCPP.
- F. "Screening Criteria" means those written guidelines adopted by BCCPP pursuant to this Exhibit C.

- G. "Working Day" means any day, Monday through Friday, excluding legal holidays.

III. RESPONSIBILITIES OF BCCPP

- A. BCCPP shall develop, update and maintain Screening Criteria.
- (1) Screening Criteria shall be developed for the purpose of making an initial determination of whether Services are Medically Necessary.
 - (2) Screening Criteria shall be based on professional expertise, current professional literature, and cumulative information on health care services provided within the community to a statistically significant number of persons.
 - (3) Screening Criteria shall be developed to enable the Review Coordinator to select for review by the Physician Advisor only those cases which appear outside locally accepted professional Norms.
- B. BCCPP shall utilize professionally qualified review personnel to perform the duties of Review Coordinators. Such Review Coordinators shall have authority to use the Screening Criteria to provide approval for Services. A Review Coordinator shall have no authority to deny Services.
- C. BCCPP may deny Services, but only by a Physician Advisor, after a review by the Physician Advisor of information contained in the Member's medical record and after consultation with the Attending Physician. If the Attending Physician is unavailable for consultation with the Physician Advisor and available information is insufficient for approval of the Services, the Physician Advisor shall deny the commencement or continuation of services subject to reconsideration and other appeal as provided in Article VI and Exhibit C of this Agreement.
- D. When preservice review is performed, BCCPP shall respond to requests by providing a determination by telephone within three (3) Working Days of such requests. A certification number shall be given to the Attending Physician and to LHD from whom the patient is scheduled to receive the Services.
- E. BCCPP shall provide written notification on a Certification Letter of approved requests for preservice review within three (3) Working Days of the request. Such notification shall be mailed to the Attending Physician, LHD, and the Member.
- F. BCCPP shall respond to requests for reconsideration of denied preservice requests pursuant to Section 6.3, by making a redetermination and communicating the results to the Attending Physician and LHD by telephone and in writing within three (3) Working Days of the request.
- G. BCCPP may conduct continuing review of Services.
- H. BCCPP shall use the Screening Criteria to establish review dates for Services. Review dates shall be noted. If the Member continues to receive Services, an

additional concurrent review may be conducted on or before the noted review date, a redetermination made and, if appropriate, a new review date established pursuant to this section. This process shall continue until either the Member is discharged or the Physician Advisor determines that, based on available information from the Member's medical record and the Attending Physician, continued Services are not approved as Medically Necessary.

- I. If the Physician Advisor determines, on the basis of available information obtained from the Member's medical records and the Attending Physician, that continued Services are not approved, BCCPP shall notify LHD, the Attending Physician and the Member or the Member's authorized representative, in writing, on the Certification Letter, within three (3) Working Days. Such notification shall include an explanation of the procedure for requesting reconsideration.
- J. If reconsideration of a denied continuation of Services is requested, BCCPP shall reconsider the decision and communicate it to LHD by telephone and to LHD, the Attending Physician and the Member, in writing, within three (3) Working Days of the request if the Member is still receiving services. Otherwise, BCCPP shall notify LHD, the Attending Physician and the Member of the reconsideration decision, in writing, on the Certification Letter, within twenty (20) Working Days of the request. Further appeal shall be conducted, if requested, according to the appeal procedures provided in Exhibit D.
- K. In making any determination regarding whether LHD's commencement or continuation of Services is Medically Necessary, BCCPP shall consider all relevant information. BCCPP shall thoroughly document its actions and the rationale for its determinations.

IV. RESPONSIBILITIES OF LHD AND/OR ATTENDING PHYSICIAN

- A. LHD and/or Attending Physician shall request a preservice review from BCCPP at least three (3) Working Days prior to scheduled Services to avoid retrospective denial of payment for such Services provided to Member. This may be done by phoning the Managed Care Services Department at (800) 274-7767. Preservice review will be done in accordance with Section III. D. of this Exhibit C.
- B. LHD and/or Attending Physician shall provide the following information to BCCPP at the time of the request for preauthorization:
 - (1) Patient's name and Member certificate number;
 - (2) Patient's age and sex;
 - (3) Patient's diagnosis;
 - (4) Attending Physician's name and telephone number;
 - (5) Description of services; e.g., drug name, dosage, frequency, duration and treatment course;
 - (6) Planned date(s) of service;
 - (7) Name and telephone number of planned LHD; and
 - (8) Other information requested by BCCPP.

V. REFERRAL CARE

- A. Scheduled referral to providers of Services who are not Participating Providers:
- (1) Preservice review should be requested for any scheduled referral for Services to providers who are not Participating Providers if the Member is to receive maximum benefits available under the Member's Benefit Certificate.
 - (2) Preservice review for referral care shall be requested by the Attending Physician and/or LHD. When preservice review is performed, BCCPP shall determine whether the services are Medically Necessary and if they could be provided by a Participating Provider of Services. BCCPP shall not authorize commencement of Services or continued Services from a provider of Services which is not a Participating Provider which could be provided by a Participating Provider in a manner consistent with the needs of the Members.
 - (3) BCCPP shall provide notification of the determination regarding referral care by telephone and in writing on the Certification Letter within three (3) Working Days of the request.
- B. Emergency Services and continuing provision of Services from a provider which is not a Participating Provider may be reviewed by BCCPP to determine if the Services are Medically Necessary and whether the services should be commenced by a Participating Provider in order to provide maximum benefits available under the Member's Benefit Agreement.

VI. OTHER PROCEDURES AND INFORMATION

- A. UM and Payment of Claims:
- (1) When applicable, the certification number shall be written on the claim form or a copy of the Certification Letter shall be attached to the claim form when the claim is submitted to BCCPP for payment. Claim forms without the Certification number or letter may be returned to LHD.
 - (2) The UM decision made by BCCPP is solely for determining whether Services are Medically Necessary and/or can be safely provided in the home. Claim processing and payment determination shall be the sole responsibility of BCCPP.

EXHIBIT C

ARBITRATION FOR UM

The initial decision regarding whether Services are Medically Necessary shall be made pursuant to Section 6.1. LHD may appeal such a decision pursuant to the terms of Section 6.3. Arbitration under that section shall follow the procedures below.

- A. LHD agrees to submit any dispute concerning a UM decision, unresolved by reconsideration or review pursuant to the terms of Section 6.3, to binding arbitration. The arbitration shall be commenced by LHD by making written demand on BCCPP. The scope of that arbitration shall be limited to a determination of whether, or to what extent, benefits specified in the applicable MCMCP Program Benefit Agreement were Medically Necessary or otherwise payable for the claim or claims in dispute.

- B. The arbitration shall be conducted under the Commercial Rules of the Judicial Arbitration and Mediation Services (JAMS), unless otherwise mutually agreed in writing by BCCPP and LHD. LHD and BCCPP agree that the arbitration findings shall be binding upon any subsequent litigation.

EXHIBIT D

LINGUISTIC SERVICES

(LHD shall designate the linguistic services to be provided to Members and the names of the individuals who will provide such services according to Section 4.11 of this contract.)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

20

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

FROM: Public Works

FOR THE BOARD MEETING OF: April 7, 2015

SUBJECT: Independence American Legion Hall Re-roofing Project

DEPARTMENTAL RECOMMENDATION:

Request Board A) approve the plans and specifications for the Independence American Legion Hall Re-roofing Project; B) authorize the Public Works Director to advertise and bid the Project; C) authorize the Public Works Director to award the project if bids received are within the project budget and sign all contract documents, contingent upon the appropriate signatures being obtained; and D) authorize the Public Works Director to sign all other contract documents, including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Your Board recently approved the 2014-15 Deferred Maintenance Budget, which included funding for re-roofing of the American Legion Hall in Independence. \$65,000 was identified in the Department requested and CAO recommended 2014-15 Budget for the roofing work. This work was originally identified in the 2014-15 Board adopted Deferred Maintenance Project list. The roof on the Independence American Legion Hall has had significant leakage and is beyond repair. The existing shingle roof also contains asbestos materials which will need to be abated during construction. Re-roofing is the only option, considering the roof is more than 50 years old and the existing roofing is leaking and hazardous.

If approved, this project will include the removal of the existing roofing system, asbestos abatement, and installation of a new roofing roof system similar in appearance to that which currently exists on the building. This type of roofing system will eliminate leakage and asbestos materials while providing a substantial serviceability lifetime of at least 30 years.

ALTERNATIVES:

Not approve the plans, specifications, and advertisement of the project. This is not recommended as the roof is currently leaking and needs replacement

OTHER AGENCY INVOLVEMENT:

The Public Works Department for the development of the plans and specifications.
County Counsel for review of the bid package, contracts and this agenda item
Planning Department for Plan review and Building Permits.
Auditor for the payment of all invoices.

FINANCING:

The funds for this project will be provided through the County's Deferred Maintenance Budget, Object Code 5191 Maintenance of Structures.

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>3/24/15</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: <u>yes</u> Date <u>3/24/15</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

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

Date: 3/25/15



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

21

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: **April 7, 2015**

SUBJECT: Request to fill (1) one Correctional Officer position.

DEPARTMENTAL RECOMMENDATION:

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

- 1) The availability of funding for these requested positions comes from the General Fund, as certified by the Sheriff, and concurred by the County Administrator and the Auditor-Controller; and
- 2) Where internal candidates may meet the qualifications for the positions and the positions could possibly be filled by an internal recruitment, but an open recruitment is more appropriate to ensure the positions are filled with the most qualified applicants; and
- 3) Approve the hiring for (1) Correctional Officer position (Range 64 \$3,735-\$4,539)

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Department recently had a Correctional Officer separate from our Department. The Sheriff's Office has a recently established tested for this position. The hiring of this Correctional Officer position will fall within the Sheriff's current authorized strength.

ALTERNATIVES:

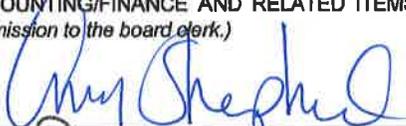
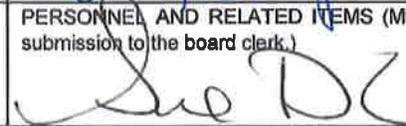
Deny the hiring of (1) one Correctional Officer position.

OTHER AGENCY INVOLVEMENT:

Personnel Department
Auditor's office

FINANCING:

The Correctional Officer position is currently budgeted in the Board approved 2014-2015 Jail General budget 022900.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) 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: <input checked="" type="checkbox"/> Date 4/1/15
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: <input checked="" type="checkbox"/> Date 4/1/15

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 4/1/15



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only
AGENDA NUMBER
22

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: April 7, 2015

SUBJECT: Request to fill vacant Sergeant, Investigator, Corporal and Deputy positions.

DEPARTMENTAL RECOMMENDATION:

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

- 1) The availability of funding for the requested positions comes from the General Fund, as certified by the Sheriff and concurred by the County Administrator and the Auditor-Controller; and
- 2) Where internal candidates meet the qualifications for the positions, the vacancies could be filled through internal recruitments; and
- 3) Approve the hiring of (1) Sergeant position (Range 74 SB-SD \$5,268-\$6,897), depending on qualifications, and
- 4) Approve the hiring of (1) Investigator position t (Range 71 SB-SD \$5,039-\$6,595), depending upon qualifications, and
- 5) Approve the hiring of (1) Corporal position (Range 70SB-SC \$4,784-\$6,262), depending upon qualifications.
- 6) Approve the hiring of (1) Deputy Sheriff position (Range 67SA-SC \$4,107 – \$5,510) through an open recruitment and authorize up to the D step for a qualified lateral applicant.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Due to the recent internal promotion of a Sergeant to the rank of Lieutenant (approved by the Board on January 6, 2015), the Sheriff's Office has established internal promotional lists for Sergeant, Investigator and Corporal. With the vacated Sergeant's position, additional vacancies are anticipated for Investigator and Corporal and one Deputy. The hiring/promotion of the vacated positions will fall within the Sheriff's Office current authorized strength. The Sergeant and Corporal positions are front line supervisors who supervise approximately 10 to 12 employees, including Deputies, Investigators, Correctional staff and miscellaneous employees along with providing training and insuring that department policies are adhered to. The Investigator position is a highly trained position and is assigned primarily Felony Cases to investigate and follow-up and then submit to the District Attorney. This case load is continuing to increase and includes all major crimes including property crimes, assaults, crimes against persons, child abuse and neglect cases and sexual assault cases. They are also assigned "special" cases at the direction of the Sheriff or Undersheriff.

ALTERNATIVES:

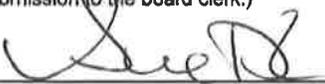
Deny the internal promotions.

OTHER AGENCY INVOLVEMENT:

Personnel
Auditor's office

FINANCING:

The Sergeant, Investigator and Corporal positions are budgeted in the FY 2014/2015 Sheriff Safety budget, 022710, object code, 5001-Salaried Employees.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>4/1/15</u> Date <u>3/11/15</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>4/1/15</u>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 4-1-15



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

23

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

FROM: COUNTY ADMINISTRATOR

FOR THE BOARD MEETING OF: May 5, 2015

SUBJECT: Amendment to California Home Finance Authority (CHF) Joint Powers Agreement

DEPARTMENTAL RECOMMENDATION: Request Board consider a request from RCRC to approve a resolution titled "A Resolution of the Board of Supervisors, County of Inyo, State of California, Approving the Proposed Revisions to the California Home Finance Authority (Formal Name Change to Golden State Finance Authority Pending) Joint Powers Agreement."

SUMMARY DISCUSSION: The County of Inyo, through its membership in Rural County Representatives of California (RCRC), is a member of the California Home Finance Authority (CHF) which is a Joint Powers Authority that provides rural communities with mortgage financing alternatives. On March 18, 2015 the Board of Directors of the Golden State Finance Authority (GSFA) (formerly known as CHF) voted unanimously to approve proposed revisions to the JPA Agreement. The JPA Agreement was last amended and restated December 10, 2014. Following approval by the GSFA Board, the next step is for the revised Agreement to be provided to each Member County for review and approval by Member County Board of Supervisors.

ALTERNATIVES: Staff awaits your Board's direction regarding this item.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: There is no financial impact to adopting this resolution or the changes. Every two years the County of Inyo allocates its per capita portion of the private activity bonds to the CHF, now Golden State Finance Authority, and your Board allocated the funding for the next two years on August 12, 2014.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)</i>  Approved: <input checked="" type="checkbox"/> Date <u>03/31/15</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: _____

RESOLUTION _____

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO,
STATE OF CALIFORNIA, APPROVING PROPOSED REVISIONS TO THE
CALIFORNIA HOME FINANCE AUTHORITY (FORMAL NAME CHANGE TO
GOLDEN STATE FINANCE AUTHORITY PENDING) JOINT POWERS AGREEMENT**

WHEREAS, on March 18, 2015, the Board of Directors of California Home Finance Authority (pending formal name change to Golden State Finance Authority (GSFA)), a Joint Powers Authority of which Inyo County is a member, voted unanimously to approve proposed revisions to the Joint Powers Authority (JPA) Agreement, to formally change the name, modify the size of the Executive Committee and other matters; and

WHEREAS, the revisions to the JPA Agreement have been provided to each Member County for review and approval; and

WHEREAS, the members of the Board of Supervisors of the County of Inyo have each been provided with a copy of the revisions to the JPA Agreement for review;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF Inyo, as follows:

1. The Board of Supervisors hereby approves the revisions to the JPA Agreement, in substantially the form attached hereto as ATTACHMENT 1 and incorporated herein by reference.

2. The Board of Supervisors authorizes and directs the Clerk of the Board of Supervisors to transmit a copy of this Resolution to the Executive Director of CHF.

PASSED AND ADOPTED this ___ day of _____ 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson, Inyo County Board of Supervisor

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

by

Patricia Gunsolley, Assistant

GOLDEN STATE FINANCE AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated _____)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act")). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. On December 10, 2014, the name of the authority was changed to California Home Finance Authority. The most recent amendment to the Joint Exercise of Powers Agreement was on December 10, 2014..

B. WHEREAS, the Members of California Home Finance Authority desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the nine-member Executive Committee.

"Authority" means Golden State Finance Authority (GSFA) formerly known as California Home Finance Authority ("CHF"), or CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or "RCRC" means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting in financing as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a

public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act.

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever

- located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish other committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

- a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.
- b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.
- c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.
- d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.
- e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

- a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.
- b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.
- c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. Composition

The Authority shall appoint no fewer than nine (9) and no more than eleven (11) members of its Board to serve on an Executive Committee. The Chair and Vice Chair of the Authority shall serve on the Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive; Operation in Jurisdiction of Member

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue

other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by

the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. **Withdrawal of Member or Associate Member**

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

20. **Miscellaneous**

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be

rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1998
Amended and restated December 10, 1998
Amended and restated February 18, 1999
Amended and restated September 18, 2002
Amended and restated January 28, 2004
Amended and restated December 10, 2014
Amended and restated _____

[SIGNATURES ON FOLLOWING PAGES]

COUNTY OF INYO

By: _____

Dated: _____

Name:

Title:

Attest:

Clerk of the Board of Supervisors

PLEASE SEND TO:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814]

**ATTACHMENT 1
GOLDEN STATE FINANCE AUTHORITY MEMBERS**

As of December 10, 2014

Alpine County
Amador County
Butte County
Calaveras County
Colusa County
Del Norte County
El Dorado County
Glenn County
Humboldt County
Imperial County
Inyo County
Lake County
Lassen County
Madera County
Mariposa County
Mendocino County
Merced County
Modoc County
Mono County
Napa County
Nevada County
Placer County
Plumas County
San Benito County
Shasta County
Sierra County
Siskiyou County
Sutter County
Tehama County
Trinity County
Tuolumne County
Yolo County
Yuba County



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

24

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF April 7, 2015

SUBJECT: Continuation of declaration of local emergency

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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

 _____ Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 25

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF April 7, 2015

SUBJECT: Continuation of declaration of local emergency

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

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

DEPARTMENT HEAD SIGNATURE:

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

26

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF April 7, 2015

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Canyon Crusher Emergency, that resulted in flooding in the portions of Inyo County during the month of August, 2013.

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 27

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF April 7, 2015

SUBJECT: Continuation of proclamation of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that exist in the County.

SUMMARY DISCUSSION: - During your January 28, 2014 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Land of EVEN Less Water Emergency, that is a result of severe and extreme drought conditions that exist in the County. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the resolution be considered on a by-weekly basis.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

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

DEPARTMENT HEAD SIGNATURE:

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

28

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

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

FOR THE BOARD MEETING OF: April 7, 2015

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval of the minutes of the Board of Supervisors Board Meeting of March 17, 2015.

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

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

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Schedule time for 1:30 p.m.
 Closed Session
 Informational

For Clerk's Use Only:
AGENDA NUMBER <i>29</i>

FROM: Public Works Department

FOR THE BOARD MEETING OF: April 7, 2015

SUBJECT: Ordinance to Protect Property from Motorized Vehicle Use

DEPARTMENTAL RECOMMENDATIONS:

Request Board:

- A. Conduct a Public Hearing for the consideration of an Ordinance titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, adding Chapter 9.56 to Title 9 section VI, Offenses Against Property, of the Inyo County Code to Prohibit Operators of Off-Highway Vehicles and Other Motorized Vehicles From Damaging Property."
- B. Waive the first reading of the above referenced Ordinance and schedule the enactment for 1:30 p.m., Tuesday April 21, 2015 in the Board of Supervisors Room at the County Administrative Center, in Independence.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The attached ordinance if adopted by the Board of Supervisors, will provide additional enforcement tools to assist in preventing damage to property, cultural resources, and natural resources located on private property, Los Angeles-owned property or other property throughout the County arising from excursions by motorized vehicles off the highways and/or allowed routes. The proposed ordinance applies to any motorized vehicle: car, motorcycle, OHV that leaves a highway or allowed route to enter and damage private property, cultural resources, and natural resources thereon. Although the proposed ordinance was prompted by Assembly Bill 628, it has been expanded in scope to enable the Sheriff and other law enforcement bodies to address damage caused by all motorized vehicles on private property as specified therein.

Inyo County Assembly Bill 628 Implementing Procedures

Section 24 of the Inyo County Assembly Bill 628 Implementing Procedures states

The County shall consider the passage of an ordinance that will make it a misdemeanor offense if operators of OHV's cause damage to land, livestock, ranching and farming operations, wildlife, wildlife habitat or vegetative resources.

County staff is bringing forward this Ordinance for the Board's consideration prior to the opening of any of the combined-use routes approved by the Board on January 22, 2015 to comply with this procedural requirement.

General Plan Consistency

The proposed ordinance is consistent with the Inyo County General Plan. Relevant language in the General Plan includes the following language:

- Enhance opportunities for OHVs.¹
- Encourage the appropriate expansion of new recreational opportunities on federal lands.²
- Promote the acquisition of additional OHV access routes, including support of programs such as the Adventure Trails Program.³
- Encourage public agencies to develop new tourist-serving facilities or otherwise enhance their capacity to serve visitors on the public lands they manage.⁴
- Protect, maintain, and enhance watersheds within Inyo County.⁵
- Important riparian areas and wetlands, as identified by the County, shall be preserved and protected for biological resource value.
- Preserve and protect key resources that have contributed to the social, political, and economic history and prehistory of the area, unless overriding circumstances are warranted.
- Encourage the continued management of existing recreational areas and open space, and appropriate expansion of new recreational opportunities on federal, state, and LADWP lands.

ALTERNATIVES:

1. Do not approve the ordinance.
2. Provide specific direction to staff to modify the language in the proposed resolution.
3. Provide specific direction to staff to provide additional information.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The enforcement of the Ordinance will be the responsibility of the Inyo County Sheriff's Department.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) <i>Margaret Kemp-Williams</i> Approved: _____ ✓ Date <u>03/11/15</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:

(Not to be signed until all approvals are received)

[Signature] Date: 3/11/15

Attachments: 1) Draft Ordinance and 2) Inyo County AB 628 Implementing Procedures

¹ Inyo County General Plan Government Element (2001)
² Inyo County General Plan Conservation and Open Space Element (2001)
³ Inyo County General Plan Circulation Element (2001)
⁴ Inyo County General Plan Economic Development Element (2001)
⁵ Inyo County General Plan Conservation and Open Space Element (2001)

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADDING CHAPTER 9.56 TO TITLE 9 SECTION VI OF THE INYO COUNTY CODE TO PROHIBIT OPERATORS OF OFF-HIGHWAY VEHICLES AND OTHER MOTORIZED VEHICLES FROM DAMAGING PROPERTY

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

SECTION ONE. Purpose/Authority.

The purpose of this ordinance is to prohibit operators of off-highway vehicles and other motorized vehicles from operating a vehicle in a manner likely to cause malicious or unnecessary damage to land, livestock, ranching and farming operations, wildlife, wildlife habitat, cultural resources, natural resources or vegetative resources. The authority for this ordinance is California Vehicle Code sections 38319 and 40000.24(e) and the police power of the County of Inyo.

SECTION TWO. The Inyo County Code is amended to add Chapter 9.56 to Title 9 Section VI, "Offenses Against Property," to read as follows:

- A. No person shall operate, nor shall an owner permit the operation of a motorized vehicle, including without limitation motorcycles, snowmobiles, sand buggy, dune buggy, an all-terrain vehicle, a motor vehicle commonly referred to as a jeep, and a recreational off-highway vehicle as defined in section 500 of the California Vehicle Code, or any other motorized vehicle in a manner likely to cause malicious or unnecessary damage to land, livestock, ranching operations, farming operations, cultural resources, natural resources, wildlife, wildlife habitat or vegetative resources.
- B. As provided in section 1.20.010 of this Code, a violation of this Chapter is a misdemeanor, punishable either by a fine of five hundred dollars, imprisonment of up to six months, or both.

SECTION THREE. 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 a newspaper of general circulation printed and published in the County of Inyo, State of California in accordance with Government Code Section 25124(b). The Clerk of the Board is hereby instructed and ordered to so publish a summary of this Ordinance together with the names of the Board voting for and against same.

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

AYES:
NOES:
ABSTAIN:
ABSENT:

Chairperson

ATTEST: Kevin Carunchio
Clerk to the Board

By: _____
Patricia Gunsolley, Assistant

Inyo County Assembly Bill 628 Implementing Procedures

January 22, 2015

1. The Adventure Trails Pilot Program is authorized by Section 38026.1 and other applicable portions of the California Vehicle Code.
2. The Adventure Trails Program project advocates (Applicant) shall submit a formal application to the Inyo County Public Works Department requesting the County consider the designation of specified roadways as combined-use highways.
 - a. The application shall include all of the following for each portion of proposed combined-use roadway:
 - i. Name of Highway
 - ii. Length of combined-use section
 - iii. A description of the portion of the right-of-way that is proposed to be used. That is will the off-highway vehicles be limited to: the entire lane, the edge of the lane, or some other specific area.
 - iv. The starting point of the combined-use segment. If this is an existing Bureau of Land Management or U.S. Forest Service road, provide the name and/or number of the off-highway motor vehicle trail or trailhead. If the starting point of the combined-use segment is a necessary service and/or lodging facility, specify the name and Assessor's Parcel Number of the facility.
 1. Include a letter of permission from the owner of the Assessor's Parcel Number that is the necessary service and/or lodging facility.
 - v. The ending point of the combined-use segment. If this is an existing Bureau of Land Management or U.S. Forest Service road, provide the name and/or number of the off-highway motor vehicle trail or trailhead. If the ending point of the combined-use segment is a necessary service and/or lodging facility, specify the name and Assessor's Parcel Number of the facility.
 1. Include a letter of permission from the owner of the Assessor's Parcel Number is the necessary service and/or lodging facility.
 - vi. A description of the nature and destination of any off-highway motor vehicle trail that is a starting or ending point to a combined-use segment.
 - vii. A description of the nature and purpose of the combined-use segment. To be considered, the combined-use segment must provide a connecting link between one of the following:
 1. A connecting link between off-highway motor vehicle trail segments,
 2. An off-highway motor vehicle recreational use area and necessary service facilities, or
 3. Lodging facilities and an off-highway motor vehicle recreational facility.

The applicant shall state which one of these three types of connecting link is being provided by each combined-use trail segment.

viii. An eight and one-half inch map clearly displaying each combined use section.

The map should display:

1. The information described in subsections (i) through (v).
 2. Major cross streets
 3. Any controlled intersections (stop signs or signalized intersections)
 4. If the combined-use segment starts and/or ends on an un-named roadway, a vicinity map should be included.
- ix. A list of property owners adjacent to any and all combined-use routes from the Inyo County Assessor's Department. If multiple properties are owned by one owner, that owner shall be notified of each of their properties adjacent to the proposed combined-use segment. Legal size envelopes with first class postage affixed addressed to each property owner with the return address left blank.
- b. The Applicant can submit the application in multiple sections if they choose. If so, a cover letter to the application should state this.
- c. Once the application is submitted, the contents of the application will be available for public review.
3. The Inyo County Department of Public Works shall be responsible for the evaluation and processing of any combined-use applications.
4. The County shall determine if the application packet is complete. The County shall notify the Applicant via e-mail or telephone within 30 days if the application is complete. If feasible, this determination should be made earlier.
5. Within 120 days of the date the County deems the application complete, the County shall accept or reject the application. This period may be extended by the County, upon written notification to the applicant, together with the reason necessitating the extension. During the 120 day period, the County will do the following:
- a. Submit copies of the application to responsible State and/or land management agencies for confirmation of the validity of any trail segment and/or general comments, requesting that the requested information be provided within 60 days. The County shall provide copies of the application to pertinent land management agencies or owners to ensure conformance with the land manager's Land Use Plan. "Pertinent agencies or owners" are defined as those which own, manage, or have jurisdiction for 1) road segments which connect to County roads identified in the application, 2) the land crossed by a County road identified in the application, or 3) the land adjacent to a combined use segment;
 - b. Submit the combined-use application to the Commissioner of the California Highway Patrol and ask for a determination if the proposed combined-use segment will create a potential traffic safety hazard. If the combined-use segment is determined by the Commissioner of the California Highway Patrol to have the potential to create a traffic hazard, that segment shall be dropped from consideration.

- c. Notice a public hearing on the application, providing notice to all land owners adjacent to the proposed combined-use roadway of the date, time and location of the public hearing, with notice mailed a minimum of twenty-one (21) days prior to the public hearing; and
 - d. Hold a public hearing and compile all comments received on the application.
- 6. The County shall work in cooperation with the California Department of Transportation to establish uniform specifications and symbols for signs, markers, and traffic control devices to control off-highway motor vehicles in accordance with Section 38026.1 of the Vehicle Code.
- 7. The County will first designate crossings of the State Highway using Section 38026 of the Vehicle Code. The Applicant is encouraged to design their requests to the County to use combined-use segments of three miles or less. Any such request would be undertaken separately from the Pilot Program and requires a separate application to the County in conformance with the existing Vehicle Code. If this is not possible and the combined-use segment is between three and ten miles, the County will consider the designation of crossings of the State Highway as part of the Pilot Program as set forth in Assembly Bill 628.
- 8. The application, together with comments received during the 120 day period, shall be presented to the Board of Supervisors for consideration and approval. The Agenda Request for such consideration shall also include a recommendation for each route from the Public Works Director, the Risk Manager, the Sheriff, and County Counsel on each combined-use segment. Their recommendation shall address:
 - a. Safety
 - b. Liability and Risk
 - c. Potential maintenance costs
- 9. The County shall hold a public hearing and adopt a resolution to approve combined-use segment(s). The adoption resolution may include multiple combined-use segments. The resolution shall include:
 - a. A determination that the proposed combined use segment does not have the potential to create a safety hazard.
 - b. A confirmation that the information contained in Section 2(A)(i) – (viii) was included in the application packet.
 - c. A statement that each combined-use trail segment is in compliance with the California Vehicle Code as amended by the inclusion of Section 38026.1.
- 10. If the funding for the purchase and installation of signage is not forthcoming as set forth in Section 38026.1, the County shall work with the applicant to identify funding to install signage identified in Section No. 6. The purchase and installation of this signage shall be revenue neutral to the County. That is, if the funding for the signage is not forthcoming from the State, the applicant shall be responsible for this expense.
- 11. The County Road Department shall be responsible for the installation of all required signage on each combined-use trail segment.

12. Using aerial or satellite imagery, Inyo County will create a baseline that encompasses the area adjacent to each designated route, including the end point in a manner adequate to identify and monitor route proliferation.
13. The County shall formally open the combined-use trail segment once all signage is in place.
14. Each combined-use trail segment shall be monitored in the following ways.
 - a. The County shall be responsible to maintain a database describing any collisions involving an off-highway vehicle on any combined-use segment.
 - i. The Department of Public Works will request from the Inyo County Sheriff and the California Highway Patrol a report of all collisions involving off-highway vehicles on a combined-use segment on an annual basis. This information will be solicited from local land management agencies.
 - b. The Inyo County Sheriff's Department will maintain a file that includes any information regarding impact on traffic flows, safety, incursions into areas not designated for off-highway vehicle usage, to the extent such information is available.
 - c. The County shall yearly collect at least a three-day-long set of data collected including two weekend days detailing the number of off-highway vehicles using each combined-use segment.
 - d. The County shall twice yearly survey for new OHV routes originating off of a combined use in the field and in the office reviewing the latest aerial imagery so that it can adequately monitor for the proliferation of new routes.
 - e. The County shall send a letter encouraging land management agencies that have an off-highway motor vehicle trail segment that links to a combined-use segment to monitor the amount of off-highway vehicle use.
 - f. The Public Works Department shall maintain a website that is a central hub for collecting public and public agency comments and complaints on the combined-use routes which shall include all correspondence from the public and public agencies regarding all combined use segments.
 - g. At least 90 days prior to the development of the report described in Section 15, notice will be made to the public and local land management agencies requesting comments and observations regarding roads in the pilot program, including any results from monitoring.
15. No later than January 1, 2016, the County, in consultation with the Department of the California Highway Patrol, the Department of Transportation, and the Department of Parks and Recreation, shall prepare and submit to the Legislature a report evaluating the pilot project as described in Section 38026.1 of the Vehicle Code.
16. If Section 38026.1 of the Vehicle Code is repealed, on all designated routes, the County shall be responsible for the removal of all signage related to combined-use highway segments set forth under Section 38026.1. Further, upon repeal of section 38026.1, the designation of all combined use routes by the County shall be immediately rescinded.

17. If the property owner at a starting point or an ending point of a combined-use segment that is considered to be a necessary service or lodging facility decides at a future date that they do not wish their property to be linked to by a combined-use segment, they can submit a letter stating that the property owner does not wish to be linked to the combined-use route. Upon receipt of that letter, and assuming that the service facility is the endpoint of the combined-use segment, the designation on that road shall be changed within 90 days so that the combined-use of that roadway segment shall no longer be allowed. If a change to starting point or endpoint requires the submittal of a separate application, the 90-day period will be extended until the segment is acted upon by the Board of Supervisors.
18. If a necessary service facility that is a start or an end point of a combined-use route closes, the applicants shall be required to submit a revised application within 90 days from the date the business is closed. The County shall determine if an additional application is required.
19. If the County's monitoring of a combined-use route determines that undesirable impacts are being created by the route, the County shall have the authority by a vote of the Board of Supervisors to close a combined-use route. The County shall close the route by the removal of all signage within 90 days from the date of the Board action.
20. The Public Works Department may, at the discretion of the Public Works Director, temporarily close a combined-use route to green sticker vehicles by temporarily obscuring route signage.
21. The operation of combined use routes by off-highway vehicles in residential areas is restricted to between dawn and dark and no earlier than 7:00 a.m. and no later than 8:00 p.m.
22. The Mitigation and Monitoring Plan for the Eastern Sierra Adventure Trails System Environmental Impact Report (Appendix 1.0 to the Final EIR) is included as part of this Implementing Procedures by reference.
23. The County shall monitor for the creation of new OHV routes along the proposed combined-use routes. The County shall coordinate with the property owner/land management agency and determine if corrective action is required. If necessary, barriers will be placed to prevent further use of the new routes.
24. The County shall consider the passage of an ordinance that will make it a misdemeanor offense if operators of OHV's cause damage to land, livestock, ranching and farming operations, wildlife, wildlife habitat or vegetative resources.
25. All OHVs utilizing a combined-use route must comply with the following requirements and any published written material (brochures, maps, pamphlets) produced by the applicants shall include the following educational language:

OHV users on all combined-use routes must:

- Drivers must have in possession a valid driver's license of the appropriate class for the vehicle being operated
- Ride during daylight hours only and not earlier than 7:00 a.m. and no later than 8:00 p.m.
- Have an operational stoplight

- Have insurance in accordance with the provisions of Article 2 (commencing with Section 16020) of Chapter 1 of Division 7 of the California Vehicle Code
- Obey the posted speed limit for OHVs on combined-use roads and, in residential areas, drive no faster than 15 mph
- Use a vehicle that has rubber tires
- Pass at least three (3) feet away from bicyclists, horses, and pedestrians
- Slow to 5 mph when passing horses or pedestrians
- Ride only on existing trails
- Not stop in flowing water
- Drive in the middle of the vehicle lane
- Not drive on the shoulder
- Use existing trails when exiting a combined-use route.
- OHV operators must operate the OHV in accordance with the vehicle manufacturer's recommendations for use of the vehicle.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

30

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: April 7, 2015

SUBJECT: West Mojave Route Network Project (WMRNP)¹ and Plan Amendment Workshop

DEPARTMENTAL RECOMMENDATION: Request your Board receive a presentation regarding the WMRNP and Plan Amendment.

SUMMARY DISCUSSION: The WMRNP is a supplement to the 2006 West Mojave (WEMO) Plan, which updated the 1980 California Desert Conservation Area (CDCA) Plan. The CDCA Plan addresses public-land resources and resources use within 25-million acres of land in southern California. A lawsuit was filed challenging the 2006 West Mojave Plan Record of Decision route designation process, and in 2011, a court order directed the BLM to amend the CDCA Plan and reconsider route designation throughout the WEMO area.

The WMRNP identifies an overall travel and transportation management strategy, implementation framework, and access network for public lands users in the West Mojave portion of the California Desert, identifies additional livestock grazing alternatives that may enhance long-term conservation goals identified in the 2006 West Mojave Plan and addresses inconsistencies in the language between the CDCA and the West Mojave Plans.

The WMRNP supplemental EIS will form the framework for route designation in the West Mojave area, consistent with the rest of the West Mojave Plan. The Bureau of Land Management (BLM) will designate over 15,000 miles of existing roads in San Bernardino, Riverside, Kern and Inyo Counties as open or closed to off-highway travel, or limited to specific types of travel, including non-motorized or non-mechanized. The decision will result in management strategies that may include installation of barriers and signs, rehabilitation of closed routes, realignment of routes, or other actions. The supplemental plan also proposes to reallocate forage to wildlife in inactive and vacant livestock grazing allotments in desert tortoise habitat to enhance long-term conservation goals identified in the 2006 WEMO Plan. The WMRNP supplemental EIS Notice of Availability was published in the Federal Register on March 6th, 2015. The public comment period ends on June 4th, 2015. Under court order, the WEMO planning process must be completed and BLM must provide a Record of Decision by September 30, 2015. Staff intends to return with further analysis and potentially correspondence for the Board's consideration prior to the conclusion of the comment period. The BLM will hold a public meeting at Statham Hall in Lone Pine on April 7th, 2015.

OTHER AGENCY INVOLVEMENT: BLM, counties of Kern, Los Angeles, and San Bernardino, and other affected agencies and stakeholders.

¹ For more information regarding the WRNRP, please see the BLM website at:
http://www.blm.gov/ca/st/en/fo/cdd/west_mojave_wemo.html

ALTERNATIVES: The Board may choose not to hold a workshop.

FINANCING: General funds are utilized to monitor State and federal planning efforts.

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 4/1/15

Attachments:

- 1) BLM WMRNP Fact Sheet
- 2) BLM WMRNO Overview Map



Bureau of Land Management

West Mojave Route Network Project

FACT SHEET

Key Features of the West Mojave Route Network Project (WMRNP):

- The updated 2012 inventory is the most accurate and comprehensive information to date;
- Samples of the inventoried routes were compared with aeriels taken prior to the adoption of the 2006 WEMO Plan to show routes that existed at the time of the 2006 decision (Draft SEIS, Appendix E);
- The data used incorporates extensive public and Desert Advisory Council input;
- Addresses Land Use Plan changes needed in the planning area based on inadequacies identified by the Court, and satisfies current BLM land use and travel management planning requirements;
- Current alternatives clearly tie to and comply with the regulatory criteria in 43 CFR 8342.1;
- Action alternatives are tied to the updated inventory and provide designations on 7,000 miles of currently unevaluated routes.

Preferred Alternative in the Draft Plan Amendment and Supplemental EIS:

- Maximizes public accessibility while protecting sensitive values within the planning area;
- Re-allocates forage to wildlife and ecosystem function in inactive and vacant grazing allotments within desert tortoise habitat;
- Designates approximately 10,000 miles of routes within the WEMO Planning Area as available for public motorized use, and 300 miles of routes limited to authorized users;
- Designates approximately 130 miles of routes for non-motorized or non-mechanized use;
- Closes approximately 4,400 miles of routes to motorized use;
- Reduces Stopping, Parking, and Camping outside of Desert Wildlife Management Areas (DWMA) from 300 feet to 100 feet, and maintains Stopping, Parking, and Camping restriction within DWMA of 50 feet from route centerline;
- Opens 3 lakebeds to motorized use (Cuddeback, Coyote, and Chisholm Trail) and closes another to motorized use (Koehn), that are currently limited to designated routes;
- Provides a reasonable long-term strategy for implementation of the route network; and
- Adopts 8 travel management plans to implement adopted strategies.

For more information visit:

http://www.blm.gov/ca/st/en/fo/cdd/west_mojave_wemo.html

BLM needs to receive your comments on the Draft Plan Amendment and Draft Supplemental Environmental Impact Statement by **June 4, 2015**

You can submit comments to cawemopa@blm.gov or mail to:

Bureau of Land Management, California Desert District
Attn: WMRNP Plan Amendment
22835 Calle San Juan de Los Lagos
Moreno Valley, CA 92553

Further Information Contact: Edy Seehafer, BLM Barstow, 760-252-6021
Craig Beck BLM Ridgecrest, 760-384-5440



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 31

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Consent | <input type="checkbox"/> Departmental | <input type="checkbox"/> Correspondence Action | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Schedule time for | <input type="checkbox"/> Closed Session | <input type="checkbox"/> Informational | |

FROM: Public Works Department

FOR THE BOARD MEETING OF: April 7, 2015

SUBJECT: Workshop to Update Status of Water Conservation Regulations

DEPARTMENTAL RECOMMENDATIONS: Hold Workshop to Receive Update of Water Conservation Regulations.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: In September of 2014, your Board adopted Water Conservation Regulations based upon the Land of Even Less Water Emergency Proclamation and regulatory actions taken by the State Water Resources Control Board(SWRCB). SWRCB has extended their previously adopted regulations and expanded them. Staff will provide an update/review of actions taken by your Board last fall as well as an update of the SWRCB actions recently taken.

ALTERNATIVES: The Board could choose not to hold the workshop. This is not recommended as this is an item of critical interest to the community.

OTHER AGENCY INVOLVEMENT:

FINANCING: N.A.

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

DEPARTMENT HEAD SIGNATURE: _____ Date: 3/31/15
 (Not to be signed until all approvals are received)

Water Conservation Regulations

2015 Update

State Adopted Emergency Water Conservation Regulations

- * CCR, Title 23, Sections 863, 864, and 865
- * Adopted July 15, 2014 by State Water Resources Control Board; **Reauthorized March 17, 2015**
- * Expires 270 days after filing with Secretary of State
 - * May be repealed early if no longer necessary
 - * May be extended due to continued drought conditions
 - * **Has been extended an additional 270 days.**
- * Stated Goal
 - * To ensure water suppliers, their customers and state residents increase water conservation in urban settings

Restrictions on Individual Water Users

- * State Mandated
 - * Application of potable water creating of runoff
 - * Use of potable water for washing vehicles without a hose equipped with an automatic shut-off nozzle
 - * Application of potable water to driveways or sidewalks
 - * Use of potable water in a fountain/water feature that is not a part of a recirculating system

Restrictions on Individual Water Users

- * ***New State Mandated***
- * ***Using outdoor irrigation during and 48 hours following measurable precipitation***
- * ***Restaurants and other food service establishments can only serve water to customers on request***
- * ***Hotels and Motels must provide guests with the option of not having towels and linens laundered daily***

Action Required

- * Limit outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week; **OR**
- * **Implement another mandatory conservation measure or measures intended to achieve a comparable 20% reduction in water consumption by the persons it serves relative to the amount consumed in 2013.**

Board Direction – August 5, 2014

- * Comply with State requirements
- * Consider unique circumstances of Inyo County
- * Recognize public and private investment in landscape infrastructure



Action

- * **Approved Water Conservation Plan September 16, 2014**
- * Public Outreach and Education
- * Regulation with Mandatory Restrictions

Water Conservation Plan

- * Public Outreach and Education
 - * Community Meetings
 - * Independence - >50 attendees
 - * Lone Pine - >30 attendees
 - * Training of County Staff
 - * Water Conservation and Education Materials
 - * Newsletters/mailings
 - * Bill Inserts
 - * Media

Water Conservation Plan

- * Regulation with Mandatory Restrictions
 - * ~~4~~ 7 State Mandated Restrictions
 - * Except for November 1 through March 31, no landscape watering from 9:00 a.m. to 5:00 p.m.
 - * Leaks must be repaired in a reasonable amount of time
 - * No potable water for construction unless there are no alternatives
 - * No flushing of hydrants except for public health and safety

Water Conservation Plan

- * Regulations with Mandatory Restrictions
 - * Regulation pursuant to local drought emergency declaration by your Board on January 28, 2014.
 - * County Wide
 - * Intent to assist other small water system operators subject to this regulation
 - * Not intended to replace, supersede or dictate water conservation measures taken or contemplated by other distributors of potable water.

Questions/Comments