

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.

June 16, 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 LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Deputy Sheriff's Association (DSA) - Negotiators: County Administrative Officer, Kevin Carunchio, Assistant County Administrator Rick Benson, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
5. **CONFERENCE WITH LEGAL COUNSEL -ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(d)(4)]** - decision whether to initiate litigation (one cases).
6. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Pursuant to Government Code §54956.9(d)(2)** – significant exposure to potential litigation (one case).
7. **REAL PROPERTY NEGOTIATIONS - CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Pursuant to Government Code §54956.8)** – Property – APN010-490-08, Bishop, California – Negotiating Parties – County Administrator, Kevin Carunchio, Assistant County Administrator, Rick Benson, and Public Works Director, Clint Quilter, and Joseph Enterprises - Negotiating Parties, Steve Joseph, Scott Piercey, Wayne Lamb and Jeff Shepard – Negotiations – Terms and Conditions.

OPEN SESSION

10:00 a.m. PLEDGE OF ALLEGIANCE

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

9. **PUBLIC COMMENT**

10. **COUNTY ADMINISTRATOR** – Request Board approve the Proclamation recognizing Superintendent of Schools, Dr. Terence K. McAteer and the Inyo County Board of Education for their support of the Inyo County Free Library; and, after approval, present the Proclamation to Dr. McAteer and the Board of Education.
11. **INTRODUCTION** –Mike Reynolds, Death Valley National Park Superintendent, will be introduced to the Board.

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

12. **MT. WHITNEY CEMETERY DISTRICT** – Request Board appoint Ms. Irene Kritz to the Mt. Whitney Cemetery District Board of Trustees to complete an unexpired four year term ending May 1, 2019. (*Notice of Vacancy resulted in request for appointment being received from Ms. Kritz.*)
13. **LIBRARY** – Request Board authorize that library branches close on Saturday, July 4, 2015 because of the Independence Day Holiday.

AUDITOR-CONTROLLER

14. Request Board A) declare Gallina LLP CPAs as a sole-source provider of auditing services; and B) approve the Contract between the County of Inyo and Gallina LLP CPAs for the provision of audit services for the County for the fiscal years ending June 30, 2015, 2016, and 2017 (Contract term from July 1, 2015 through June 30, 2018) in an amount not to exceed \$222,000, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
15. Request Board A) declare MGT of American, Inc., a sole-source provider of cost plan allocation services; and B) approve the Contract between County of Inyo and MGT of America, Inc., for the preparation of the FY 2014-2015, FY 2015-2016, and FY 2016-17 Cost Plan Allocation, in an amount not to exceed \$21,000, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

COUNTY COUNSEL

16. Request approval of the Agreement between the County of Inyo and Great Basin Unified Air Pollution Control District for the County Counsel's Office to provide certain legal services to the District during the period of July 1, 2015 through June 30, 2016, for the sum of \$12,500, contingent upon the Board's adoption of the FY 2015-16 Budget; and authorize the Chairperson to sign.

HEALTH AND HUMAN SERVICES

17. Request Board appoint Keri Oney, Health and Human Services Management Analyst, as Privacy Officer for Inyo County for purposes of the federal Health Insurance Portability and Accountability Act (HIPAA), and authorize the Privacy Officer to modify and/or develop required processes and procedures necessary to comply with the HIPAA requirements.
18. **Social Services** – Request approval to pay County Welfare Directors Association of California (CWDA) dues for Fiscal Year 2015-2016 in an amount not to exceed \$16,167, contingent upon the Board's adoption of the FY 2015-16 Budget.

PLANNING DEPARTMENT

19. Request Board ratify and approve the Amendment to the Contract between the County of Inyo and the Inyo County Local Agency Formation Commission to provide services, increasing the amount of the Contract from \$13,531 to \$24,531; and authorize the Chairperson to sign contingent upon the appropriate signatures being obtained.

20. Request approval of the Contract between the County of Inyo and the Inyo County Local Agency Formation Commission to provide staff services in an amount not to exceed \$14,364 for the period of July 1, 2015 through June 30, 2016, contingent upon the Board's adoption of a FY 2015-16 Budget; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

PROBATION

21. Request Board A) declare Dr. Andersen as a sole-source provider of professional services; and B) approve the Contract between the County of Inyo and Dr. Keith Andersen to provide professional services to the Inyo County Probation Department – Juvenile Institutions, for the period July 1, 2015 through June 30, 2016, in an amount not to exceed \$48,000, contingent upon the Board's adoption of a FY 2015-16 Budget; and authorize the Chairperson to sign.

WATER DEPARTMENT

22. Request approval of Amendment No. 1 to the Contract between the County of Inyo and the Ecological Society of America, extending the term of the Contract for an additional twelve months to June 30, 2016, and modify the schedule of fees for the provision of Professional Services, contingent upon the Board's adoption of the FY 2015-16 Budget; and authorize the Chairperson to sign contingent upon the appropriate signatures being obtained.
23. Request Board approve Amendment No. 1 to the Contract between the County of Inyo and Susan Carpenter, extending the term of the Contract for an additional twelve months to June 30, 2016 for the provision of Facilitator Services, contingent upon the Board adoption of a FY 2015-16 Budget; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

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

24. **AUDITOR-CONTROLLER** – Request Board accept the presentation of the fiscal year ending June 30, 2014 County Financial Statement.
25. **AUDITOR-CONTROLLER** – Request Board A) amend the FY 2014-15 General Revenue & Expenditure, Budget Unit 011900 by increasing estimated revenue in Miscellaneous Revenue (*Revenue Code #4959*) by \$56,097 and increasing appropriations in Operating Transfers Out (*Object Code #5801*) by \$56,097; and the FY 2014-15 CAO-ACO Budget Unit 010201 by increasing estimated revenue in Operating Transfers In (*Revenue Code #4998*) by \$56,097; (*4/5's vote required*); B) if desired provide alternate direction regarding use of SB 90 refund if received prior to end of this Fiscal Year.
26. **HEALTH AND HUMAN SERVICES – Eastern Sierra Area Agency on Aging** – Request Board find that, consistent with the adopted Authorized Position Review Policy: a) the availability of funding for a Human Services Supervisor position exists, as certified by the Health and Human Services Director and concurred with by the County Administrator and Auditor-Controller; B) whereas internal candidates meet the qualifications for the position, the vacancy may be filled through an internal recruitment; and C) approve the hiring of one Human Services Supervisor at Range 70 (\$4,305 - \$5,236).
27. **HEALTH AND HUMAN SERVICES – Social Services** – Request Board A) change the authorized strength by deleting one full time Administrative Secretary I-III career ladder at Ranges 56 – 64 (\$3,101 - \$4,539) and adding one full time Office Clerk I-III career ladder at Ranges 48 – 52 (\$2,581 – \$3,431); and B) find that, consistent with the adopted Authorized Position Review Policy: a) the availability of funding for an Office Technician III position and an Office Clerk II position exists, as certified by the Health and Human Services Director and concurred with by the County Administrator and Auditor-Controller; b) where internal candidates meet the qualifications for the positions, the vacancies could possibly be filled through an internal recruitment; and C) approve the hiring of one Office Technician III, at Range 63 (\$3,643 - \$4,433) and one Office Clerk II, at Range 50 (\$2,695 - \$3,277).
28. **PUBLIC WORKS** – Request Board amend the FY 2014-15 Bishop Airport Budget Unit 150100 by increasing estimated revenue in Non Tax-Jet Fuel Military (*Revenue Code #4937*) by \$54,000 and increasing appropriations in Fuel, Oil & Water for Resale (*Object Code #5361*) by \$54,000. (*4/5's vote required.*)

29. **PUBLIC WORKS** – Request Board A) award the bid and the Contract for the South Bishop Improvement Project to Griffith Company in the amount of \$1,677,222; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained; and B) authorize the Public Works Director to execute all other Contract documents, including Contract Change Orders, to the extent permitted by Public Contract Code Section 20142 and other applicable law.
30. **PUBLIC WORKS** – Request approval of the following to the Contract between the County of Inyo and Wadell Engineering Corporation for airport engineering and planning services: A) Amendment No. 5 increasing the amount of the Contract by \$202,970 for design services at the Bishop Airport for Airfield Pavement Crack Repairs, Pavement Sealing and Paint Marking and Terminal Area Security Fencing to a total amount not to exceed \$1,336,595; B) Amendment No. 6 increasing the amount of the Contract by \$60,985 for design services at the Independence Airport for the Runway 14-32 Crack Repairs, Pavement Sealing and Paint Marking Project, to a total amount not to exceed \$1,397,580; and C) authorize the Chairperson to sign the amendments contingent upon the appropriate signatures being obtained.
31. **PUBLIC WORKS** – Request approval of Amendment No. 7 to the Contract between the County of Inyo and Wadell Engineering Corporation for airport engineering and planning services, increasing the Contract by \$35,790 for the Bishop Airport—Passenger Traffic Study Phase I, to a total amount not to exceed \$1,433,370; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
32. **PUBLIC WORKS** – Request Board A) approve Tract Map No. 239 Phase Three; B) accept the offer of a right-of-way dedication along Mt. Langley Lane and Valley View Drive; C) accept the offer of dedication for the slope easement on said map; D) accept the road-way improvements within Mt. Langley Lane and Valley View Drive; and E) approve a resolution rescinding the previous rejection and accepting the offer of dedication for road and utility purposes per Tract Mat 239 Phase One.
33. **TREASURER-TAX COLLECTOR** – Request Board A) consider the request for a salary increase for the position of Treasurer-Tax Collector from \$7,807 to \$8,934 per month (the 2015-15 salary rate as of July 1, 2015); and B) if approved provide direction to Personnel staff to prepare the changes necessary to amend Inyo County Code Section 2.88.040 to reflect this increase.
34. **WATER DEPARTMENT** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the seasonal field assistant positions exist, as certified by the Water Director, and concurred with by the County Administrator and Auditor-Controller; B) where due to the seasonal nature of the positions it is unlikely that the positions could be filled by internal candidates meeting the qualifications for the positions, therefore an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of eight seasonal Field Assistant I's at Range 050PT (\$14.46 - \$17.56 per hour) for the period of October 1, 2015 through March 30, 2016, contingent upon the Board's adoption of a FY 2015-16 Budget.
35. **PLANNING DEPARTMENT – COUNTY COUNSEL** – Request approval of the Agreement between the County of Inyo and Gregory L. James, Attorney at Law for the provision of legal services for Yucca Mountain Repository Licensing Proceedings before the Nuclear Regulatory Commission and related Court actions for the period of July 1, 2015 through June 30, 2016, at the base rate of \$185 per hour, with travel time paid at \$50 per hour, for a total Contract amount not to exceed \$25,000, contingent upon the Board's adoption of a FY 2015-16 Budget; and authorize the Chairperson to sign. *(4/5's vote required.)*
36. **WATER DEPARTMENT – COUNTY COUNSEL** – Request approval of the Contract between the County of Inyo and Gregory L. James, Attorney at Law for the provision of Water Attorney services for the period of July 1, 2015 through June 30, 2016, at the rate of \$155 per hour, with travel time paid at \$50 per hour, for a total Contract amount not to exceed \$60,000, contingent upon the Board's adoption of a FY 2015-16 Budget; and authorize the Chairperson to sign. *(4/5's vote required.)*
37. **COUNTY COUNSEL** – Request approval of the Contract between the County of Inyo and Gregory L. James, Attorney at Law for the provision of Environmental Attorney services for the period of July 1, 2015 through June 30, 2016, at the rate of \$155 per hour, with travel time paid at \$50 per hour, for a total Contract amount not to exceed \$60,000, contingent upon the Board's adoption of a FY 2015-16 Budget; and authorize the Chairperson to sign. *(4/5's vote required.)*

38. **COUNTY COUNSEL** – Request Board A) ratify and approve the Engagement Letter Number 3 between the County of Inyo and Liner, LLP for the provision of legal services for the Consolidated Office Building Build-to-Suit Lease on an hourly basis during Phase 2 in the amount of \$7,500 above the flat fee of \$15,000 and for Phase 3 at an hourly rate of \$333 to a maximum of \$5,000, contingent upon the Board's adoption of a FY 2015-16 Budget; and authorize the Chairperson to sign. *(4/5's vote required.)*
39. **COUNTY ADMINISTRATOR – Public Defender** - Request approval of the Agreement between the County of Inyo and Elizabeth Corpora, Attorney at Law, a Professional Corporation, for the provision of professional services as a Public Defender (dependency cases, delinquency cases, child support cases, patient rights advocate cases, mental health and conservatorship cases) for the period of July 1, 2015 through June 30, 2017 in an amount not to exceed \$227,000, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign. *(4/5's vote required.)*
40. **COUNTY ADMINISTRATOR – Museum** – Request approval of the MOU with the Carson and Colorado Railway, allowing for the construction of a building to house Engine #18 on the grounds of the Eastern California Museum; and authorize the County Administrator or his designee to sign, and transmit a signed copy to the Clerk of the Board for the Board's files.
41. **COUNTY ADMINISTRATOR – Personnel** – Request approval of the Contract between the County of Inyo and Atkinson, Andelson, Loya, Ruud and Romo for the provision of legal services – general labor and employment advise and representation, for the period of July 1, 2015 through June 30, 2016 in an amount not to exceed \$150,000, contingent upon the Board's adoption of a FY 2015-16 Budget; and authorize the Chairperson to sign. *(4/5's vote required.)*
42. **COUNTY ADMINISTRATOR – Risk Management** - Request approval of the Contract between the County of Inyo and John D. Kirby, A.P.C. for the provision of Civil Litigation Attorney Services for the period July 1, 2015 through December 31, 2015 with one six month option to extend for the period of January 1, 2016 through June 30, 2016, at the rate of \$220 per hour in a total amount not to exceed \$150,000, contingent upon the Board's adoption of a FY 2015-16 Budget; and authorize the Chairperson to sign.
43. **COUNTY ADMINISTRATOR – Budget** – Request Board adopt the modified Fiscal Year 2014-15 Board Approved Budget as the Preliminary Budget for Fiscal Year 2015-2016 and approve the Fixed Assets as recommended by staff. *(4/5's vote required.)*
44. **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.
45. **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.
46. **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.
47. **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.
48. **CLERK OF THE BOARD** – Request approval of the minutes of the Board of Supervisors meetings as follows: A) Regular Meeting of June 2, 2015 and B) Special Meeting of June 3, 2015.

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

- 1:30 p.m.** 49. **U.S. FISH AND WILDLIFE** – Request Board accept an update from representatives of the U.S. Fish and Wildlife (USF&W) on the pending Endangered Species Act listing decisions and other USF&W issues relating to Inyo County and the Eastern Sierra.

CORRESPONDENCE - ACTION

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

50. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)

51. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 10

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

FROM: County Administrator

FOR THE BOARD MEETING OF: June 19, 2015

SUBJECT: Proclamation Recognizing Dr. Terence K. McAteer and the Inyo County Board of Education

DEPARTMENTAL RECOMMENDATION: Request Board approve the Proclamation recognizing Superintendent of Schools, Dr. Terence K. McAteer and the Inyo County Board of Education for their support of the Inyo County Free Library; and, after approval, present the Proclamation to Dr. McAteer and the Board of Education

SUMMARY DISCUSSION: Inyo County Superintendent of Schools, Dr. Terence McAteer, through the Inyo County Office of Education committed \$150,000 dollar to upgrade and improve the Bishop and Lone Pine libraries. These improvements will increase students' use of the County Library. In recognition of the extraordinary support of the Inyo County Library by Dr. McAteer and the Board of Education, staff recommends your Board honor Dr. McAteer and the Board of Education with a commemorative proclamation memorializing the contribution to the County.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

<u>APPROVALS</u>	
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: _____



COUNTY OF

Inyo

Proclamation

**PROCLAMATION
OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA
RECOGNIZING
DR. TERENCE K. McATEER
AND THE
INYO COUNTY BOARD OF EDUCATION**

WHEREAS, the Inyo County Superintendent of Schools, Dr. Terence K. McAteer, and the Inyo County Board of Education, ensure that education in our community remains a sound building block of learning, and encourages the pursuit of truth, the development of ideas and knowledge, and higher awareness and understanding of the things that affect our world; and,

WHEREAS, education is an underpinning of freedom; and,

WHEREAS, the Inyo County Free Library is a public library that supports the goal of education for all people; and,

WHEREAS, Dr. McAteer and the Inyo County Board of Education recognize the role of public libraries in providing access to information; and,

WHEREAS, Dr. McAteer understands the need for people to have equal access to the tools of learning in this age of technology, such as computers and access to the internet; and,

WHEREAS, through the Inyo County Board of Education, Dr. McAteer created the Library Renaissance Project to help improve Inyo County Free Library facilities and provide increased access to books and the internet in enhanced surroundings; and

WHEREAS, to date, the Office of the Inyo County Superintendent of Schools has provided over \$150,000 in funding to better the Inyo County Free Library;

NOW, THEREFORE, be it proclaimed that the Inyo County Board of Supervisors expresses its appreciation of Dr. Terence K. McAteer and the Inyo County Board of Education for their generous contributions to the County of Inyo and the Inyo County Free Library and recognizes their extraordinary support for cultural and intellectual opportunities for all Inyo County's residents.

PASSED AND PROCLAIMED this 16th day of June, 2015, by the Inyo County Board of Supervisors.

Chairperson, Inyo County Board of Supervisors





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

12

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

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

FOR THE BOARD MEETING OF: June 19, 2015

SUBJECT: Appointment of Mt. Whitney Cemetery District Board of Trustees

DEPARTMENTAL RECOMMENDATION: Request Board reappoint the Ms. Irene Kritz to the Mt. Whitney Cemetery District Board of Trustees to complete an unexpired four year term ending May 1, 2019. (Notice of vacancy resulted in request for appointment being received from Ms. Kritz.)

SUMMARY DISCUSSION: The Clerk of the Board's office was notified of a scheduled vacancy on the Mt. Whitney Cemetery District Board. The Board of Supervisors is the appointing authority for the Cemetery Districts and in keeping with your Board's appointment policy a Notice of Vacancy was published. In response to the Notice of Vacancy, Ms. Irene Kritz applied for reappointment. Ms. Kritz is qualified to serve on the Cemetery District Board, therefore it is requested that your Board make the appointment as recommended.

ALTERNATIVES: Your Board could choose to not make the appointments and direct that recruitment efforts to fill the position continue. This alternative is not recommended in that you have a qualified resident seeking reappointment and there is no guarantee that further recruitment would result in additional applicants. Additionally, further recruitment efforts would delay the appointment process and could impact the District's ability to continue operations.

OTHER AGENCY INVOLVEMENT:

FINANCING: There is no fiscal impact associated with making these appointments. This is a part of the Board's ministerial duties.

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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

Date: June 10, 2015



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: Inyo County Free Library
FOR THE BOARD MEETING OF: June 16, 2015
SUBJECT: Holiday Library Closure

DEPARTMENTAL RECOMMENDATION:

Request your Board authorize that library branches close on Saturday, July 4, 2015 because of the Independence Day holiday.

SUMMARY DISCUSSION:

This year the 4th of July falls on a Saturday, with the County holiday on Friday, July 3rd. This request is made to allow library staff to participate in Independence Day festivities.

ALTERNATIVES:

If your Board does not authorize the requested closure, library branches will be open for the regularly scheduled Saturday hours on the 4th of July.

OTHER AGENCY INVOLVEMENT: None

FINANCING: None

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> N/A 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> N/A 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> N/A Approved: _____ Date _____

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

Date: 6/9/15



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

14

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

FROM: Amy Shepherd, Auditor-Controller

FOR THE BOARD MEETING OF:

SUBJECT: Contract for Audit Services

DEPARTMENTAL RECOMMENDATION:

Request that your Board declare Gallina LLP CPAs as a sole-source provider and approve the contract between the County of Inyo and Gallina LLP CPAs for the provision of audit services for the County for the fiscal years ended(ing) June 30, 2015, 2016, 2017 (Contract term from July 1, 2015, through June 30, 2018). For an amount not-to-exceed \$222,000 and authorize the chairperson to sign, contingent upon the adoption of future budgets and obtaining the appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

California Government Code Sections 25250, 25253, and 27134 address the audit requirements for the County. Section 25250 states that the Board of Supervisors shall audit, or cause to be audited, the financial records of the County. It also allows the Board to employ the services of an independent certified public accountant to perform an examination of financial statements in accordance with generally accepted auditing standards. Section 25253 requires the publication of the financial report, and section 27134 requires an audit of the Treasury. Additionally, audits are required for all Federal funds (OMB Circular 133).

The volume and complexity of new accounting and auditing standards make it increasingly difficult to find auditors qualified to perform the required services in an efficient and accurate manner. Additionally, fewer audit firms are performing government audits for these same reasons. In accordance with the "Inyo County Purchasing and Contracting Policy and Procedures Manual," page 14, Section I(b), Gallina LLC CPAs has the prior experience of a highly specialized nature that is vital to the proposed efforts. Additionally, Gallina LLC CPAs has a substantial investment that would have to be duplicated at the County's expense by another contractor entering this field. As such, sole sourcing this contract appears to be justified.

ALTERNATIVES:

The Board does have other options under the government code, but giving Gallina's reputation and experience they are not recommended.

OTHER AGENCY INVOLVEMENT:

County Council has reviewed and approved the proposed contract.

FINANCING:

The FY 2014-2015 Auditor-Controller Requested Budget includes an appropriation of \$66,300 which includes the County-wide audit, the Single Audit of Federal Funds, and the GANN Limit audit and Treasurer-Tax Collector have sufficient appropriations in their FY 2014-2015 Requested Budget. The price for the Treasury audit is \$3,700 and will be included in the Treasurer's fee and allocated by all Treasury Pool participants.

<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>6/8/15</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>6/4/2015</u> Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

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

 Date: 6/8/15

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

Gallina LLP

AND _____

Auditing Services

FOR THE PROVISION OF _____

SERVICES

TERM:

July 1, 2015

June 30, 2018

FROM: _____

TO: _____

SCOPE OF WORK:

The letter confirming the understanding of services from Gallina, LLP to Amy Shepherd, Auditor-Controller, attached hereto is incorporated by reference, but terms contained in this letter, if any, which are inconsistent with provisions of the contract will not be binding over terms of this contract as otherwise set forth.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

Gallina, LLP

AND _____

Auditing Services

FOR THE PROVISION OF _____

SERVICES

TERM:

July 1, 2015

June 30, 2018

FROM: _____

TO: _____

SCHEDULE OF FEES:

Total for 2014-2015 is \$73,000, the total for 2015-2016 is \$74,000, and the total for 2016-2017 is \$75,000 for a total of \$222,000.00



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER

15

FROM: Auditor-Controller

FOR THE BOARD MEETING OF:

SUBJECT: Contract Services for preparation of the Cost Plan Allocation

DEPARTMENTAL RECOMMENDATIONS: Request the Board of Supervisors 1) declare MGT of America, Inc. a sole –source provider and 2) approve the contract between the County of Inyo and MGT of America, Inc. for the preparation of the FY 2014-2015, FY 2015-2016, FY 2016-2017 Cost Plan Allocation in an amount not to exceed \$21,000.00 and authorize the chairperson to sign, contingent upon the Board's adoption of future budgets and obtaining the appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Countywide cost allocation plans have been submitted for review and approval by the State Controller's Office since July 1, 1974. Since this time, each California county has been required to have received from the State Controller either a provisionally or a formally approved countywide cost allocation plan before any indirect costs or direct billings for central support services may be reimbursed by state and federal agencies.

All Cost plans must be submitted to the State Controller at least six months prior to the fiscal year for which the plans are to be used are for example, cost plans for fiscal year 2011-2012 used, as estimated costs, actual costs of the 2009-2010 fiscal year and were required to be submitted to the State Controller no later than December 31, 2010 (six months before the date the plans became effective).

The County of Inyo has worked with MGT of America, Inc. to prepare the cost plan for the County. It is a complex process and their expertise is invaluable in the preparation of the plan to maximize reimbursement of costs.

ALTERNATIVES: To not approve the contract. This is not recommended because staff does not have the expertise to prepare this complex plan.

OTHER AGENCY INVOLVEMENT: County Counsel has reviewed and approved the contract.

FINANCING: The costs of these services will be included in the fiscal year 2015-2016 Auditor-Controller Requested Budget, and subsequent budgets, under Professional Services 5265.

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.)
Franc Langley Approved: Date 5-14-15

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
[Signature] Approved: Date 5/15/2015

PERSONNEL DIRECTOR PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)
S. Dishon/Jdc Approved: Date 6/8/15

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) *Amy Sheple* Date: 5/10/15

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
MGT of America, Inc

AND _____
Cost Plan Allocation

FOR THE PROVISION OF _____ **SERVICES**

TERM:
07/01/2015 06/30/2018
FROM: _____ **TO:** _____

SCOPE OF WORK:

A. Services: The Consultant agrees to perform certain services necessary for the completion and submission of the County Cost Allocation Plan, which services shall include the following:

1. Gathering of necessary financial, statistical and activity data
2. Completion of the Cost Allocation Plan based on 2014-2015 actual costs and subsequent fiscal years for the duration of the contract.
3. Submission to the State Controller

B. Consultant responsibility: The Consultant shall assist in directing County staff in data and documentation necessary to complete the cost allocation plan. Consultant shall complete cost allocation plan and file the plan with the State by the State deadline. If the cost plan pursuant to this agreement is audited, Consultant will make work papers available to auditors and provide a maximum of two hours of consultation.

C. County Responsibility: The County shall supply, with guidance from the Consultant, all necessary financial, statistical and activity data required to complete the cost plan. Consultant shall assume all data is accurate and, if supplied in a timely manner, will file Allocation plan.

D. This agreement is in addition to that agreement and between the parties for the provision of State Mandated Cost Claims Services.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
MGT of America, Inc

AND _____
Cost Plan Allocation

FOR THE PROVISION OF _____ **SERVICES**

TERM:
07/01/2015 06/30/2018
FROM: _____ **TO:** _____

SCHEDULE OF FEES:

Compensation Amounts:

a. For each year services provided pursuant to the is agreement County shall pay the Consultant upon receipt of invoice 90% of the fixed fee of seven thousand dollars (\$6,300.00) after the Cost Allocation Plan is submitted to the State. The final 10% of the fixed fee of seven thousand dollars (\$700.00) shall be due to Consultant after each Cost Allocation Plan is approved by the State. No expenses are to be charged.

To the extent they are inconsistent with the provisions of the body of this agreement, i.e./eg. Paragraph 3.E Billing and Payment, the provisions of this Attachment B shall prevail

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
AND MGT of America, Inc
FOR THE PROVISION OF Cost Plan Allocation **SERVICES**

TERM:

FROM: 07/01/2015

TO: 06/30/2018

SEE ATTACHED INSURANCE PROVISIONS



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: COUNTY COUNSEL

FOR THE BOARD MEETING OF: June 16, 2015

SUBJECT: APPROVAL OF AGREEMENT BETWEEN GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT AND COUNTY FOR THE PROVISION OF LEGAL SERVICES

DEPARTMENTAL RECOMMENDATION: Approve the agreement between Great Basin Unified Air Pollution Control District and the County for the County Counsel's Office to provide certain legal services to the District during the period July 1, 2015 to June 30, 2016, for the sum of \$12,500; contingent upon the Board's adoption of the 2015/16 Budget, and authorize the Chairperson to execute the agreement on behalf of the County.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: Under the proposed agreement, the County of Inyo, through and by its Office of County Counsel, will provide professional legal services to the Great Basin Unified Air Pollution Control District as follows:

1. Legal advice and representation relating to personnel matters of the District;
2. Legal advice and representation relating to labor law and in labor negotiations and/or mediations;
3. Legal advice and representation relating to employee grievances and discipline to include representation of the District in grievance and disciplinary hearings;
4. Legal advice and representation to the District Board in hearing grievance and disciplinary matters;
5. Legal advice and representation relating to any District matter when the County Counsel of another County comprising the District, has a conflict of interest in regard to a District matter arising within their County; and
6. Legal advice and representation relating to any other District matter as agreed upon by the District and the County.

In exchange for providing these services, the District will pay to the County a flat fee of \$12,500 for the fiscal year. The Office of County Counsel has the ability to provide these professional legal services to the District. The \$12,500 fee for Fiscal Year 2015-2016 has been included in the Office of County Counsel budget as anticipated revenue.

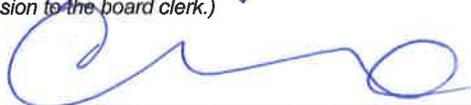
The contract was recently approved by Great Basin Unified Air Pollution Control District's Board on May 18, 2015 and received by our office on June 1, 2015.

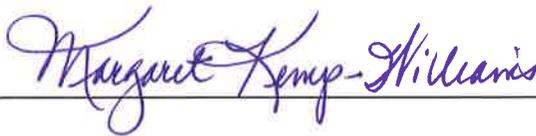
ALTERNATIVES: The Board may decline to approve this agreement, reduce or modify the scope of legal services provided to the District, or change the fee arrangement. However, the proposed agreement has been negotiated between the County and the District as being most advantageous to both public entities, provides the District with needed legal professional services in an area in which the Office of County Counsel has expertise, and is structured on a flat fee basis to provide each entity with a certain degree of budgetary certainty for the fiscal year.

OTHER AGENCY INVOLVEMENT: Great Basin Unified Air Pollution Control District

FINANCING: Approval of this agreement will result in \$12,500 revenue being received by the County. This revenue will be budgeted within the Office of County Counsel budget for fiscal year 2015-2016.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>06/05/15</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>06/09/2015</u>

DEPARTMENT HEAD SIGNATURE:  Date: 06/05/15
(Not to be signed until all approvals are received)

ATTACHMENT A
AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND COUNTY OF INYO FOR THE PROVISION OF
LEGAL SERVICES

TERM:

FROM: JULY 1, 2015 TO: JUNE 30, 2016

SCOPE OF WORK:

The County of Inyo, through and by its Office of County Counsel, will provide professional legal services to the Great Basin Unified Air Pollution District as follows:

1. Legal advice and representation relating to personnel matters of the District;
2. Legal advice and representation relating to labor law and in labor negotiations and or mediations;
3. Legal advice and representation relating to employee grievances and discipline to include representation of the District in grievance and discipline hearings;
4. Legal advice and representation to the District Board in hearing grievance and discipline matters;
5. Legal advice and representation relating to any District matter when the County Counsel of another County comprising the District, has a conflict of interest in regard to a District matter arising within their County; and
6. Legal advice and representation relating to any other District matter as agreed upon by the District and the County.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
17

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

FROM: HEALTH & HUMAN SERVICES AND RISK MANAGEMENT

FOR THE BOARD MEETING OF: June 16, 2015

SUBJECT: Appointment of Inyo County Privacy Officer

DEPARTMENTAL RECOMMENDATION:

Request Board appoint Keri Oney, Health & Human Services Management Analyst, as Privacy Officer for Inyo County for purposes of the federal Health Insurance Portability and Accountability Act (HIPAA), and authorize the Privacy Officer to modify and/or develop required processes and procedures necessary to comply with the HIPAA requirements.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Health Insurance Portability and Accountability Act (HIPAA) became public law (P.L. 104-191) in 1996. HIPAA was introduced to improve the portability and continuity of health insurance coverage in group and individual markets, to combat waste, fraud, and abuse in health insurance and health care delivery. Certain administrative requirements were intended to improve the efficiency and effectiveness of the entire health care system through national standardization of electronic transactions and code sets. The HIPAA Privacy Rule established requirements for the handling of certain health care information to ensure privacy of patient/client care information.

HIPAA regulations require that the County appoint a Privacy Officer to develop and implement countywide policies and procedures relating to the safeguarding of protected health information, and to receive formal complaints relating to breaches of such protections. Such protected health information specifically is maintained in various HHS programs, including Public Health, Behavioral Health, Child and Adult Protective Services, ESAAA, IHSS, as well as in Probation, the Jail, Risk Management and possibly County Counsel.

The former HIPAA Privacy Officer was the HHS Management Analyst, who has moved to a different position within HHS and is potentially in a conflicting role now. Therefore, the new HHS Management Analyst, Keri Oney, is the appropriate person to work closely with the Risk Manager and impacted programs as the HIPAA Privacy Officer.

ALTERNATIVES:

The County would be in violation of federal law should Board choose not to appoint a Privacy Officer.

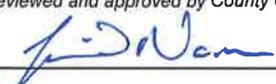
OTHER AGENCY INVOLVEMENT:

The federal government

FINANCING:

There is no financing involved in this request.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)  Approved: <u>Yes</u> Date: <u>6/5/15</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) <u>NIA</u> 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.) <u>NIA</u> Approved: _____ Date: _____
BUDGET OFFICER:	BUDGET AND RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.) <u>NIA</u> Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE: Jean Turner Date: 6-10-15
(Not to be signed until all approvals are received)

RISK MANAGER SIGNATURE: M. Baker Date: 5-29-15



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
18

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

FROM: HEALTH & HUMAN SERVICES, Social Services

FOR THE BOARD MEETING OF:

SUBJECT: Approval to Pay Association Dues

DEPARTMENTAL RECOMMENDATION:

Request approval to pay County Welfare Directors Association of California (CWDA) dues for fiscal year 2015-2016 in an amount not to exceed \$16,167, contingent upon the Board's adoption of the FY 2015-2016 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This request comes before you, consistent with the County Purchasing Policy, for approval of payment of annual dues. The 2015-2016 amount is \$770 more than prior year's dues. CWDA, the association of Social Services Directors (a.k.a. Welfare Directors), is staffed by a very experienced team that works closely with CSAC and RCRC to ensure education of legislators, advocacy with statewide stakeholders, and fiscal advocacy with the State for County-administered Social Services programs and budgets. In Inyo County those programs include the following:

All Social Services (CalWORKS/TANF eligibility determination, Medi-Cal Administration, CalFresh, Child Welfare Services, Foster Care Licensing and Services, Family Day Care Licensing, Child Abuse Prevention, Wraparound Intensive Services, Adult Protective Services, In-Home Supportive Services, Federal IV-E Quality Assurance for Child Welfare & Juvenile Probation)

Foster Care Administration

Temporary Assistance to Needy Families Administration

Disaster-Related Shelter/Evacuation Care staff costs

Oversight of Matching Realignment Funds for California Children's Services

Local administration of Workforce Investment Act, General Assistance, and County Medical Services Program (CMSP)

Most of the Social Services programs have both federal and state laws, regulations and budget controls, with varying cost sharing ratios and/or matches required. The fiscal and political context for social services is ever-changing. Client advocacy and poverty law groups abound both nationally and statewide. CWDA has proved to be a very organization, bringing needed resources – especially for small counties – to tracking legislation and litigation as they impact local county issues, monitoring cost shifting to counties, coordinating closely with CSAC to ensure alignment of positions on issues, and assisting counties, in general service, around implementation concerns. Additionally, Social Services administrative funding assists in providing an overarching funding structure for our Health and Human Services Department that assists in reducing administrative costs in other budgets, such as IC-GOLD senior programs.

ALTERNATIVES:

CWDA probably will continue to function even if Inyo does not pay its dues, at least for now.

OTHER AGENCY INVOLVEMENT:

All of California's County Social Services programs

FINANCING:

The funding is a combination of Federal, State, and Social Services Realignment funds. This expense will be budgeted in Social Services (055800) in General Operating (5311).

<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>6/4/2015</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: 6-5-15



**County Welfare Directors Association of
California**

925 L St Ste 350
Sacramento, CA 95814-3703
(916)443-1749

INVOICE

BILL TO
Jean Turner
Inyo County

INVOICE # 252
DATE 05/20/2015

DESCRIPTION	AMOUNT
CWDA Annual County Fee for Fiscal Year July 1, 2015-June 30, 2016	16,167.00
BALANCE DUE	\$16,167.00



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 Closed Session Informational

FROM: Planning Department and County Counsel

FOR THE BOARD MEETING OF: June 16, 2015

SUBJECT: Contract between the Inyo Local Agency Formation Commission and the County of Inyo to provide staff services

DEPARTMENTAL RECOMMENDATION: Request Board ratify and approve the contract amendment between the County of Inyo and the Inyo Local Agency Formation Commission to provide services increasing the amount of the contract from 13,531 to 24,531, and authorize the Chairperson to sign contingent upon the appropriate signatures being obtained.

SUMMARY DISCUSSION: The Inyo Local Agency Formation Commission (LAFCO) contracts with the Inyo County Planning Department for the services of LAFCO Executive Officer and support staff. The Commission contracts with the Inyo County Office of County Counsel for legal services. A single contract between Inyo LAFCO and the County of Inyo covers both staff and counsel services.

Recently, the Commission has been considering an issue in which the Southern Mono Health Care District has been working to open a new clinic within the City of Bishop within the boundaries of the Northern Inyo Hospital District without proper authorization. On June 1, 2015, Inyo LAFCO authorized the Executive Director and Counsel to seek outside counsel to represent Inyo LAFCO in this matter and to take future action to respond to the situation in an appropriate manner, including but not limited to initiation of litigation. The Commission also authorized the Executive Director to sign any contracts related to litigation on behalf of the Inyo LAFCO.

Inyo LAFCO budgeted \$13,531 in Fiscal Year (FY) 2014-2015 for staff and counsel services. Staff estimates that additional resources of approximately \$11,000 will be necessary in this FY to provide for these services to continue to respond to the situation.

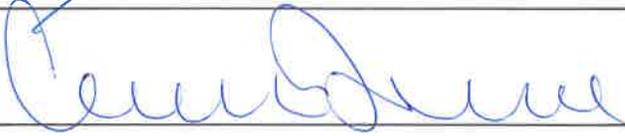
ALTERNATIVES: The Board could not approve the contract and not direct staff to provide services to Inyo LAFCO as outlined in the contract. This is not recommended as these services are needed by Inyo LAFCO, and the County is the best entity to provide them.

OTHER AGENCY INVOLVEMENT: Inyo LAFCO

FINANCING: The Inyo LAFCO FY 2014-2015 Final Budget proposes both the City of Bishop and Inyo County contribute \$5,000 in funding for the Inyo LAFCO FY 2014-2015 Budget. Funds are expended through the LAFCO Budget (451001), Professional Services & Fees (5265). Revenues are realized in the Planning Budget (023800) and the County Counsel Budget (010700), LAFCO Fees Revenue Code (4817). Costs to provide the additional services are expected to be offset by the Northern Inyo Hospital District.

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 06/10/15
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 6/10/15
PERSONNEL DIRECTOR: NA	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: 6/11/15

**AMENDMENT NUMBER ONE TO
AGREEMENT BETWEEN THE INYO LAFCO AND
THE COUNTY OF INYO
FOR THE PROVISION OF SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and the Inyo Local Agency Formation Commission (herein after referred to as "Inyo LAFCO") have entered into an Agreement for the provision of services dated July 1, 2014, a standard County of Inyo Services Contract, for the term from July 1, 2014 to June 30, 2015.

WHEREAS, County and Inyo LAFCO 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 Inyo LAFCO hereby amend such Agreement as follows:

1. Section 3(B)(C) is amended to read: Limit upon amount payable under the Agreement. Except for the amounts payable to the County under Section 6 for Defense and Indemnification, the total sum of all payments made by County to Inyo LAFCO for services and work performed under this Agreement, shall not exceed Twenty-four Thousand Five Hundred Thirty-one Dollars (\$24,531) (hereinafter referred to as "contract limit"). County expressly reserves the right to decline to perform any work or services which would be in excess of the contract limit.

The effective date of this amendment to the Agreement is June 1, 2015.

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

**AMENDMENT NUMBER ONE TO
AGREEMENT BETWEEN THE INYO LAFCO AND
THE COUNTY OF INYO
FOR THE PROVISION OF SERVICES**

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

COUNTY OF INYO

INYO LAFCO

By: _____

By: _____

Dated: _____

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



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 Closed Session Informational

FROM: Planning Department

FOR THE BOARD MEETING OF: June 16, 2015

SUBJECT: Contract between the Inyo Local Agency Formation Commission and the County of Inyo to provide staff services

DEPARTMENTAL RECOMMENDATION: Request Board approve the contract between the County of Inyo and the Inyo Local Agency Formation Commission to provide staff services in the amount not to exceed \$14,364 for the period of July 1, 2015 through June 30, 2016, and authorize the Chairperson to sign contingent upon the appropriate signatures being obtained; and direct the Planning Department and County Counsel to provide services as outlined in the contract contingent upon the Board's adoption of a Fiscal Year 2015-2016 Budget.

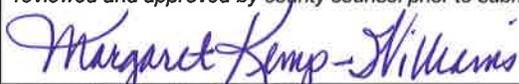
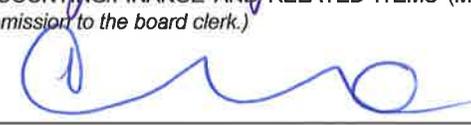
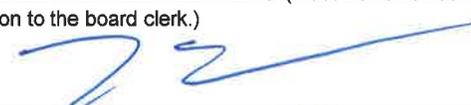
SUMMARY DISCUSSION: The Inyo Local Agency Formation Commission (LAFCO) contracts with the Inyo County Planning Department for the services of LAFCO Executive Officer and support staff. The Commission contracts with the Inyo County Office of County Counsel for legal services. A single contract between Inyo LAFCO and the County of Inyo Planning Department covers both staff and counsel services. Inyo LAFCO has budgeted \$14,364 in Fiscal Year (FY) 2015-2016 for staff and counsel services.

ALTERNATIVES: The Board could not approve the contract and not direct staff to provide services to Inyo LAFCO as outlined in the contract.

OTHER AGENCY INVOLVEMENT: Inyo LAFCO

FINANCING: The Inyo LAFCO FY 2015-2016 Final Budget proposes both the City of Bishop and Inyo County contribute \$5,000 in funding for the Inyo LAFCO FY 2015-2016 Budget. Other expenses will be provided for by fund balance. Funds are expended through the LAFCO Budget (451001), Professional Services & Fees (5265). Revenues are realized in the Planning Budget (023800) and the County Counsel Budget (010700), LAFCO Fees Revenue Code (4817).

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>06/05/15</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>06/09/15</u>
PERSONNEL DIRECTOR: <u>NA</u>	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: 6/11/15
(Not to be signed until all approvals are received)

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND THE INYO LOCAL AGENCY FORMATION COMMISSION
FOR THE PROVISION OF SERVICES**

TERM:

FROM: July 1, 2015 **TO:** June 30, 2016

SCOPE OF WORK:

SERVICES TO BE PROVIDED BY THE COUNTY

- A. Services of the appointed Executive Officer as provided by 56384(a) of the Act.
- B. Services of the appointed Legal Counsel as provided by 56384(b) of the Act.
- C. Preparing staff analyses, reports, CEQA documents, proposed findings and other agenda materials for the Inyo LAFCO relating to boundary proposals, contracts for provision of new and extended services outside city and district jurisdictional boundaries, sphere of influence amendments, periodic review of sphere of influence designations and any other matters that are within the Commission's authority under the Act.
- D. Calling, staffing, noticing, and otherwise coordinating Commission meetings in accordance with the Act and Inyo LAFCO policies and procedures.
- E. Preparing, mailing, filing, publishing and keeping records of agendas, notices and other required official documents on behalf of the Inyo LAFCO.
- F. Responding to inquiries, providing information, and technical assistance to interested public agencies and individuals.
- G. Providing supporting fiscal services such as the development of the annual Inyo LAFCO budget, management of Inyo LAFCO financial accounts including the processing of Inyo LAFCO fees and charges; the processing of payment of Commission charges and expenses, and the preparation of required fiscal reports.
- H. Informing Inyo LAFCO Commissioners of new legislation, correspondence with the Commission, CALAFCO activities, current events and matters of interest related to Inyo LAFCO.
- I. County will provide Inyo LAFCO and its officers the same broad form general liability insurance coverage as County provides for itself and its officer through the Excess Insurance Authority (EIA), including the same coverage, coverage limits, exclusions, and Self-Insured Retention (SIR).
- J. Maintain the Inyo LAFCO website in compliance with Governmental Code Section 56661.
- K. Maintain membership in CALAFCO, and provide training of LAFCO Commissioners and staff involved in support of LAFCO.

ATTACHMENT B

**AGREEMENT BETWEEN THE COUNTY OF INYO
AND THE INYO LOCAL AGENCY FORMATION COMMISSION
FOR THE PROVISION OF SERVICES**

TERM:

FROM: July 1, 2015 **TO:** June 30, 2016

HOURLY RATES (NON OVERTIME) OF COUNTY PERSONNEL INCLUDING BENEFITS:

County employees shall be at rates and benefits as set forth for such employees by the Board of Supervisors. The hourly rate for County Counsel, Deputy County Counsel, and Assistant County Counsel shall be 98.00 per hour or such rate as established by Code, whichever is higher.

**HOURLY RATES (FLAT) OF PROFESSIONAL EMPLOYEES OF OFFICE OF THE COUNTY
COUNSEL:**



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
21

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

FROM: Probation Department – Juvenile Institutions

FOR THE BOARD MEETING OF: June 16, 2015

SUBJECT: Request to approve contract between the County of Inyo and Dr. Keith Andersen for professional services.

DEPARTMENTAL RECOMMENDATION: Request Board of Supervisors 1) declare Dr. Andersen as a sole source provider; 2) approve the contract between the County of Inyo and Dr. Keith Andersen of Bishop, California, to provide professional services to the Inyo County Probation Department – Juvenile Institutions, for the period July 1, 2015 – June 30, 2016, in an amount not to exceed \$48,000; and, 3) authorize the Chairperson to sign contingent upon the future adoption of the County FY 2015-16 Budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: Inyo County Probation applied for and received Youthful Offender Block Grant (YOBG) for Fiscal Year 2015-16. YOBG funding is “to be used to enhance the capacity of county probation, mental health, drug and alcohol, and other county departments to provide appropriate rehabilitative and supervision services to youthful offenders”. Numerous projects were funded with YOBG monies, including \$48,000 to contract with a mental health provider to enhance mental health services at the Inyo County Juvenile Center. Specifically, the mental health provider would provide “medical” management, intake assessment/management, behavior management consultation, in-service training, and would conduct juvenile support and parent support groups. The YOBG Grant requires no match and “may be spent in other than the fiscal year in which the funds were allocated”.

Dr. Keith Andersen is able to provide these special services to the Inyo County Probation Department. Attached is the contract for your review. In summary, Dr. Andersen will be providing:

1. Medication Management – evaluate juveniles upon admission; when appropriate provide written referrals; and, provide written progress updates.
2. Intake for Psychotropic Medication Assessment / Management – identify mental health needs/concerns and provide information to the appropriate persons.
3. Behavior Management Consultation – provide consultation to Juvenile Center staff on an as needed basis regarding behavioral recommendations or behavior management issues.
4. Juvenile and Parent Support Groups – to conduct monthly support group meetings.
5. In-Service Training – provide Juvenile Center staff with basic behavior management techniques.

Dr. Andersen will provide professional services at the rate of \$100 per hour. Weekly billable hours shall not exceed 10 hours per week without the explicit permission of the Director of Juvenile Institutions. Travel time to and from the Juvenile Center will not be billed or reimbursable.

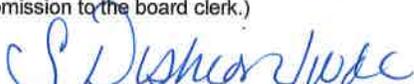
Dr. Andersen is a licensed Psychologist who has extensive experience working in secure detention institutions. He has worked with the Probation Department for the last year providing professional services within the Inyo County Juvenile Center. A renewal of his contract will provide efficiency and consistency to a very important service to the County's youth and families already in place at the Inyo County Juvenile Center.

ALTERNATIVES: Your Board could choose not to approve the contract with Dr. Andersen; however, this is not recommended. Dr. Andersen is qualified to provide the special services needed; his offices are located in Bishop; and, YOBG funds will cover the cost of his services.

OTHER AGENCY INVOLVEMENT:

FINANCING: The contract amount of \$48,000 will be budgeted in the Juvenile Institutions Budget #023100, Professional Services Object Code #5265.

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"/> 6/15/15 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"/> yes Date 6/8/2015
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 6/9/15

DEPARTMENT HEAD SIGNATURE:  (Not to be signed until all approvals are received) Date: 6/10/15

- Attachments: 1) Portions of Inyo County Contract #111
 2) Sole Source Justification Form

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: Dr. Keith Andersen is the only local Psychologist who specializes in Juveniles and is willing to work with the Juveniles and Staff at the Juvenile Center by providing referrals, progress reports, and assessments to the Probation Department.
- 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.

- 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. Dr. Andersen provides special psychological services to the Juveniles housed within the Juvenile Center. He is one of the few local Psychologists who is willing to provide services within the Juvenile Center.

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

DEPARTMENT NAME
 Probation – Juvenile Institutions

PHONE
 760-872-4111

REQUESTED SUPPLIER/CONSULTANT NAME
 Dr. Keith Andersen

SUPPLIER CONTACT PERSON
 N/A

SUPPLIER ADDRESS
 P. O. Box 873
 Bishop, CA 93515-0873

SUPPLIER CONTACT'S PHONE NUMBER
 760-873-6172

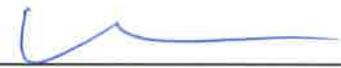
The County's Purchasing Policy Manual Section III.(E), Exceptions to the Competitive Process/Sole Source and Section IV.(I), Sole Source Requests for Independent Contractors, describe when sole sourcing is permitted. By signing below, Requestor acknowledges that he/she has read and understands the County's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



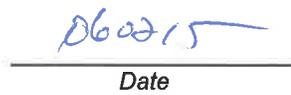
Signature of Requestor



Date



President/CEO Approval
DR. KEITH ANDERSEN



Date

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND DR. KEITH ANDERSEN
FOR THE PROVISION OF PROFESSIONAL SERVICES**

TERM:

FROM: July 1, 2015 **TO:** June 30, 2016

SCOPE OF WORK:

1. Paragraph 12.A (Records) in this Agreement is deleted in its entirety.
2. A new Paragraph 12.A shall be inserted in this Agreement which shall read as follows:

The County shall maintain all records required by the various provisions of this Agreement, federal, state, and municipal law and ordinances, regulations, and directions. The County shall be the "owner" of the records and the "holder" of the records for HIPPA purposes. The County shall maintain the records for such time and for such manner as required by law. The County shall allow Contractor reasonable access to the records to perform his services under this Agreement.

MEDICATION MANAGEMENT - Contractor will evaluate juveniles upon admission and when appropriate provide written referral for psychotropic medication evaluation to Inyo County Health and Human Services Department Psychiatrist, Inyo County Juvenile Probation Officer and Juvenile Center files. Contractor will evaluate all juveniles receiving psychotropic medications to determine efficacy and possible medication side effects and provide written progress updates to the Inyo County Health and Human Services Psychiatrist, Inyo County Juvenile Probation Officer and Juvenile Center files.

INTAKE ASSESSMENT/MANAGEMENT - Contractor to complete an Intake Assessment identifying the mental health needs/concerns of newly admitted juveniles and provide written information to the Judge assigned to juvenile matters with Inyo County Superior Court, Inyo County Juvenile Probation Department and Juvenile Center files. Intake Assessment information shall include information to assist the court with Detention Hearings, assist Juvenile Center staff in programming the juvenile, provide relevant information to the juvenile's probation officer and provide preliminary discharge recommendations.

BEHAVIOR MANAGEMENT CONSULTATION - Contractor will provide consultation to Juvenile Center staff on an as needed basis regarding behavioral recommendations for juveniles with a psychiatric diagnosis or behavior management issues.

JUVENILE SUPPORT GROUP - Contractor to conduct a Juvenile Support Group monthly. The goal of the program will be to provide discharged juveniles who are currently mandated to probation services with support, guidance and encouragement to satisfactorily complete their probation requirements and maintain behavioral gains and success achieved at the Juvenile Center.

PARENT SUPPORT GROUP - Contractor to conduct a Parent Support Group monthly. The goal of the program will be to provide parents with behavioral management techniques to assist in maintaining the juvenile's behavioral gains and success achieved at the Juvenile Center. Specific behavioral interventions will include teaching effective compliance procedures, positive reinforcement of the juvenile's appropriate behaviors and crisis intervention procedures.

IN-SERVICE TRAINING - Contractor will provide Juvenile Center staff with basic behavior management techniques to assist with behavioral programming of juveniles as requested by the Inyo County Director of Juvenile Institutions.

Weekly billable hours shall not exceed ten (10) hours per week without the explicit permission of the Deputy Director of Juvenile Institutions. All invoices shall show, in one-quarter (1/4) of an hour increments, the actual time spent in performing the described work. Travel time to and from the Juvenile Center will not be billed or reimbursable. Contractor shall maintain California Psychologist license, state required continuing medical education credits and liability insurance at own expense.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

22

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

FROM: Water Department

FOR THE BOARD MEETING OF: June 16, 2015

SUBJECT: Approval of Contract Amendment #1 between the County of Inyo and Ecological Society of America

DEPARTMENTAL RECOMMENDATION: Request your Board approve Contract Amendment #1 between the County of Inyo and the Ecological Society of America, extending the term of the contract for an additional twelve months to June 30, 2016, modify the schedule of fees, for the provision of Professional Services, and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained, and contingent upon the Board's adoption of a FY 2015-16 budget.

SUMMARY DISCUSSION: Your Board approved the contract between the County of Inyo and the Ecological Society of America on January 13, 2015 for the provision of professional services in an amount not to exceed \$150,000 for the period of July 1, 2014 through June 30, 2015. On June 4, 2015, the Standing Committee approved to extend the Coop Studies Funding Agreement an additional twelve months to June 30, 2016.

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

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

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

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

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

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

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>06/05/15</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>06/11/2015</u>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

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



Date: 6/5/15

**AMENDMENT NUMBER ONE TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
ECOLOGICAL SOCIETY OF AMERICA
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and ECOLOGICAL SOCIETY OF AMERICA _____, of _____ (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated JANUARY 13, 2015, on County of Inyo Standard Contract No. 156, for the term from JANUARY 13, 2015 to JUNE 30, 2015.

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

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

County and Contractor hereby amend such Agreement as follows:

Amend the contract by extending the term to June 30, 2016 and amending the Schedule of Fee's per Attachment B.

The effective date of this Amendment to the Agreement is June 16, 2015.

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

ATTACHMENT B

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

TERM:

FROM: JULY 1, 2014 **TO:** JUNE 30, 2016

SCHEDULE OF FEES:

ESA Staff	Rate
Science Program Director	\$131.16/hour
Science Program Assistant	\$ 27.82/hour
Science Review Panel members	\$1273.90/day;maximum rate
Other	
Conference calls organized by ESA	At cost via ESA Reservationless Plus account



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: Water Department

FOR THE BOARD MEETING OF: June 16, 2015

SUBJECT: Approval of Contract Amendment #1 between the County of Inyo and Susan Carpenter

DEPARTMENTAL RECOMMENDATION: Request your Board approve Contract Amendment #1 between the County of Inyo and Susan Carpenter, extending the term of the contract for an additional twelve months to June 30, 2016, for the provision of Facilitator Services, and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained, and contingent upon the Board's adoption of a FY 2015-16 budget.

SUMMARY DISCUSSION: Your Board approved the contract between the County of Inyo and Susan Carpenter on January 20, 2015 for the provision of facilitator services in an amount not to exceed \$150,000 for the period of December 16, 2014 through June 30, 2015. The Standing Committee approved to extend the Coop Studies Funding Agreement an additional twelve months to June 30, 2016.

Your Board approved the Coop Studies funding agreement and Memorandum of Understanding (MOU) for the Green Book Revision Effort on February 19, 2013. The Coop Studies funding is in the amount of \$300,000 which includes \$150,000 to Susan Carpenter for facilitator services and \$150,000 to the Ecological Society of America for consultation, analytical, and peer review services.

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

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

The project to develop vegetation monitoring and analytical methods follows procedures endorsed by the Inyo/Los Angeles Standing Committee which provide for obtaining the assistance of facilitators and scientific peer review panels. The Water Department and LADWP have selected Ms. Susan Carpenter for the role of facilitator for the project to revise the vegetation monitoring provisions of the Green Book. The Facilitator will be responsible for assisting project scheduling and tracking, leading meetings of Inyo and LADWP staff and ESA scientists, and reporting progress to the Inyo/Los Angeles Technical Group and Standing Committee. Administration and payment for facilitation services will be in accordance with funding agreements for Cooperative Studies pursuant to Section IX of the Water Agreement. In

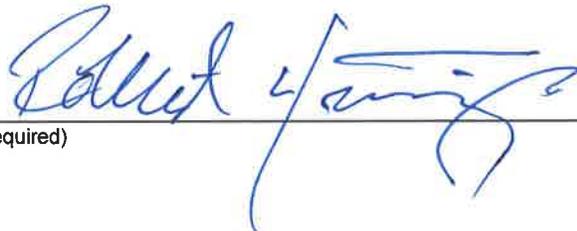
Memorandum of Understanding (MOU) approved by the Board of Supervisors in July, 2014. Copies of the MOU and the Cooperative Studies Funding Agreements are attached.

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

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

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

<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>06/10/2015</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: <u>yes</u> Date <u>06/10/2015</u>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 6.8.2015
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

**AMENDMENT NUMBER ONE TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
SUSAN CARPENTER
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and
SUSAN CARPENTER, of _____
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent
Contractor Services dated JANUARY 20, 2015, on County of Inyo Standard
Contract No. 156, for the term from DECEMBER 16, 2014 to JUNE 30, 2015.

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

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

County and Contractor hereby amend such Agreement as follows:

Amend the contract by extending the term to June 30, 2016.

The effective date of this Amendment to the Agreement is June 16, 2015.

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

AMENDMENT NUMBER ONE TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
SUSAN CARPENTER
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
24

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

FROM: AUDITOR-CONTROLLER

FOR THE BOARD MEETING OF: June 16, 2015

SUBJECT: Presentation of the County Financial Statements

DEPARTMENTAL RECOMMENDATION:

Present the fiscal year ending June 30, 2014 County Financial Statement to the Board of Supervisors.

SUMMARY DISCUSSION:

Present and discuss the County Financial Statements ending on June 30, 2014 to the Board of Supervisors.

ALTERNATIVES:

FINANCING:

<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: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: _____ Date: _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: _____ Date: _____

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

Andy Shepherd

Date: 6/8/15



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: AUDITOR-CONTROLLER/COUNTY ADMINISTRATOR

FOR THE BOARD MEETING OF June 16, 2015

SUBJECT: RECOGNIZE UNANTICIPATED ONE-TIME FUNDING AND AMEND FISCAL YEAR 2014-2015 BUDGET

DEPARTMENTAL RECOMMENDATION:

- 1) Request your Board amend the Fiscal Year 2014-2015 General Revenue & Expenditure (Budget # 011900) as follows: increase estimated revenue in Object Code Miscellaneous Revenue (Revenue Code #4959) by \$56,097 and increase appropriation in Object Code Operating Transfers Out (Object Code #5801) by \$56,097 and amend the Fiscal Year 2014-2015 CAO-ACO (Budget # 010201) as follows: increase estimated revenue in Object Code Operating Transfers In (Revenue Code #4998) by \$56,097.
- 2) If desired, provide alternate direction regarding use of SB 90 refund if received prior to end of this Fiscal Year.

SUMMARY DISCUSSION:

In 2009, a case was filed against Office Depot for overcharging consumers for contracted pricing. Inyo County was named as a plaintiff in the case and, as a result, received a one-time settlement of \$56,097. Since these are one-time revenues, transferring these funds to the CAO-ACO budget would allow for the funds to be used for future one-time expenses or capital projects. This is consistent with past conservative budgeting practices and policies in which the County uses one-time funding for one-time costs.

Similarly, later this month or next month, the County is expected to receive \$473,860 in SB 90 reimbursement claims. Again, this will be one-time money and it is not advisable to appropriate these funds to pay for on-going costs. If received by the end of the Fiscal Year and unless otherwise directed, the CAO and Auditor-Controller intends to place this one-time money in the Accumulated Capital Outlay (ACO) budget consistent with the authority granted by your Board as part of its approval of the Third Quarter Financial Review. In the Preliminary Budget your Board is being asked to approve, there is over in \$4,000,000 in anticipated FAA grant funding, this funding will require matching funds and this SB 90 revenue could be used to provide the matching funds and/or help fund any number of capital projects in the County. (If the money is received in July, it will be accounted for as part of the Fiscal Year 2015-2016 Recommended Budget.) However, your Board may wish to direct any SB 90 revenue received this year be used for other one-time uses (e.g., General Reserves, Economic Stabilization, OPEB Trust, etc.)

ALTERNATIVES:

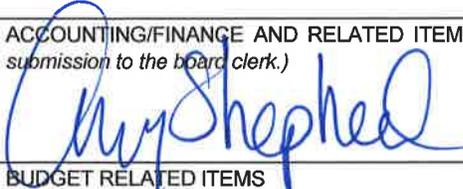
Your Board could choose to not approve the budget amendment and let the funds fall to Fund Balance. This is not recommended because it is one-time funding.

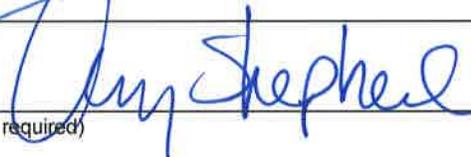
OTHER AGENCY INVOLVEMENT:

FINANCING:

The Office depot funds have already been received and will be deposited in 011900 General Revenues & Expenditures. Staff is waiting on possible direction from your Board to place the SB90 funds.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>6/11/15</u>
BUDGET OFFICER:	BUDGET RELATED ITEMS  Approved: <u>Yes</u> Date <u>06-11-15</u>

DEPARTMENT HEAD SIGNATURE:  Date: 6/11/15
(The Original plus 20 copies of this document are required)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

26

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

FROM: HEALTH & HUMAN SERVICES – ESAAA

FOR THE BOARD MEETING OF: June 16, 2015

SUBJECT: Authorization to hire one full time Human Services Supervisor in the ESAAA Long-Term Care Ombudsman Program.

DEPARTMENTAL RECOMMENDATION:

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

- A. the availability of funding for the requested positions exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller, and
- B. whereas internal candidates meet the qualifications for the position, the vacancy may be filled through an internal recruitment,
- C. approve the hiring of one Human Services Supervisor at (Range 70, \$4,305 - \$5,236).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

We are requesting this position due to a vacancy as the result of the promotion of the Human Services Supervisor in the ESAAA Long-Term Care Ombudsman Program to the HHS Management Analyst position as of May 21, 2015. The Human Services Supervisor acts as the ESAAA Long-Term Care Ombudsman Program Coordinator and oversees certified volunteers that work in the Residential Care Facilities for the Elderly and Skilled Nursing Facilities in Inyo County. The ESAAA Long-Term Care Ombudsman Program provides an important advocacy role for vulnerable long-term care residents, ensuring their needs are met and their rights and choices are honored. The Long-Term Care Ombudsman is also mandated to receive and investigate reports of suspected abuse in Residential Care Facilities and Skilled Nursing Facilities. The CA Department of Aging, State Long-Term Care Ombudsman's Office requires specific minimum qualifications and training for certification as the program coordinator. Beginning April 1, 2013 the Long-Term Care Ombudsman Program was brought under ESAAA and HHS. HHS continues to blend HHS funding to make this a full time position. The Human Services Supervisor position will continue to oversee the recruitment and recognition of volunteers.

HHS is respectfully requesting authorization to fill the Human Services Supervisor position in the ESAAA Long-Term Care Program.

ALTERNATIVES:

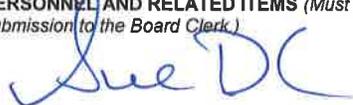
The Board could choose not to allow HHS to replace the Human Services Supervisor position. As a result, we would be out of compliance with the Department of Aging, as well as leaving vulnerable residents with no advocacy or voice.

OTHER AGENCY INVOLVEMENT:

California Department of Aging (CDA) – State Long-Term Care Ombudsman’s Office.

FINANCING:

State and Federal funding and Mental Health Realignment. This position is budgeted as follows: 15% Mental Health (045200); 25% SUD (045315); and 60% ESAAA (683000) in the Salaries and Benefits object codes.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> N/A 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>6/4/2014</u> Date: _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: <u>J 6/3/15</u> Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 6-3-15



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER AGENDA NUMBER 21

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: June 16, 2015

SUBJECT: Request to alter the HHS departmental authorized strength, and hire an Office Technician III and an Office Clerk II in the Social Services division.

DEPARTMENTAL RECOMMENDATION:

Request your Board:

1. Change the Authorized Strength in the Health and Human Services Social Services division by:
 - a. Deleting one full time Administrative Secretary I-III career ladder at Range 56 (\$3,101 - \$3,764) to Range 64 (\$3,735 - \$4,539)
 - b. Adding one full time Office Clerk I-III career ladder at Range 48 (\$2,581 - \$3,128) to Range 52 (\$2,824 - \$3,431)
2. Find that, consistent with the adopted Authorized Position Review Policy:
 - a. the availability of funding for an Office Technician III and an Office Clerk II exists, 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 vacancies could possibly be filled through an internal recruitment; and
 - c. approve the hiring of one Office Technician III, Range 63 (\$3,643 - \$4,433) and one Office Clerk II, Range 50 (\$2,695 - \$3,277).

CAO RECOMMENDATION:

County Code Section 2.08.040(E) sets forth a policy whereby no new positions are to be created or filled in any fiscal year after adoption of the County Budget, unless made necessary by unforeseen or unanticipated emergencies and recommended by the County Administrator. Consistent with County Code, I am in support of the department's request and recommend abolishing the Administrative Secretary series I-III and creating the a full-time Office Clerk series I-III in the department's authorized strength.

The change to the departments authorized strength will create the opportunity to for current and future budgetary savings while enhancing department efficieneis and creating budgetary flexibility. For these reasons, it is not advisable to wait until the Fiscal Year 2015-2016 Budget process to recommend these changes and I recommend that your Board act on them today.

SUMMARY DISCUSSION:

An Office Technician III in the HHS Social Services division recently accepted a lateral transfer to our Public Health and Prevention Services position and, more recently, the Administrative Secretary for the division accepted a position within the same division as an Integrated Caseworker. The resulting vacancies provide the Department the opportunity to reevaluate our staffing levels and make recommendations that will ensure the highest level of efficiency and effectiveness.

The Administrative Secretary position provides direct support to the HHS Deputy Director, Social Services and Aging Programs, who manages the Adult and Children's Services division, the Employment and Eligibility division, the Wraparound program and the Senior Services programs, including ESAAA and I.C. GOLD. The position monitors the multiple task deadlines of the manager's position, tracks mandated training requirements, coordinates purchasing and work order issues for the various sites, and assists with other administrative duties as needed. This position is housed in the Employment and Eligibility division offices where the Office Technician III is housed. The Office Technician III supervises Office Clerk staff, as well as providing reception and general clerical duties for this very busy front office. In addition, the position provides some basic support to the Human Services Supervisors in addressing administrative details.

It appears that these two positions could be restructured in a manner that would allow for a more cost effective and efficient manner of service provision. Assigning the administrative support duties of the Administrative Secretary to the Office Technician III position, eliminating the Administrative Secretary position and adding an Office Clerk II to ensure that the reception and general office needs are able to be met would ensure not only that the administrative support needs for the division are being met, but it would also ensure that the Employment and Eligibility front office, which has constant public interaction, both in person and with a heavy call volume, reception and clerical needs are fully met.

The Department is respectfully requesting authorization to fill the upcoming Administrative Secretary vacancy with an Office Clerk II, as well as to fill the Office Technician III vacancy.

ALTERNATIVES:

Denying this request would mean inadequate oversight of the busy front office of Employment and Eligibility, which may impact consumer service, data entry, and timely response to building issues. Additionally, these duties, which would be absorbed by existing staff and the HHS Deputy Director, may result in a failure to meet multiple deadlines and with the division manager being left with insufficient support to address the wide-range of administrative details.

OTHER AGENCY INVOLVEMENT:

Juvenile Court, Juvenile and Adult Probation, Toiyabe Family Services, local Indian tribes, Behavioral Health, Public Works, Fiscal, Sheriff's Office, District Attorney, Bishop Police Department and Wild Iris.

FINANCING: State, Federal, and Social Services Realignment funds. These positions are currently budgeted in the Social Services Budget (055800) in the Salary and Benefits object category. No County General Funds.

APPROVALS	
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>Approved: <u>NIA</u> Date: <u>—</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>Approved: <u>[Signature]</u> Date: <u>6/5/2015</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: <u>[Signature]</u> Date: <u>6/5/15</u></p>

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

[Signature] 6-5-15



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: Public Works

FOR THE BOARD MEETING OF June 16, 2015

SUBJECT: 2014-2015 Budget Amendment for Bishop Airport Budget

DEPARTMENTAL RECOMMENDATION:

- 1) Request your Board amend the Fiscal Year 2014-2015 Bishop Airport (Budget # 150100) as follows: increase estimated revenue in Object Code Non Tax-Jet Fuel Military (Revenue Code #4937) by \$54,000 and increase appropriation in Object Code Fuel, Oil, & Water for Resale (Object Code #5361) by \$54,000. (Requires 4/5 vote)

SUMMARY DISCUSSION:

Due to the increased average of military fuel sales, we anticipate needing an additional \$54,000 budgeted in 5631. There will be an offset in correlating revenue. In our original budget process, we were making conservation estimates.

ALTERNATIVES:

The board could choose not to approve the budget amendment, however it is not recommended because without budget for fuel, we are not able to sell any more fuel, therefore we will not receive any further revenue.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This budget amendment will increase overall revenue and expenditures in the airport budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>[Signature]</u> Date <u>6/11/15</u>
BUDGET OFFICER:	BUDGET RELATED ITEMS Approved: <u>X</u> Date <u>06-11-2015</u>

DEPARTMENT HEAD SIGNATURE: [Signature] Date: 6/11/15
(The Original plus 20 copies of this document are required)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 29
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- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Schedule time for
 Closed Session
 Informational

FROM: Public Works Department

FOR THE BOARD MEETING OF: June 16, 2015

SUBJECT: Award of the construction contract for the South Bishop Improvement Project.

DEPARTMENTAL RECOMMENDATIONS: Request that the board:

1. Award the construction contract for the project to Griffith Company of Bakersfield, California in the amount of \$1,677,222.00;
2. Authorize the chairperson to execute the contract; contingent upon obtaining appropriate signatures;
3. Authorize the Public Works Director to execute all other contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable law.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: At the April 21, 2015 meeting of the Board of Supervisors, the board approved the plans and specification for the South Bishop Improvement Project, and authorized the public works director to advertise for bids for the project.

The South Bishop Improvement Project consists of two projects which will be constructed at the same time:

1) The Sunland Drive Reconstruction Project RPL-5948(06) consists of pulverizing the existing pavement on Sunland Drive; installing 2 inches of hot mix asphalt pavement (HMA) on the reconstructed material on what will be the two new 11-foot wide vehicle lanes of Sunland Drive; adjusting survey monuments to grade; installing concrete sidewalk, curb, gutter, and an ADA ramp; installing shoulder backing, installing/replacing roadside signs, painting centerline striping, and painting pavement markings. This project is federally funded.

2) The Sunland Drive Bicycle Lanes Project RPSTPLE-5948(077) generally consists of widening Sunland Drive to accommodate two 4-foot wide bicycle lanes on each side of the road; installing 2 inches of HMA on the bicycle lanes (which will be done contiguously with paving the vehicle lanes); installing shoulder backing; and installing bicycle lane striping, signs, and pavement markings. This project is federally funded.

On Friday June 5, 2015, bids were opened for the South Bishop Improvement Project. Five companies submitted bids:

Griffith Company of Bakersfield, California	\$1,677,222.00
Granite Construction of Bakersfield, California	\$1,764,318.90
Cutting Edge Concrete Services, Inc. of Oro Grande, California	\$1,883,516.00

Spiess Construction Co., Inc. of Santa Maria, California
Wm. Kanayan Construction of Rim Forest, California

\$1,923,425.90
\$2,148,991.30

Because the project is federally funded, the bidders were also required to comply with the county's Disadvantaged Business Enterprise (DBE) Program to be considered responsive to the requirements of the bid proposal. Each bidder was required to submit documentation that the bidder can meet or exceed DBE contract goal for subcontractor participation, or submit documentation of adequate Good Faith Efforts to make work available to DBE subcontractors.

Based on Griffith Company's bid of \$1,677,222.00, the total cost of construction of the project, including contingencies, is estimated at approximately \$1,996,944.20. The County will be reimbursed for \$1,868,383 construction costs through the Regional Improvement Program (RIP), Regional Improvement Program Transportation Enhancement (RIPTE) and the Toll Credits Program. Due to escalated construction costs over time, the construction component of the project was delayed due to the need to align the reconstruction and bike lanes projects and they be constructed simultaneously. According to the timely use of funds requirement for STIP-funded projects, the contract for the project must be awarded before June 30, 2015 or the funds will be rescinded. To ensure construction contract change orders, construction engineering, and materials testing costs for the project can be fully reimbursed, the county will request that the Local Transportation Commission (LTC) approve an additional \$130,000 of Transportation Enhancement Act (TEA) Exchange Funds. This request was agendized for the LTC meeting that will be held June 2015.

The County will be reimbursed up to a total of \$1,998,383 therefore, because there is adequate funding for the project, and the low bidder, Griffith Company, is responsive to all requirements of the bid proposal, the Public Works Department requests that the board award the contract for the South Bishop Improvement Project to Griffith Company.

The road will not be closed during construction. The contractor will provide for one-lane traffic control during portions of the work. The local radio stations will be requested to broadcast a Public Information Bulletin about the project prior to the start of construction, and the local residents and emergency response agencies will also be informed of the project. Construction area signs will be installed in the project vicinity to inform the travelling public of the project. The construction time for this project is anticipated to be approximately 75 working days. Construction is anticipated to begin during July.

ALTERNATIVES:

The board could reject all bids. This is not recommended because reconstruction to Sunland Drive is necessary to improve the PCI, ride quality and maintainability and improve safety for bicyclists, provide a route from Bishop City Center to Wilkerson, and an alternative route for bicyclists traveling on U.S 395. A delay may also affect the availability of Regional Improvement Program (RIP), Regional Improvement Program Transportation Enhancement Funds (RIPTE) and the Toll Credits Program funding..

OTHER AGENCY INVOLVEMENT:

The auditor's office to make payments to the contractor after the contract is awarded
County counsel to review and approve contract documents.
Caltrans to reimburse the county for project costs as described below

FINANCING: Section 1044 of the Intermodal Surface Transportation Efficiency Act permits states to apply the value of certain highway expenditures funded with toll revenues toward the required state match on current federal-aid projects. Regional Improvement Program (RIP), Regional Improvement Program Transportation Enhancement (RIPTE) will reimburse the county for 88.53 percent of the construction and construction engineering costs of the project, and the Toll Credits Program will pay the remaining 11.47

percent match. The County will be reimbursed for \$1,868,383 construction costs through the Regional Improvement Program (RIP), Regional Improvement Program Transportation Enhancement (RIPTE) and the Toll Credits Program. It is expected LTC approve the request for an additional \$130,000 in TEA Exchange funds and \$1,988,383 of the construction and construction engineering costs of the project can be reimbursed.

The cost of the construction contract will be paid through budget unit 034601 State Funded Roads Projects, object code 5729, South Bishop Resurfacing \$1,114,662.00, and object code 5737, Sunland Bike Lanes Project \$562,560 with a total contract amount of \$1,677,222.00. The costs for the South Bishop Improvement Project will be reimbursed by RIP and Toll Credits (South Bishop Resurfacing) and RIPTE and Toll Credits. These programs and Toll Credit procedures require reimbursement to local agencies upon submittal of progress invoices for expenditures actually made. Therefore, these funds will be loaned from the road fund and reimbursed with RIP/RIPTE funds.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) <i>Margaret Kemp-Williams</i> Approved: <input checked="" type="checkbox"/> Date <u>06</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>06/09/2018</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: *At J Dm* Date: 6/09/18
 (Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
30

FROM: Public Works Department

FOR THE BOARD MEETING OF: June 16, 2015

SUBJECT: Amendment No.'s 5 and 6 to the Master Agreement between the County of Inyo and Wadell Engineering Corporation (WEC) of Burlingame, California for providing on-call Airport Engineering and Planning Services. Amendment No. 5 is for performing design services at Bishop Airport for the Airfield Pavement Crack Repairs, Pavement Sealing and Paint Marking, and Terminal Area Security Fencing Project; and, Amendment No. 6 is for performing design services at the Independence Airport for the Runway 14-32 Crack Repairs, Pavement Sealing and Paint Marking Project.

DEPARTMENTAL RECOMMENDATIONS:

1. Request your Board approve Amendment No. 5 between the County of Inyo and WEC for airport engineering and planning services in an amount not to exceed \$202,970.00, increasing the total contract amount from \$1,133,625.00 to \$1,336,595.00;
2. Request your Board approve Amendment No. 6 between the County of Inyo and WEC for airport engineering and planning services in an amount not to exceed \$60,985.00, increasing the total contract amount from \$1,336,595.00 to \$1,397,580.00; and,
3. Authorize the chairperson to execute Amendment No.'s 5 and 6, contingent upon obtaining appropriate signatures; and upon adoption of future budgets.

CAO RECOMMENDATION: (N/A)

SUMMARY DISCUSSION:

On June 11, 2013, the County awarded a 5 ½ year master agreement to WEC to provide engineering and planning services for various Airport Improvement Projects on an as-needed basis. This Master Agreement requires Amendments be executed in order to add specific County Airport projects that require WEC services. Previously, your Board has approved the following four (4) Amendments to this Master Agreement (listed by Amendment Number):

1. Bishop Airport Runway 16-34 Pavement Reconstruction (design only) and Airfield Lighting, Signing, and Visual Aids Rehabilitation Project (design only); Bishop Airport Master Plan Update and Airport Layout Plan;
2. Lone Pine Airport – Automated Weather Observing System (AWOS AV) project (design and construction support);
3. Lone Pine Airport – Master Plan Update and Airport Layout Plan (report preparation); and,
4. Bishop Airport – Construction Support Services for the Airfield Lighting, Signing, and Visual Aids Rehabilitation Project.

On December 12, 2014, Public Works submitted an Airport Improvement Program (AIP) Grant application to the Federal Aviation Administration (FAA) to fund 90% of the costs associated with the design and construction of a combined project composed of the following four (4) separate projects at the Bishop Airport:

1. Airfield Pavement Crack Repairs;
2. Airfield Pavement Sealing and Markings;
3. Terminal Area Security Fencing with Vehicle and Pedestrian Gates; and,
4. Purchase and Installation of Phase 2 Airfield Lighting Equipment.

In order to meet the FAA schedule deadline for awarding 2015 AIP Grants, Wadell Engineering Inc. has been proceeding with the preparation of design plans and specifications for the above combined project in order to submit to FAA for project approval and issuance of the AIP Grant. If approved, this Amendment No. 5 would provide for payment to Wadell Engineering Inc. for the design work associated with the above noted projects.

June 16, 2015

Agenda Request Form: Amendment No.'s 5, 6 – Wadell Engineering Corporation

Page 2 of 2

On May 4, 2015, Public Works submitted an AIP Grant application to the FAA to fund 90% of the costs associated with the design and construction of the Independence Airport Runway 14-32 Pavement Crack Repairs, Sealing and Markings. WEC is also currently working on design plans and specifications for this project in order to meet the FAA 2015 AIP Grant schedule.

Amendment No. 5 will be funded through the Public Works Department Budget Unit 630303, *Bishop Airport Improvement Projects*. Amendment No. 6 will be funded through the Public Works Department Budget Unit 150402, *Independence Airport Improvement Projects*. Both Amendments will utilize the following object codes for expenditures and revenues as shown below:

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

ALTERNATIVES:

The Board could choose not to approve Amendment No.'s 5 and 6 to provide design services for the current Bishop Airport – Airfield Pavement Crack Repairs, Pavement Sealing and Paint Marking, and Terminal Area Security Fencing Project and, the Independence Airport – Runway 14-32 Pavement Crack Repairs, Pavement Sealing and Marking Project. This is not recommended, because both projects will be funded by the FAA.

OTHER AGENCY INVOLVEMENT:

The Auditor's Office to make payments to the consultant after Contract Amendment No.'s 5 and 6 are executed; and, the Office of County Counsel to review and approve Amendment No.'s 5 and 6 to the Master Agreement.

FINANCING:

Up to 90% of the cost for Amendment No.'s 5 and 6 will be reimbursed by the FAA grant, and up to 4.5% of the FAA AIP Grant amount will be reimbursed by expected Calif. Division of Aeronautics (CDA) grants. The remaining costs will be funded by an in-kind match from the Public Works Department Budget Unit 630303, Bishop Airport Improvement Projects and Public Works Department Budget Unit 150402, Independence Airport Improvement Projects. The FAA and CDA grants require reimbursement to local agencies upon submittal of progress invoices for expenditures actually made. Therefore, these grants will require temporary loans.

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>6/11/15</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: <u>yes</u>	Date <u>6/11/2015</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: _____	Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) [Signature] Date: 6/11/15

AMENDMENT NO. 5
To
Agreement Between COUNTY OF INYO and
Wadell Engineering Corporation
For
On-Call Airport Engineering and Planning Services

**BISHOP AIRPORT – DESIGN OF AIRFIELD PAVEMENT CRACK REPAIRS, PAVEMENT SEALING
AND PAINT MARKING, AND TERMINAL AREA SECURITY FENCING PROJECT**

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

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

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

County and Consultant hereby amend such Agreement as follows:

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

“The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed one million, three hundred thirty six thousand, five hundred ninety five dollars and no cents (\$1,336,595.00) (hereinafter referred to as “Contract limit”).
2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks for the Design of Airfield Pavement Crack Repairs, Pavement Sealing and Paint Marking, and Terminal Area Security Fencing at Bishop Airport, as described in Wadell Engineering Corporation’s proposal entitled Scope of Work, Bishop Airport – Design for Airport Sealing, Marking & Fencing, which is included as Attachment A-5 to the Contract.
3. Wadell Engineering Corporation’s fee for the scope of work described in Attachment A-5 to the Contract shall be the lump-sum, fixed-price fee of \$202,970.

The effective date of this amendment to the Agreement is June 16, 2015.

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

AMENDMENT NO. 5
To
Agreement Between COUNTY OF INYO and
Wadell Engineering Corporation
For
On-Call Airport Engineering and Planning Services

**BISHOP AIRPORT – DESIGN OF AIRFIELD PAVEMENT CRACK REPAIRS, PAVEMENT SEALING
AND PAINT MARKING, AND TERMINAL AREA SECURITY FENCING PROJECT**

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: Robert P. Wadell

Dated: 6-10-15

Taxpayer's Identification Number:

94-2250346

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

**BISHOP AIRPORT
 DESIGN FOR AIRPORT SEALING, MARKING & FENCING PROJECT**

TERM:

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

SCOPE OF WORK:

The Scope of Work described in the original contract, dated June 11, 2013, is revised to include additional tasks required for the **Bishop Airport – Design for Airport Sealing, Markings & Fencing Project**. The scope of services and lump-sum fixed-price fee for these services shall be in general accordance with Wadell Engineering Corporation's proposal entitled SCOPE OF WORK, Bishop Airport – Design for Airport Sealing, Marking & Fencing Project, which is included in this Attachment A-5.

**ATTACHMENT A
 SCOPE OF WORK
 BISHOP AIRPORT
 DESIGN FOR AIRPORT SEALING, MARKING & FENCING PROJECT**

The project includes consultant design of the following items: 1.) Crack sealing & repair, slurry seal coat, and paint marking of all runways, helipads, taxiways and aprons; and, 2.) Terminal fencing, 3 auto access gates and 4 pedestrian gates. The crack repair design includes coring of pavements to determine representative repair thickness and field investigation to determine approximate total lengths of the more noticeable and significant cracks.

The Consultant services include field investigation, preparation of design plans, specifications and cost estimates, project design report, FAA 7460-1 form, construction closure and safety plan, contractor inquiry assistance during bidding, and assistance with FAA / TSA and State Aeronautics coordination as requested by the County.

The Consultant will provide one PDF and one printed copy of the plans, specifications, cost estimate and design reports, a CD of the final work and 10 printed sets of the entire bid documents. Bid plans will be on Consultant title block with County designation and in 11"x17" print format.

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

The County will provide available base maps, previous topographic and geotechnical surveys, environmental reports and clearances (if any), public advertisements, notices and any additional printing of bid documents beyond the 10 Consultant furnished copies.

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

END OF DOCUMENT

AMENDMENT NO. 6
To
Agreement Between COUNTY OF INYO and
Wadell Engineering Corporation
For
On-Call Airport Engineering and Planning Services

**INDEPENDENCE AIRPORT – DESIGN FOR RUNWAY 14-32 PAVEMENT CRACK REPAIRS,
PAVEMENT SEALING AND PAINT MARKINGS PROJECT**

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

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

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

County and Consultant hereby amend such Agreement as follows:

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

“The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed one million, three hundred ninety seven thousand, five hundred eighty dollars and no cents (\$1,397,580.00) (hereinafter referred to as “Contract limit”).
2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for the Design of Airport Pavements Sealing, Marking, and Fencing at Independence Airport, as described in Wadell Engineering Corporation’s proposal entitled *Scope of Work, Independence Airport – Design For Runway Pavement Repair, Sealing & Marking*, which is included as Attachment A-6 to the Contract.
3. Wadell Engineering Corporation’s fee for the scope of work described in Attachment A-6 to the Contract shall be the lump-sum, fixed-price fee of \$60,985.

The effective date of this amendment to the Agreement is June 16, 2015.

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

AMENDMENT NO. 6
To
Agreement Between COUNTY OF INYO and
Wadell Engineering Corporation
For
On-Call Airport Engineering and Planning Services

**INDEPENDENCE AIRPORT – DESIGN FOR RUNWAY 14-32 PAVEMENT CRACK REPAIRS,
PAVEMENT SEALING AND PAINT MARKINGS PROJECT**

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

COUNTY OF INYO

CONSULTANT

By: _____

By: Robert P. Wadell

Dated: _____

Dated: 6-10-15

Taxpayer's Identification Number:

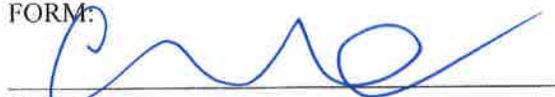
APPROVED AS TO FORM AND
LEGALITY:

94-2250346



County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

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

**INDEPENDENCE AIRPORT
DESIGN OF RUNWAY 14-32 PAVEMENT CRACK REPAIRS, PAVEMENT SEALING AND
PAINT MARKINGS PROJECT**

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

SCOPE OF WORK:

The Scope of Work described in the original contract, dated June 11, 2013, is revised to include additional tasks required for the **Independence Airport – Design For Runway Pavement Repair, Sealing & Marking Project**. The scope of services and lump-sum fixed-price fee for these services shall be in general accordance with Wadell Engineering Corporation's proposal entitled SCOPE OF WORK, Independence Airport – Design For Runway Pavement Repair, Sealing & Marking, which is included in this Attachment A-6.

**ATTACHMENT A
SCOPE OF WORK
INDEPENDENCE AIRPORT
DESIGN FOR RUNWAY PAVEMENT REPAIR, SEALING & MARKING**

The project includes consultant design of (1) crack sealing & repair, slurry seal coat, and paint marking of the 3,533' runway 14-32 including southwest entrance/exit taxiway (to hold lines). The crack repair design includes coring of pavements to determine representative repair thickness and field investigation to determine approximate total lengths of the more noticeable and significant cracks.

The Consultant services include field investigation, preparation of design plans, specifications and cost estimates, project design report, FAA 7460-1 form, construction closure and safety plan, contractor inquiry assistance during bidding, and assistance with FAA / State Aeronautics coordination as requested by the County.

The Consultant will provide one PDF and one printed copy of the plans, specifications, cost estimate and design reports, a CD of the final work and 10 printed sets of the entire bid documents. Bid plans will be on Consultant title block with County designation and in 11"x17" print format.

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

The County will provide available base maps, previous topographic and geotechnical surveys, environmental reports and clearances (if any), public advertisements, notices and any additional printing of bid documents beyond the 10 Consultant furnished copies.

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

END OF DOCUMENT



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
31

FROM: County Administrator/Public Works Department

FOR THE BOARD MEETING OF: June 16, 2015

SUBJECT: Approval of Amendment No. 7 to the master agreement between the County of Inyo and Wadell Engineering Corporation (WEC) of Burlingame, California for providing on-call Airport Engineering and Planning Services, for performing design services on the Bishop Airport – Passenger Traffic Study Phase I

DEPARTMENTAL RECOMMENDATIONS:

1. Request your board approve Amendment No. 7 between the County of Inyo and WEC for airport planning services in an amount not to exceed \$35,790.00, increasing the total contract amount from \$1,397,580.00 to \$1,433,370.00; and,
2. Authorize the chairperson to execute Amendment No. 7, contingent upon obtaining appropriate signatures; and upon adoption of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On June 11, 2013, the County awarded a 5 ½ year master agreement to WEC to provide engineering and planning services for various Airport Improvement Projects on an as-needed basis. This Master Agreement requires Amendments be executed in order to add specific County Airport projects that require WEC services. Previously, your Board has approved six (6) Amendments to this Master Agreement consisting of the following projects:

1. Bishop Airport Runway 16-34 Pavement Reconstruction (design only) and Airfield Lighting, Signing, and Visual Aids Rehabilitation Project (design only); Bishop Airport Master Plan Update and Airport Layout Plan;
2. Lone Pine Airport – Automated Weather Observing System (AWOS AV) project (design and construction support);
3. Lone Pine Airport – Master Plan Update and Airport Layout Plan (report preparation); and,
4. Bishop Airport – Construction Support Services for the Airfield Lighting, Signing, and Visual Aids Rehabilitation Project.
5. Bishop Airport-Airfield Pavement Crack Repairs, Pavement Sealing and Paint Marking, and Terminal Area Security Fencing Project Design.
6. Independence Airport-Runway 14-32 Crack Repairs, Pavement Sealing and Paint Marking Project.

WEC has been working to complete the Airport Layout Plan (ALP) for the Bishop Airport. In preparing the ALP, WEC and County staff have been evaluating the requirements and necessary actions to provide commercial air service at the Bishop Airport. This has included a number of meetings with the manager of the FAA's Western Region. Staff believes that we have a good handle on the physical requirements for commercial air service. However, one of things necessary to further evaluate the possibility of such service is a Passenger Traffic Survey and ultimately Passenger Traffic Forecasts.

The scope of work for the survey has been broken into two phases. The first phase consists of gathering market data and meeting with 3 airlines in person at their corporate offices to discuss the market data and making contact through other means with 3 additional airports. The purpose of the meeting would be to obtain their input on:

1. The airline's existing and future plans for commercial service to the Eastern Sierra region, including frequencies, aircraft types, markets, and seasonal service
2. The need for subsidies in starting and continuing commercial service to the Eastern Sierra region
3. The advantages and disadvantages of providing service at the Bishop Airport

June 9, 2015

Agenda Request Form: Amendment No. 7 – Wadell Engineering Corporation

Page 2 of 2

- 4. Target load factors and yields
- 5. Overall growth expectations for the Eastern Sierra region passenger market

Cost for Phase I would not exceed \$35,790

Staff would request a subsequent approval authorizing Phase II which would include a more defined scope and cost based upon the results of Phase I. Phase II would include the preparation of Passenger Traffic Forecasts suitable for FAA approval.

ALTERNATIVES: The Board could choose not to approve the Amendment No. 7 to the WEC contract. As the County does not have specialized staff to do this sort of study, the work would not be accomplished. This is not recommended if the Board wishes to continue evaluating commercial air service at the Bishop Airport as this information is critical to both your Board and the FAA in making such an evaluation.

OTHER AGENCY INVOLVEMENT:

Federal Aviation Administration.

FINANCING

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>6/11/15</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)  Date: 6/11/15

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

AMENDMENT NO. 7
To
Agreement Between COUNTY OF INYO and
Wadell Engineering Corporation
For
On-Call Airport Engineering and Planning Services

BISHOP AIRPORT – PASSENGER TRAFFIC STUDY PHASE I

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

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

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

County and Consultant hereby amend such Agreement as follows:

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

“The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed one million, four hundred thirty three thousand, three hundred seventy dollars and no cents (\$1,433,370.00) (hereinafter referred to as “Contract limit”).
2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for the Passenger Traffic Study Phase I, as described in Wadell Engineering Corporation’s proposal entitled Scope of Work, Bishop Airport – Passenger Traffic Study Phase I, which is included as Attachment A-7 to the Contract.
3. Wadell Engineering Corporation’s fee for the scope of work described in Attachment A-7 to the Contract shall be the lump-sum, fixed-price fee of \$35,790.

The effective date of this amendment to the Agreement is June 16, 2015.

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

AMENDMENT NO. 7
To
Agreement Between COUNTY OF INYO and
Wadell Engineering Corporation
For
On-Call Airport Engineering and Planning Services

BISHOP AIRPORT – PASSENGER TRAFFIC STUDY PHASE I

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: Robert P. Wadell

Dated: 6-11-15

Taxpayer's Identification Number:
94-2250346

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

**BISHOP AIRPORT
 PASSENGER TRAFFIC STUDY**

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

SCOPE OF WORK:

The Scope of Work described in the original contract, dated June 11, 2013, is revised to include additional tasks required for the **Bishop Airport – Passenger Traffic Study**. The scope of services and lump-sum fixed-price fee for these services shall be in general accordance with Wadell Engineering Corporation’s proposal entitled SCOPE OF WORK, Bishop Airport – Passenger Traffic Study, which is included in this Attachment A-7.

SCOPE OF WORK

**BISHOP AIRPORT
 PASSENGER TRAFFIC STUDY**

Background

Mammoth Mountain, located 42 miles northwest of the city of Bishop, attracts more than 1.4 million skiers each year and ranks among the top 10 ski resorts in North America, according to Forbes Magazine’s 2015 survey. In addition, the town of Mammoth Lakes and the other nearby towns in the Eastern Sierra region are within an hour drive from Yosemite’s eastern gate at Tioga Pass.

Despite its popularity as a winter and summer resort destination, the Eastern Sierra region has limited commercial airline service. In December 2008, Alaska Airlines’ regional affiliate, Horizon Air, began scheduled airline service at Mammoth Yosemite Airport (Mammoth) to Los Angeles International Airport, the first commercial airline service since 1993. Since then, Horizon has provided limited seasonal service from Mammoth to Las Vegas (began in January 2015), Reno, San Diego, and San Jose.

In December 2010, United Airlines’ regional affiliate, Skywest Airlines, began scheduled airline service at Mammoth to its hub at San Francisco International Airport and later added limited seasonal service to Denver and Orange County.

The limited commercial passenger airline service at Mammoth reflects a number of factors, including:

- A 7,000 foot runway that is not long enough to support narrow body aircraft operations.
- An elevation of 7,135 feet that creates operational challenges in winter and summer—in winter, strong winds result in flight delays and cancellations; in summer, high temperatures require additional runway length and reduced aircraft loads.
- Environmental concerns about local protected wildlife and proximity to the rivers and lakes in the region.

In comparison, Bishop's airport has three runways, with the longest measuring 7,498 feet. At an elevation of 4,124 feet, Bishop's airport is located in an open valley and is unlikely to face the same operating challenges as Mammoth. In addition, environmental issues with regard to plant or wildlife are not as prevalent at Bishop, according to Inyo County representatives.

In 2000, the Federal Aviation Administration awarded a \$29 million grant to Mammoth to lengthen and widen the runway in order to accommodate narrow body aircraft such as the B757 and issued a finding of no significant impact with regard to environmental issues. The FAA's finding was challenged by the California State Attorney General, State and federal fish and game agencies, and various environmental groups. As a result, in 2001, the FAA announced that its finding was not a final decision and did not approve a revised airport layout plan or any FAA funding for airport expansion. Since then, various studies have been undertaken and completed, including a revised Airport Layout Plan (developed using the Q400 as the design aircraft) which received "conditional approval" from the FAA in 2014.

The issue of whether commercial airline service for the Eastern Sierra region should be provided at Bishop's airport has been raised in public debate and presented as an alternative in the environmental impact studies prepared for Mammoth. However, since commercial airline service is currently provided at Mammoth, evaluations of passenger traffic at Bishop have not been conducted.

Proposed Scope of Services

The Study will be a passenger traffic study to estimate the potential for commercial passenger airline service at the Bishop Airport and for the Eastern Sierra region as a whole. The study will be in two phases:

- Phase 1 - a survey of selected airlines, and
- Phase 2 - preparation of commercial passenger airline forecasts.

Phase 1: Survey of Selected Airlines

In Phase 1, the primary objective would be to interview up to three airline representatives in-person at their corporate headquarters and conduct conference calls with up to three additional airline representatives to obtain their input on:

- The airline's existing and future plans for commercial service to the Eastern Sierra region, including frequencies, aircraft types, markets, and seasonal service.
- The need for subsidies in starting and continuing commercial service to the Eastern Sierra region.
- The advantages and disadvantages of providing service at the Bishop Airport.
- Target load factors and yields
- Overall growth expectations for the Eastern Sierra region passenger market

Task 1.1—Collect Market Data

In preparation for the interviews and telephone calls, information would be collected and analyzed for:

- Origin-destination passengers, airfares, and airline yields for Mammoth Yosemite Airport from the U.S. Department of Transportation's databases and airline bookings data.
- Visitor trends in terms of the origin city or country and the trip purpose, e.g., skiing at Mammoth Mountain, hiking in Yosemite, Eastern Slope recreation (rock climbing, fishing), etc.
- Lodging capacity in terms of hotel rooms, condominiums, and house rentals.

- Tourism infrastructure investment.
- Visitor transport mode choice.
- Benchmark data for other ski resort destinations in the United States including annual skier activity, driving distance and time to the local airport, and characteristics of commercial airline service, i.e., airport passenger traffic, nonstop departures and seats, equipment types, load factors, and airfares and airline yields.

A brief PowerPoint presentation (no more than 10 slides) would be prepared using the information collected in Task 1 for use in the discussions with airline representatives. The presentation would emphasize market information not readily available to airlines.

Task 1.2—Airline Interviews and Calls

In Task 1.2, in-person interviews and telephone calls with airline representatives would be conducted, including up to three in-person interviews with airline representatives at their corporate headquarters, and conference calls with up to three additional airline representatives.

Task 1.3—Documentation

At the completion of the airline survey, we would submit a memorandum in Word format summarizing the interviews and calls with airline representatives.

All County of Inyo briefings will be by telephone conference call. Any meeting requiring travel would need prior authorization and additional budget.

Phase 2: Preparation of Commercial Passenger Airline Forecasts

This phase would be executed upon completion of Phase 1 and contract amendment authorization from the County of Inyo. The final authorized scope and budget will be documented in the addendum.

Passenger Traffic Forecasts for FAA Approval

Passenger traffic forecasts prepared in support of airport plans that require FAA approval “should reflect the underlying causal relationships that drive aviation activity”, according to published FAA guidance. Therefore, a forecast prepared for an airport in the Eastern Sierra region must include an evaluation of the visitor traffic base (i.e., skiers to Mammoth Mountain, visitors to Yosemite, Eastern Slope recreation (rock climbing, fishing), etc.) as well as socioeconomic data for the residents in the region. A forecast based solely on the potential for new airline service would have to be accompanied by a letter of intent from each airline.

In addition, to receive FAA approval, the planning forecasts must be consistent with the most recent FAA Terminal Area Forecast (TAF) for an airport. Planning forecasts are consistent with the FAA TAF if they “differ by less than 10 percent in the 5-year forecast period, and 15 percent in the 10-year forecast period”, as stipulated in the FAA forecast guidance. The FAA 2014 TAF for Bishop Airport does not include explained passenger forecasts; therefore, the TAF comparison would likely have to be based on the TAF for Mammoth as a measure of regional demand, although that would need to be confirmed with the FAA.

The following tasks reflect the key steps required for forecasting per FAA guidance.

Task 2.1—Review Existing Aviation Demand Forecasts

As an initial step in the forecasting process, existing forecasts prepared for Bishop and Mammoth will be reviewed, including:

- A comparison of actual and forecast passengers and aircraft operations.
- A review of the underlying assumptions supporting the forecasts, such as projections of visitors, hotel capacity, and socioeconomic factors.
- A review of the underlying forecast assumptions, such as actual versus forecast passenger load factor (percent of seats occupied) and average seats per operation.

The purpose of Task 1 is to evaluate what factors contributed to and/or detracted from the realization of existing forecasts and to identify changes in the industry that have occurred since the forecasts were prepared.

Task 2.2—Review Economic Trends

Historical and projected economic growth trends for Inyo and Mono counties will be compiled and analyzed as a basis for the annual forecasts, including data for population, employment, and personal income. To the extent possible, regional and State economic projections will be used.

Task 2.3—Review Tourism Trends

Historical (and projected, if available) tourism trends will be compiled and analyzed as a basis for the annual forecasts, including trends for:

- Mammoth Mountain ski visitors
- Yosemite visitors, particularly those entering through Tioga Pass
- Eastern Slope recreation (rock climbing, fishing)
- Resident travel
- Hotel rooms
- Tourism infrastructure investment

Many of these data may have been collected in Phase 1 as part of Task 1.1. However, for the purposes of obtaining FAA approval, these data must be summarized in the forecast report.

Task 2.4—Review Historical Aviation Trends

Historical aviation trends for the airports in Mammoth and Bishop will be compiled and analyzed as a basis for the annual forecasts, including:

- Enplaned passengers
- Aircraft operations (commercial airline, corporate aviation, general aviation, and military)
- Scheduled seats published by OAG Aviation Worldwide Ltd
- Origin and destinations of activity to evaluate routes
- Monthly trends to evaluate seasonality
- Passenger load factors
- Based aircraft

Task 2.5—Prepare Short-Term Annual Forecasts

Using a “bottom-up” approach, short-term annual forecasts of passengers and aircraft operations would be developed by city-pair market for the first two years of commercial airline service based on:

- Airline input obtained in Phase 1
- Published airline schedules from OAG Aviation Worldwide Ltd
- Origin-destination (O&D) and airfares from airline bookings data from OAG Traffic Analyser
- Visitor data reported by Mammoth Mountain, Yosemite, and regional tourism agencies
- Airline network strategies and aircraft fleets, as available from published sources and/or individual airlines

The objective of Task 2.5 is to evaluate and forecast the short-term potential for new airline service by city-pair market.

Task 2.6—Prepare Long-Term Annual Forecasts

In Task 2.6, one forecast scenario (a baseline or probable forecast) of enplaned passengers and aircraft operations would be developed for a 20-year period based on the aviation activity summarized in the previous tasks and professional judgment, as well as :

- Independent projections of economic and aviation drivers, if available.
- Review of similar ski resort markets.
- Development of key forecast assumptions for passenger load factors, average seats per operation, and operations per based aircraft.

Task 2.7—Prepare Peak Hour Forecasts

Peak hour estimates and forecasts would be developed using the average day of the peak month (ADPM) methodology, published airline schedules, and assumptions for load factors.

Task 2.8—Documentation and Coordination

A technical report documenting the forecast assumptions and results would be prepared and submitted electronically in pdf format. We will prepare one draft and final report that incorporates comments from Inyo County.

All County of Inyo briefings will be by telephone conference call, except one presentation will be held in Inyo County. Any additional meetings beyond the one will need prior authorization and additional budget for labor and travel.

The Phase 2 scope and associated costs will be negotiated after completion of Phase 1, based on information gained during the first phase.

END OF SCOPE 6-10-2015

SCHEDULE OF SERVICES:

The contractor is allowed 120 calendar days for performance of the work.

COMPENSATION:

The COUNTY agrees to pay CONSULTANT for services performed under the conditions of this agreement the lump sum fixed price amount of Thirty Five Thousand Seven Hundred Ninety Dollars and no cents (\$35,790.00) for the Bishop Airport - Passenger Traffic Study Phase I. The compensation includes reimbursement for all labor, travel, lodging, meals, and supplies during this project work.

END OF DOCUMENT



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:

AGENDA NUMBER

30

FROM: Public Works Department

FOR THE BOARD MEETING OF: June 16, 2015

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

DEPARTMENTAL RECOMMENDATIONS:

- 1) Approve Tract Map No. 239 Phase Three
- 2) Accept the offer of a right-of-way dedication along Mt. Langley Lane and Valley View Drive;
- 3) Accept the offer of dedication for the slope easement on said map;
- 4) Accept the road-way improvements within Mt. Langley Lane and Valley View Drive;
- 5) Approve Resolution No. 2015-__ rescinding the rejection and acceptance of the offer of dedication for road and utility purposes per Tract Map 239 Phase One.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

Tract Map No. 239 is a request to subdivide a 74-acre parcel into 27 lots of 2.5 acres each. Phase One of the tract map is final and created three lots along Whitney Portal Road and created Lot A, where a fire suppression water storage tank is located, and which is slated for a future fire sub-station. Phase Two of this tract map created 10 additional lots. Phase Three creates an additional 14 lots finalizing the Tract Map No. 239 subdivision.

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

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

Phase Three offers both a portion of Valley View Drive and a portion of Mt. Langley Lane rights-of-ways for dedication. Included in Phase Three is an offer of dedication for a slope easement needed for maintenance purposes. If your Board accepts the rights-of-ways it is intended to bring these streets into the Inyo County Maintained Mileage System. If your Board rejects these offers of dedication at this time, they would not be brought into the Maintained Mileage System and maintenance would not be available to the lots of Phase Three of this tract map.

Phase Two offered for dedication Whitney Vista Drive and a portion of Mt. Langley Lane. The Public Works Department inspected and recommended acceptance, and upon approval of Phase Two, the Board chose to accept the offer per Phase Two, and the Road Department brought those accepted roadways into the Inyo County Maintained Mileage System. Phase Three (final phase of Tract Map No. 239) is offering the remainder of Mt. Langley Lane, and Valley View Drive for dedication as well as the improvements within.

The Public Works Department has confirmed the roadways have been built to County standards and recommends your Board accept the right-of-way and slope easement dedications offered in this Phase 3 of Tract Map No. 239.

The Subdivision Map Act allows for your Board to rescind a previously rejected offer of dedication and by resolution, accept the offer. The offer of dedication for a portion of Valley View Drive per Tract Map No. 239 Phase One was rejected at the time of approval because the roadway was not built to County standard. The street in the right-of-way for Valley View Drive has been subsequently built to County Standards and upon acceptance the Road Department intends to bring all of Valley View Drive and the offered portion of Mt. Lanlgley Lane (the Phase Two portion has already been brought into the system) into the Maintained Mileage System.

The Final Parcel Map has been reviewed by Public Works staff and the County Surveyor and has been found to conform to all requirements. The required conditions of approval have been met. If accepted these streets will be brought into the County maintained mileage system and included in the 2015 certification.

This is the final phase for Tract Map No. 239 and if approved and offers accepted, Portal Preserve, Tract Map No. 239, will be completed.

ALTERNATIVES:

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

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

OTHER AGENCY INVOLVEMENT:

Planning Department and the Planning Commission for review of the Tentative Map.

Board of Supervisors for Resolution 2009-20

County Surveyor

County Counsel for review of this Agenda item.

FINANCING:

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

APPROVALS	
COUNTY COUNSEL:	<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>Approved: <u>✓</u> Date <u>06/11/15</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>Approved: <u>N/A</u> Date _____</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: <u>N/A</u> Date _____</p>

DEPARTMENT HEAD SIGNATURE:  Date: 06/11/15
 (Not to be signed until all approvals are received)

OWNERSHIP STATEMENT

We the undersigned, being all parties having any record title interest in the real property being subdivided, do hereby consent to the preparation and recording of this tract map. We hereby grant and dedicate to the public the 60.00 foot wide right of way designated hereon as Valley View Drive and Mt. Langley Lane as shown hereon.

As owners:
Portal Preserve II, LLC, A California Limited Liability Company.

James Walters, Manager

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

State of California
County of Inyo

On _____ before me,

personally appeared _____ James Walters who presented to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and (optional) official seal:

Notary Public (sign and print name)
My commission expires: _____
County of my principal place of business: _____

CLERK OF THE BOARD'S STATEMENT

On motion of Supervisor _____, duly seconded and carried, it is ordered that Tract Map No. 239 - Phase 3, be and the same, is hereby approved and that the right of ways for Valley View Drive and Mt. Langley Lane, shown hereon and offered for dedication, are hereby _____ on behalf of the public. The Clerk of the Board is directed to endorse on the face of said map, a copy of this order authorized by the seal of the Board of Supervisors. I hereby certify that the foregoing order was adopted by the Board of Supervisors at a meeting of said Board held _____, 2015.

Clerk of the Board of Supervisors:

Date: _____
Pat Gunsolley

TAX COLLECTOR'S CERTIFICATE

I hereby certify that, according to the records on file in this office, there are no liens against this subdivision, or any part thereof, for unpaid state, county, municipal, local taxes or special assessments, and that no special assessments, or taxes which are a lien but not yet payable are estimated to be in the amount of \$ _____ for _____ which receipt of good and sufficient security conditioned upon payment of these taxes is hereby acknowledged.

Alisha Makurtie
Inyo County Tax Collector

Date _____
By: _____ Deputy Inyo County Tax Collector

C.C. & R.'s NOTE

The declarations of covenants, conditions, restrictions and reservations are recorded as Instrument No. _____, on file in the office of the Inyo County Recorder.

RECORDER'S CERTIFICATE

Instrument No. _____, 2015 at _____ M., in Book _____ of Subdivision Maps at Page _____, at the request of Trud/Holmes Associates.

Kammi Foote
Inyo County Recorder

By: _____
Deputy Inyo County Recorder

SURVEYOR'S STATEMENT

This map was prepared by me or under my direction and is based upon a field survey conducted by me or under my direction of the Subdivision Map Act and local ordinances at the request of James Walters in November 2014. I hereby state that all the monuments are of the character and occupy the positions indicated or that they will be set in those positions before April 22, 2016, and that the monuments are, or will be, sufficient to enable the survey to be retraced, and that this final map substantially conforms to the conditionally approved tentative map.



Andrew K. Holmes L.S. 4428

Date _____

COUNTY SURVEYOR'S STATEMENT

This map has been examined by me and the subdivision as shown is substantially the same as it appeared on the tentative map, and any approved alterations thereon. All provisions of the Subdivision Map Act and any local ordinances applicable at the time of approval of the tentative map, if required, have been complied with. I am satisfied that this map is technically correct.

Inyo County Surveyor:

Date _____
Cheri Quiter P.L.S. 8839

TRACT MAP NO. 239-PHASE 3

IN THE UNINCORPORATED TERRITORY OF INYO COUNTY
STATE OF CALIFORNIA

BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT MAP NO. 239-PHASE 2 AS PER MAP RECORDED IN BOOK 4 OF SUBDIVISION MAPS AT PAGE 85, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF INYO, STATE OF CALIFORNIA.

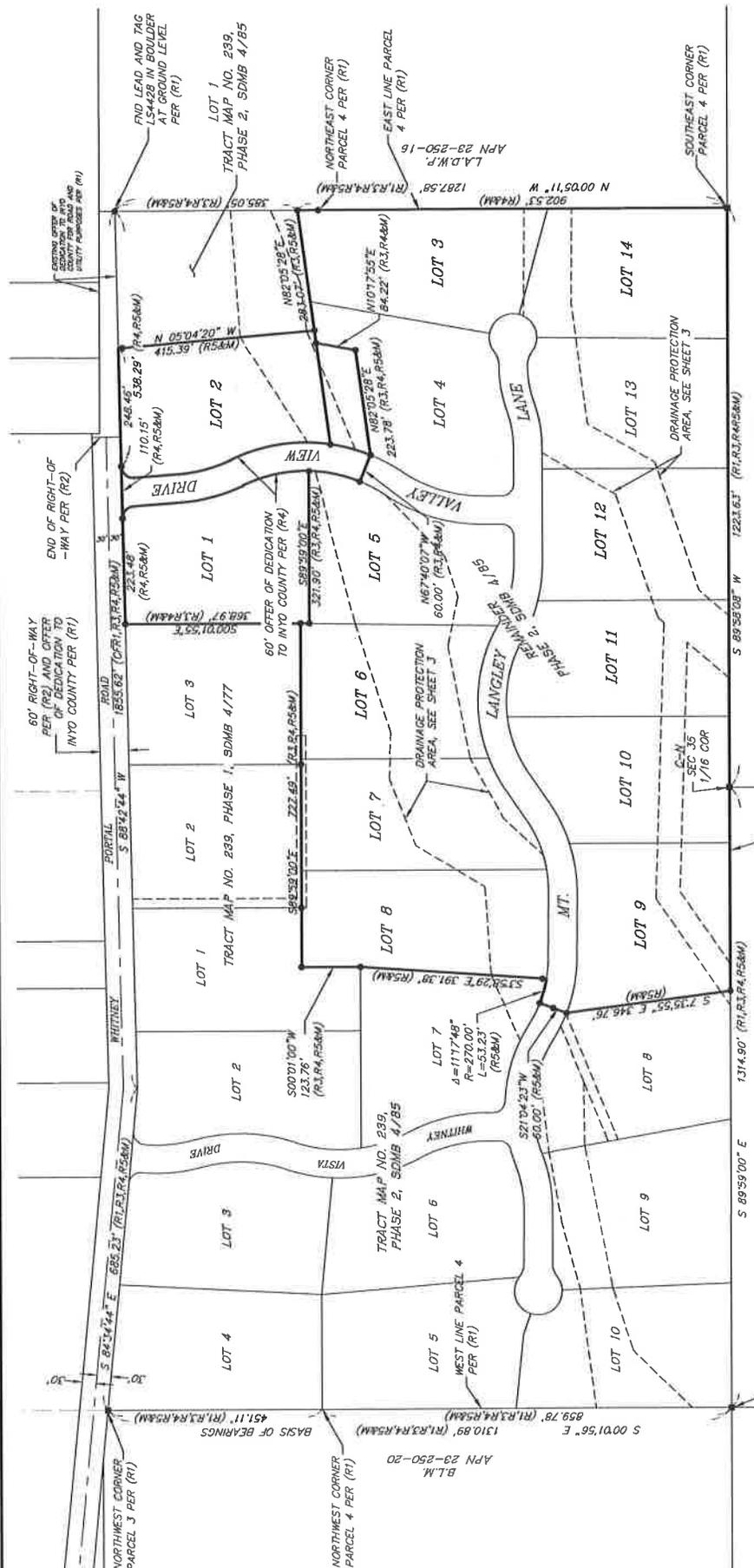
TOGETHER WITH LOT LINE ADJUSTMENT PARCEL 1, AS SHOWN AND DESCRIBED IN CERTIFICATE OF CHANGE NO. 24, RECORDED IN INSTRUMENT NO. 2006-0003967 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM LOTS 1, 2, 3, LOT 4 AND THE 60 FOOT OFFER OF DEDICATION TO INYO COUNTY AS SHOWN ON TRACT NO. 239-PHASE 2, AS PER MAP RECORDED IN BOOK 4 PAGE 77 OF SUBDIVISION MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPTING THEREFROM LOTS 1 THROUGH 8 INCLUSIVE OF SAID TRACT MAP NO. 239-PHASE 2 AS PER MAP RECORDED IN BOOK 4 OF SUBDIVISION MAPS AT PAGE 85, IN THE OFFICE OF SAID COUNTY RECORDER.

THIS TRACT MAP IS SUBJECT TO THE CONDITIONS OF APPROVAL OF TENTATIVE TRACT MAP NO. 239. THE CONDITIONS THAT APPLY TO PHASE 3 AS SHOWN HEREON ARE SHOWN ON SHEET 5 OF THIS MAP. LOTS 1 THROUGH 14 AS SHOWN HEREON ARE LOTS 3, 10, 11, 12, 13, 14, 15, 24, 23, 22, 21, 20, AND 19 RESPECTIVELY, AS SHOWN ON APPROVED TENTATIVE TRACT MAP NO. 239.

AREA: 37.82 acres



TRACT MAP NO. 239 - PHASE 3

IN THE UNINCORPORATED TERRITORY OF INYO COUNTY
STATE OF CALIFORNIA

BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT MAP NO. 239 - PHASE 2 AS PER MAP RECORDED IN BOOK 4 OF SUBDIVISION MAPS AT PAGE 85, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF INYO, STATE OF CALIFORNIA.

TOGETHER WITH LOT LINE ADJUSTMENT PARCEL 1, AS SHOWN AND DESCRIBED IN CERTIFICATE OF CORRECTION NO. 240 RECORDED AS INSTRUMENT NO. 2006-0003967 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM LOTS 1, 2, 3, LOT 4 AND THE 60 FOOT OFFER OF DEDICATION TO INYO COUNTY AS SHOWN ON TRACT NO. 239 - PHASE 2, AS PER MAP RECORDED IN BOOK 4 PAGE 77 OF SUBDIVISION MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALL EXCEPTING THEREFROM LOTS 1 THROUGH 8 INCLUSIVE OF SAID TRACT MAP NO. 239 - PHASE 2 AS PER MAP RECORDED IN BOOK 4 OF SUBDIVISION MAPS AT PAGE 85, IN THE OFFICE OF SAID COUNTY RECORDER.

THIS TRACT MAP IS SUBJECT TO THE CONDITIONS OF APPROVAL OF TENTATIVE TRACT MAP NO. 239, THE CONDITIONS THAT APPLY TO PHASE 3 AS SHOWN HEREON ARE SHOWN ON SHEET 5 OF THIS MAP. LOTS 1 THROUGH 14 AS SHOWN HEREON ARE LOTS 3, 2, 10, 11, 12, 13, 14, 15, 24, 23, 22, 21, 20, AND 19 RESPECTIVELY, AS SHOWN ON APPROVED TENTATIVE TRACT MAP NO. 239.

RECORD INFORMATION:

- (R1) = RECORD INFORMATION PER PMB 5/13
- (R2) = RIGHT OF WAY EASEMENT PER O.R. 91/531
- (R3) = RECORD INFORMATION PER CERTIFICATE OF COMPLIANCE NO. 240 RECORDED AS INSTR. NO. 20060003967
- (R4) = RECORD INFORMATION PER SOMB 4/77
- (R5) = RECORD INFORMATION PER SOMB 4/85

BASIS OF BEARINGS:

THE WEST LINE OF PARCELS 3 AND 4 PER PMB 5/13 AND SHOWN HEREON AS S00D0156'E

LEGEND:

- FOUND REBAR AND CAP LS 4428 OR AS OTHERWISE NOTED PER (R1)
- FOUND 3" I.P. AND TAG LS 4428 PER (R1)
- SET 5/8" REBAR AND CAP STAMPED 'LS4428' UNLESS NOTED OTHERWISE
- SET SPOKE AND WASHER STAMPED 'LS4428' FOR 6 MONUMENTS
- ◇ BRASS CAP STAMPED 'LS 4428' IN MONUMENT WELL
- (M) MEASURED

- FIND. FOUND
- CFR CALCULATED FROM RECORD
- I.P. IRON PIPE
- PMB PARCEL MAP BOOK
- SEC SECTION
- RAD RADIAL
- ROW RIGHT OF WAY
- ∓ CENTERLINE

GRAPHIC SCALE



LEGEND:

- FOUND REBAR AND CAP LS 4428 OR AS OTHERWISE NOTED PER (R1)
- FOUND 2" IP AND TAG LS 4428 PER (R1)
- SET 5/8" REBAR AND CAP OTHERWISE
- SET SPIKE AND WASHER STAMPED "LS4428" FOR G. MONUMENTS UNLESS NOTED OTHERWISE
- ◇ L&T TACK & TAG
- ◇ BRASS CAP STAMPED "LS 4428" IN MONUMENT WELL
- (M) MEASURED
- FND. FOUND
- CFR. CALCULATED FROM RECORD
- I.P. IRON PIPE
- PMB PARCEL MAP BOOK
- SOMB SUBDIVISION MAP BOOK
- SEC SECTION
- PRC POINT OF REVERSE CURVE
- ROW RIGHT OF WAY
- (R4) TIE
- NORTHEAST & CENTERLINE
- (R1) CORNER PAIR 4 PER

APN 23-250-16

L.A.D.W.P.

FOR LOT CURVE TABLE INFORMATION SEE SHEET 4

RECORD INFORMATION:

- (R1) = RECORD INFORMATION PER PMB 5/15.
- (R2) = RIGHT OF WAY EASEMENT PER D.R. 91/531
- (R3) = RECORD INFORMATION PER CERTIFICATE OF COMPLIANCE NO. 240 RECORDED AS INSTR. NO. 20060003967
- (R4) = RECORD INFORMATION PER SOMB 4/77
- (R5) = RECORD INFORMATION PER SOMB 4/85

BASIS OF BEARINGS:

THE WEST LINE OF PARCELS 3 AND 4 PER PMB 5/15 AND SHOWN HEREON AS S000156° E.

TRACT MAP NO. 239-PHASE 3
IN THE UNINCORPORATED TERRITORY OF INYO COUNTY STATE OF CALIFORNIA

BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT MAP NO. 239-PHASE 2 AS PER MAP RECORDED IN BOOK 4 OF SUBDIVISION MAPS AT PAGE 85, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF INYO, STATE OF CALIFORNIA.

TOGETHER WITH LOT LINE ADJUSTMENT PARCEL 1, AS SHOWN AND DESCRIBED IN CERTIFICATE OF COMPLIANCE NO. 240 RECORDED SEPTEMBER 29, 2006 AS INSTRUMENT NO. 20060003967 OF SAID COUNTY.

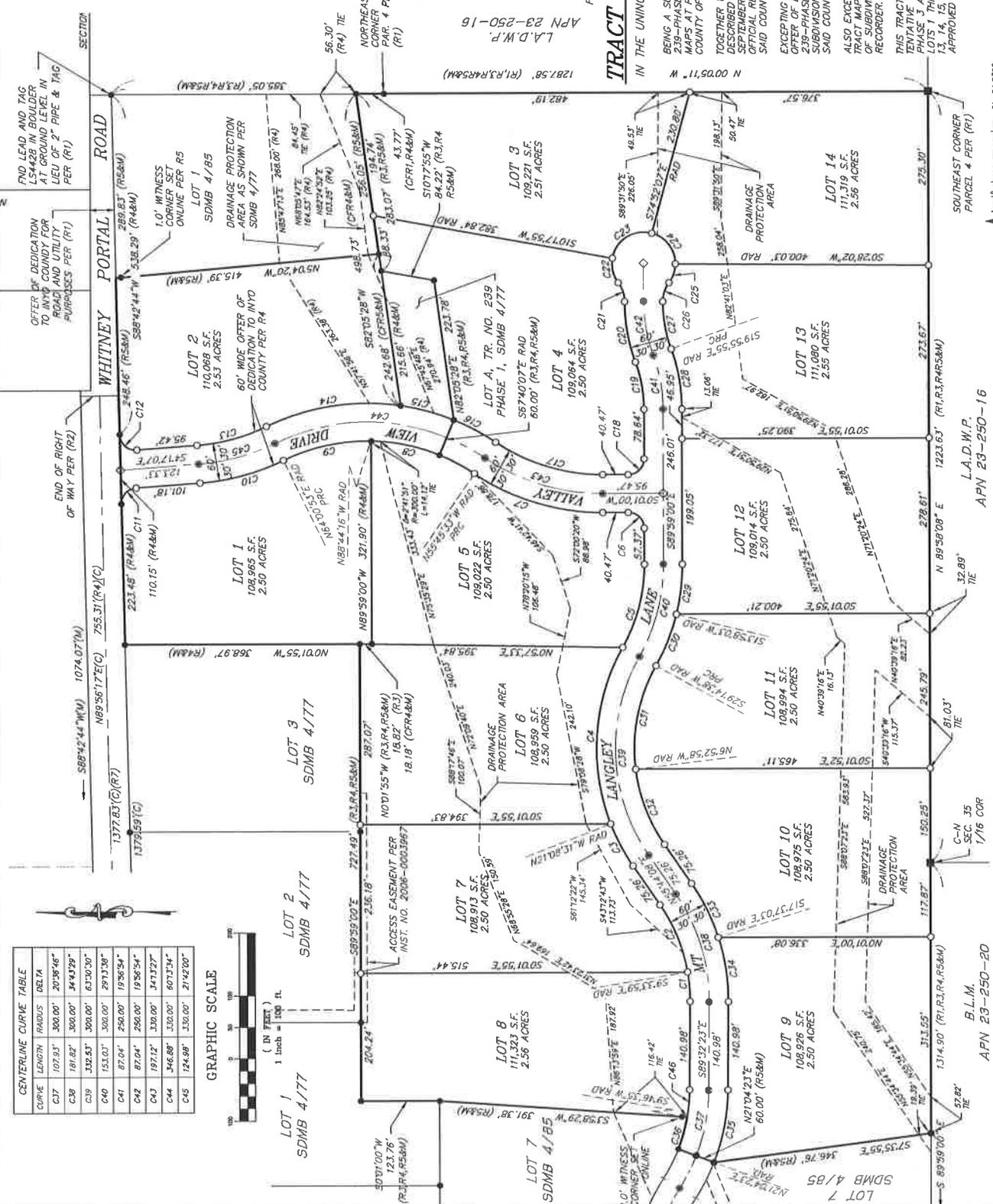
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ALSO EXCEPTING THEREFROM LOTS 1 THROUGH 8 INCLUSIVE OF SAID TRACT MAP NO. 239-PHASE 2 AS PER MAP RECORDED IN BOOK 4 OF SUBDIVISION MAPS AT PAGE 85, IN THE OFFICE OF SAID COUNTY RECORDER.

THIS TRACT MAP IS SUBJECT TO THE CONDITIONS OF APPROVAL OF TENTATIVE TRACT MAP NO. 239. THE CONDITIONS THAT APPLY TO PHASE 3 AS SHOWN HEREON ARE SHOWN ON SHEET 5 OF THIS MAP. LOTS 1 THROUGH 14 AS SHOWN HEREON ARE LOTS 3, 2, 10, 11, 12, 13, 14, 15, 24, 23, 22, 21, 20, AND 19 RESPECTIVELY, AS SHOWN ON APPROVED TENTATIVE TRACT MAP NO. 239.

AREA: 37.82 acres

SHEET 3 OF 5



APN 23-250-16

L.A.D.W.P.

FOR LOT CURVE TABLE INFORMATION SEE SHEET 4

RECORD INFORMATION:

- (R1) = RECORD INFORMATION PER PMB 5/15.
- (R2) = RIGHT OF WAY EASEMENT PER D.R. 91/531
- (R3) = RECORD INFORMATION PER CERTIFICATE OF COMPLIANCE NO. 240 RECORDED AS INSTR. NO. 20060003967
- (R4) = RECORD INFORMATION PER SOMB 4/77
- (R5) = RECORD INFORMATION PER SOMB 4/85

BASIS OF BEARINGS:

THE WEST LINE OF PARCELS 3 AND 4 PER PMB 5/15 AND SHOWN HEREON AS S000156° E.

TRACT MAP NO. 239-PHASE 3
IN THE UNINCORPORATED TERRITORY OF INYO COUNTY STATE OF CALIFORNIA

BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT MAP NO. 239-PHASE 2 AS PER MAP RECORDED IN BOOK 4 OF SUBDIVISION MAPS AT PAGE 85, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF INYO, STATE OF CALIFORNIA.

TOGETHER WITH LOT LINE ADJUSTMENT PARCEL 1, AS SHOWN AND DESCRIBED IN CERTIFICATE OF COMPLIANCE NO. 240 RECORDED SEPTEMBER 29, 2006 AS INSTRUMENT NO. 20060003967 OF SAID COUNTY.

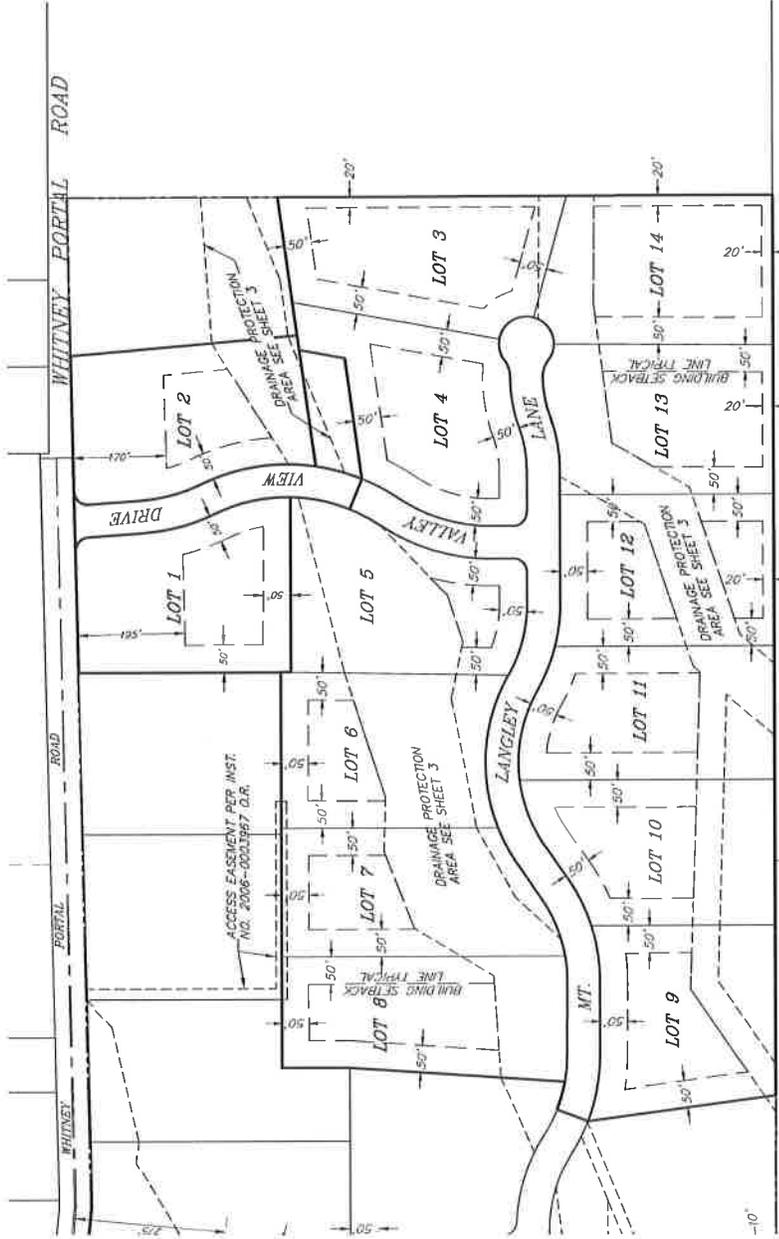
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AREA: 37.82 acres

SHEET 3 OF 5



BUILDING SETBACK RESTRICTIONS

SCALE: 1"=150'

CURVE TABLE INFORMATION FOR SHEET 3

CURVE	LENGTH	RADIUS	DELTA	CURVE	LENGTH	RADIUS	DELTA	CURVE	LENGTH	RADIUS	DELTA
C1	42.25'	270.00'	1001.96°	C11	37.89'	23.00'	8700.09°	C21	170.24'	270.00'	36702.96°
C2	116.39'	270.00'	2447.53°	C12	40.58'	25.00'	9259.51°	C22	129.03'	270.00'	2722.54°
C3	75.58'	330.00'	1307.21°	C13	113.62'	300.00'	2742.00°	C23	65.89'	330.00'	1639.49°
C4	290.20'	330.00'	5022.09°	C14	216.27'	360.00'	3425.14°	C24	104.12'	330.00'	1074.40°
C5	127.73'	270.00'	2972.58°	C15	87.31'	360.00'	1351.46°	C25	119.72'	330.00'	2035.46°
C6	39.27'	25.00'	9000.00°	C16	74.83'	360.00'	1754.33°	C26	51.23'	270.00'	1177.48°
C7	215.04'	300.00'	3473.27°	C17	179.20'	300.00'	3473.27°	C27	43.90'	270.00'	918.56°
C8	172.66'	300.00'	3258.43°	C18	39.27'	25.00'	9000.00°	C28	43.90'	270.00'	918.56°
C9	146.67'	300.00'	2714.51°	C19	76.60'	200.00'	1956.54°	C29	60.35'	330.00'	1375.03°
C10	136.34'	360.00'	2142.00°	C20	87.89'	280.00'	1956.54°	C30	87.89'	330.00'	1576.35°

BUILDING SETBACK RESTRICTIONS
TRACT MAP NO. 239-PHASE 3

IN THE UNINCORPORATED TERRITORY OF INYO COUNTY
STATE OF CALIFORNIA

BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT MAP NO. 239-PHASE 2 AS PER MAP RECORDED IN BOOK 4 OF SUBDIVISION MAPS AT PAGE 85, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF INYO, STATE OF CALIFORNIA.

TOGETHER WITH LOT LINE ADJUSTMENT PARCEL 1, AS SHOWN AND DESCRIBED IN CERTIFICATE OF COMPLIANCE NO. 240 RECORDED SEPTEMBER 26, 2006 AS INSTRUMENT NO. 2006-0003967 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM LOTS 1, 2, 3, LOT A AND THE 60 FOOT OFFER OF DEDICATION TO INYO COUNTY AS SHOWN ON TRACT NO. 239-PHASE 2, AS PER MAP RECORDED IN BOOK 4 PAGE 77 OF SUBDIVISION MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPTING THEREFROM LOTS 1 THROUGH 8 INCLUSIVE OF SAID TRACT MAP NO. 239-PHASE 2 AS PER MAP RECORDED IN BOOK 4 OF SUBDIVISION MAPS AT PAGE 85, IN THE OFFICE OF SAID COUNTY RECORDER.

THIS TRACT MAP IS SUBJECT TO THE CONDITIONS OF APPROVAL OF TENTATIVE TRACT MAP NO. 239, THE CONDITIONS THAT SHOWN HEREON AND SHOWN ON SHEET 2 OF THIS MAP, LOTS 1 THROUGH 14, AS SHOWN HEREON ARE LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

AREA: 37.82 acres

INTEGRAL ASSOCIATES, INC. 04.0359

THE FOLLOWING ARE CONDITIONS OF APPROVAL FOR TM NO. 239 APPROVED BY THE INYO COUNTY BOARD OF SUPERVISORS ON JULY 12, 2005 THAT APPLY TO THE FLAG OF THIS MAP.

NEURAL REGENERATION IMPACT:

MITIGATION MEASURE #:

LANDSCAPING IS REQUIRED. OWNERS OF LOTS ON THE PERIPHERY OF THE SUBDIVISION SHALL BE RESPONSIBLE FOR THE LANDSCAPING. LANDSCAPING SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS SET FORTH IN EXHIBIT B OF THE SUBDIVISION MAPS. ALL LOT OWNERS SHALL BE REQUIRED TO LANDSCAPE LOTS WITHIN SIX MONTHS OF ISSUANCE OF A CERTIFICATION OF OCCUPANCY.

ANNEXATION INTO THE LONE PINE FIRE PROTECTION DISTRICT:

THE DEVELOPER SHALL COORDINATE WITH THE LONE PINE FIRE PROTECTION DISTRICT AND THE INYO LOCAL AGENCY FORMATION COMMISSION (LAFCO) TO ANNEX THE PROJECT SITE INTO THE LONE PINE FIRE PROTECTION DISTRICT PRIOR TO APPROVAL OF ANY FINAL MAP.

NEURAL REGENERATION AND DRAINAGE PRESERVATION:

SETBACKS: THE MINIMUM SETBACK FOR ALL PERMANENT STRUCTURES SHALL BE 175 FEET FOR LOTS 1 AND 5; 200 FEET FOR LOTS 2 AND 6; 225 FEET FOR LOTS 3 AND 4; 275 FEET FOR LOT 7; 300 FEET FOR LOT 8; AND 350 FEET FOR LOT 9 (LOTS FRONTING WHITNEY PORTAL ROAD). THE MINIMUM SETBACK SHALL BE 10 FEET FOR OTHER LOTS. THE DEVELOPER SHALL MAINTAIN THAT THERE ARE NO OTHER LOT LINES OR FRONT ROAD RIGHTS OF WAY LOCATED WITHIN THE DEVELOPMENT, WITH EXCEPTIONS AS NOTED ON THE TRACT MAP. THE SETBACKS FROM WHITNEY PORTAL ROAD NOTED FOR LOTS 1-9 ARE MEASURED FROM THE CENTERLINE OF WHITNEY PORTAL ROAD, AND NOT MEASURED FROM PROPERTY BOUNDARIES. NO BUILDING PERMITS SHALL BE ISSUED FOR STRUCTURES THAT DO NOT COMPLY WITH THESE REQUIREMENTS.

STRUCTURE HEIGHT: THE MAXIMUM HEIGHT OF RESIDENTIAL UNITS SHALL BE 22 FEET FOR LOTS 1-9, AND 30 FEET FOR THE REMAINDER OF THE LOTS. NO BUILDING PERMITS SHALL BE ISSUED FOR STRUCTURES THAT DO NOT COMPLY WITH THESE REQUIREMENTS.

LOT DEVELOPMENT AREA RESTRICTIONS: THE DEVELOPMENT AREA FOR EACH LOT, WITH THE EXCEPTION OF THOSE LOTS DESIGNATED EQUESTRIAN LOTS (LOTS 10, 11, 17-27), SHALL NOT EXCEED 27% OF EACH LOT (27% ACRE). ANY AND ALL STRUCTURES ERECTED ON A LOT MUST BE CONTAINED WITHIN THE BUILDING ENVELOPE DEVELOPMENT AREA. NO BUILDING PERMITS SHALL BE ISSUED FOR STRUCTURES THAT DO NOT COMPLY WITH THESE REQUIREMENTS.

LANDSCAPE REQUIREMENTS: OWNERS OF LOTS ON THE PERIPHERY OF THE SUBDIVISIONS SHALL BE REQUIRED TO PLANT AND MAINTAIN TREES IN THE LOCATIONS DESIGNATED, AND WITH SPECIES INDICATED, IN EXHIBIT B OF THE SUBDIVISION MAPS. ALL LOT OWNERS SHALL BE REQUIRED TO LANDSCAPE LOTS WITHIN SIX MONTHS OF ISSUANCE OF A CERTIFICATION OF OCCUPANCY.

TANK SHEET LIGHTING REQUIREMENT: LIGHT FIXTURES SHALL BE FULLY SHIELDED AND ATTACHED TO BUILDINGS. NO EXTERIOR LIGHTING SHALL BE ALLOWED ON THE EAST OF BUILDINGS ON LOTS 1, 10, AND 19, AND ON THE WEST SIDE OF LOTS 3, 16, AND 27. LIGHTING SHALL BE LIMITED IN NUMBER, LOCATION, AND DESIGN TO THE MINIMUM NECESSARY TO ILLUMINATE DRIVEWAYS, DRIVEWAYS TO WALKWAYS, AND SUBJECT TO SUBDIVISION ARCHITECTURAL COMMITTEE REVIEW/APPROVAL. NO BUILDING PERMITS SHALL BE ISSUED FOR STRUCTURES THAT DO NOT COMPLY WITH THESE REQUIREMENTS.

STRUCTURE DESIGN ISSUES (MATERIALS, COLORS, ETC.): EXTERIOR BUILDING MATERIALS SHALL CONSIST OF BRICK, WOOD, AND/OR STUCCO, TO BE IN ACCORDANCE WITH THE SUBDIVISION MAPS. EXTERIOR BUILDING MATERIALS SHALL BE LIMITED TO CLAD, PAINTED STEEL, OR ANODIZED ALUMINUM. NO BUILDING PERMITS SHALL BE ISSUED FOR STRUCTURES THAT DO NOT COMPLY WITH THESE REQUIREMENTS.

COMPTS THAT MEET THE COUNTY'S APPROVAL SHALL BE DEVELOPED PRIOR TO THE APPROVAL OF THE FINAL MAP FOR THE PROJECT.

FIRE PROTECTION MEASURES:

THE PROJECT SHALL BE ANNEXED INTO THE LONE PINE FIRE DISTRICT PRIOR TO ANY FINAL MAP APPROVAL, THUS PROVIDING 24/7 FIRE PROTECTION SERVICES. ANNEXATION INTO THE FIRE PROTECTION DISTRICT IS SUBJECT TO APPROVAL OF THE INYO LOCAL AGENCY FORMATION COMMISSION (LAFCO).

COMPS SHALL DEDICATE LOT 4 FOR USE AS A FUTURE FIRE SUBSTATION, WITH INSTALLATION OF ELECTRICITY, A WELL, PUMP, AND A 20,000 GALLON WATER STORAGE TANK TO BE PROVIDED FOR SUBDIVISION FIRE PROTECTION PURPOSES. THE WATER STORAGE TANK SHALL BE FILLED AND KEPT IN A READY STATE PRIOR TO ANY DEVELOPMENT COMMENCING (I.E. PRIOR TO APPROVAL OF THE FIRST FINAL MAP). OWNERSHIP OF LOT 4 SHALL BE TRANSFERRED TO THE LONE PINE FIRE DISTRICT. THESE MEASURES SHALL TAKE PLACE PRIOR TO APPROVAL OF ANY FINAL MAP.

COMPS SHALL BE REQUIRED TO REQUIRE "FIRE SAFE" CONSTRUCTION METHODS FOR HOMES TO INCLUDE NON-COMBUSTIBLE ROOFS, ENCLOSED EAVES AND DECKS, AND A DEFENSIBLE SPACE AROUND ALL BUILDINGS IN WHICH ALL VESICATED AIR IS REMOVED. THE DEVELOPER SHALL MAINTAIN RECORDS OF METHODS THAT DOES NOT INCORPORATE SUCH FIRE SAFE CONSTRUCTION METHODS.

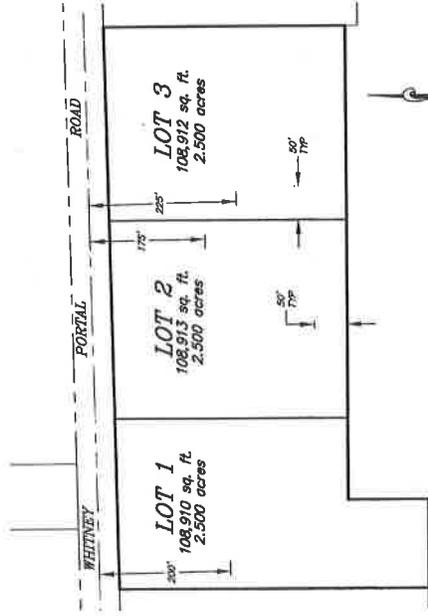
THE DEVELOPER SHALL CONTRIBUTE \$5,000 PER LOT TO AN ESCROW FUND TO BE USED FOR THE FUTURE CONSTRUCTION OF A FIRE SUBSTATION ON LOT 4. THIS FUND WILL BE ESTABLISHED AND AVAILABLE PRIOR TO APPROVAL OF ANY FINAL MAP.

DRAINAGE PROTECTION MEASURES:

THE EXISTING CULVERT UNDERNEATH WHITNEY PORTAL ROAD SHALL BE MAINTAINED AND LINED CHANNEL ENTRANCE, WITH CURBLET DETAILS TO BE PROVIDED ON FINAL MAPS.

ALL DRAINAGE PROTECTION AREAS SHALL BE DEFINED ON THE TENTATIVE TRACT MAP. ALL FINAL MAPS, AND SHALL BE INCLUDED IN THE COMPS' NO BUILDING PERMITS. THE DEVELOPER SHALL BE REQUIRED TO MAINTAIN RECORDS OF THESE REQUIREMENTS.

ALL LOTS ARE REQUIRED TO SUBMIT INDIVIDUAL GRADING AND DRAINAGE PLANS, TO BE REVIEWED AND APPROVED BY THE INYO COUNTY PUBLIC WORKS DEPARTMENT PRIOR TO ISSUANCE OF ANY BUILDING OR GRADING PERMIT.



BUILDING ENVELOPES

SCALE: 1"=120'

TRACT MAP NO. 239 - PHASE 1

IN THE UNINCORPORATED TERRITORY OF INYO COUNTY
STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOT LINE ADJUSTMENT PARCEL 1, AS SHOWN AND DESCRIBED IN CERTIFICATE OF COMPLIANCE NO. 240 RECORDED SEPTEMBER 26, 2008 AS INSTRUMENT NO. 2008-0003967 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND SAID SUBDIVISION ALSO BEING A PORTION OF SECTION 35, TOWNSHIP 15 SOUTH, RANGE 35 EAST, M.D.B.68.

THIS TRACT MAP IS SUBJECT TO THE CONDITIONS OF APPROVAL OF TENTATIVE TRACT MAP NO. 239. THE CONDITIONS THAT APPLY TO PHASE 1 AS SHOWN HEREON ARE SHOWN ON SHEET 3 OF THIS MAP. LOTS 1, 2, AND 3 AS SHOWN HEREON ARE LOTS 6, 5, AND 4, RESPECTIVELY, AS SHOWN ON APPROVED TENTATIVE TRACT MAP NO. 239.

AREA: 8.632 acres

tradeline associates, inc. 04.0289

THE FOLLOWING ARE CONDITIONS OF APPROVAL FOR ITM NO. 239 APPROVED BY THE INYO COUNTY BOARD OF SUPERVISORS ON MAY 19, 2009 THAT APPLY TO THE FILING OF THIS MAP:

- 1) CONFORMANCE WITH TENTATIVE MAP: THE DEVELOPER SHALL SUBMIT ALL FINAL TRACT MAPS FOR THE PROPOSED PHASED DEVELOPMENT IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED TENTATIVE TRACT MAP AND SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF INYO COUNTY CODE SECTION 18.40 SUBDIVISION, IMPROVEMENTS AND GENERAL REQUIREMENTS. ALL FINAL TRACT MAPS FOR THE PROPOSED PHASED DEVELOPMENT SHALL BE RECORDED WITH THE COUNTY CLERK'S OFFICE PRIOR TO THE FILING OF THE TENTATIVE MAP, UNLESS A REQUEST FOR A TIME EXTENSION IS RECEIVED PRIOR TO THAT DATE.
- 2) CONFORMANCE WITH THE CALIFORNIA SUBDIVISION MAP ACT AND INYO COUNTY CODE: THE DEVELOPER SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE CALIFORNIA SUBDIVISION MAP ACT (GOVERNMENT CODE 66410 et seq.) AND INYO COUNTY CODE.
- 3) TAXES AND ASSESSMENTS: THE DEVELOPER SHALL PAY ANY DELINQUENT AND/OR TAXES OR SPECIAL ASSESSMENTS DUE TO THE SATISFACTION OF THE INYO COUNTY CLERK'S OFFICE PRIOR TO THE RECORDED OF THE FIRST FINAL TRACT MAP.
- 4) ANNEXATION INTO THE LONE PINE FIRE PROTECTION DISTRICT: THE DEVELOPER SHALL COORDINATE WITH THE LONE PINE FIRE PROTECTION DISTRICT AND THE INYO LOCAL AGENCY FORMATION COMMISSION (LAFCO) TO ANNEX THE PROJECT SITE INTO THE LONE PINE FIRE DISTRICT PRIOR TO APPROVAL OF ANY FINAL MAP.
- 5) USUAL RESOURCES: DRAINAGE PRESERVATION: THE DEVELOPER SHALL INCLUDE THE FOLLOWING ELEMENTS WITHIN THE COAR'S FOR THE PROPOSED SUBDIVISION AS MANDATORY VISUAL MITIGATION FOR THE PROJECT AND INYO COUNTY WILL COMPLY WITH THESE MEASURES AS SPECIFIED:
 - SETBACKS: THE MINIMUM SETBACK FOR ALL PERMANENT STRUCTURES SHALL BE 175 FEET FOR LOTS 1 AND 5, 200 FEET FOR LOTS 2 AND 6, 225 FEET FOR LOTS 3 AND 4, 275 FEET FOR LOT 7, 300 FEET FOR LOT 8, AND 350 FEET FOR LOT 9 (LOTS 10 THROUGH 12 ARE UNDEVELOPED PORTIONS OF LOTS 1-9). SETBACKS SHALL BE 50 FEET FOR FRONTING WHITNEY PORTAL ROAD). THE MINIMUM SETBACK SHALL BE 50 FEET FOR ALL PERMANENT STRUCTURES OF ANY HEIGHT LOCATED WITHIN THE DEVELOPMENT WITH EXCEPTIONS AS NOTED ON THE TRACT MAP. THE SETBACKS FROM WHITNEY PORTAL ROAD NOTED FOR LOTS 1-9 ARE MEASURED FROM THE CENTERLINE OF WHITNEY PORTAL ROAD, AND NOT MEASURED FROM PROPERTY BOUNDARIES. NO BUILDING PERMITS SHALL BE ISSUED FOR STRUCTURES THAT DO NOT COMPLY WITH THESE REQUIREMENTS.
 - STRUCTURE HEIGHT: THE MAXIMUM HEIGHT OF RESIDENTIAL UNITS SHALL BE 22 FEET FOR LOTS 1-9, AND 30 FEET FOR THE REMAINDER OF THE LOTS. NO BUILDING PERMITS SHALL BE ISSUED FOR STRUCTURES THAT DO NOT COMPLY WITH THESE REQUIREMENTS.
 - LOT DEVELOPMENT AREA RESTRICTIONS: THE DEVELOPMENT AREA FOR EACH LOT, WITH THE EXCEPTION OF THOSE LOTS DESIGNATED EQUESTRIAN LOTS (LOTS 10, 11, 17-27), SHALL NOT EXCEED 27% OF EACH LOT (2.3 ACRE). ANY AND ALL STRUCTURES ERECTED ON A LOT MUST BE CONTAINED WITH THE BUILDING ENVELOPE DEVELOPED IN CONFORMANCE WITH THESE REQUIREMENTS.
 - LANDSCAPE REQUIREMENTS: OWNERS OF LOTS ON THE PERIPHERY OF THE SUBDIVISIONS SHALL BE REQUIRED TO PLANT AND MAINTAIN TREES IN THE LOCATIONS DESIGNATED, AND WITH SPECIES INDICATED, IN EXHIBIT B OF THE SUBDIVISION COAR'S. ALL LOT OWNERS SHALL BE REQUIRED TO LANDSCAPE LOTS WITHIN SIX MONTHS OF ISSUANCE OF A CERTIFICATION OF OCCUPANCY.
 - DARY SHELS - LIGHTING REQUIREMENT: LIGHT FIXTURES SHALL BE FULLY SHIELDED AND ATTACHED TO BUILDINGS. NO EXTERIOR LIGHTING SHALL BE INSTALLED ON THE WEST SIDE OF LOTS 9, 18, AND 27. LIGHTING SHALL BE LIMITED IN NUMBER, DURATION, AND INTENSITY AND ACCOMMODATE SECURITY PURPOSES AND TO REDUCE IMPACTS TO WILDLIFE, AND SUBJECT TO SUBDIVISION ARCHITECTURAL COMMITTEE REVIEW/APPROVAL. NO BUILDING PERMITS SHALL BE ISSUED FOR STRUCTURES THAT DO NOT COMPLY WITH THESE REQUIREMENTS.
 - STRUCTURE DESIGN ISSUES (MATERIALS, COLORS, ETC.): EXTERIOR BUILDING MATERIALS SHALL CONSIST OF BRICK, ROCK, WOOD, OR CONCRETE. EXTERIOR WALLS IN UNDEVELOPED PORTIONS OF LOTS 10, 11, 17, 18, AND 27 SHALL BE NON-REFLECTIVE METAL OR COMPOSITION. WINDOW FRAMES SHALL BE WOOD GLAZED PAINTED STEEL OR ANODIZED ALUMINUM. NO BUILDING PERMITS SHALL BE ISSUED FOR STRUCTURES THAT DO NOT COMPLY WITH THESE REQUIREMENTS.
 - LANGUAGE WITHIN THE COAR DOCUMENT AND SHALL GIVE THE COUNTY AUTHORITY TO ENFORCE THOSE PROVISIONS WHICH EXIST AS CONDITIONS OF APPROVAL FOR THE PROJECT SHALL BE ALLOWED AND IT SHALL BE DETERMINED THAT ALL SUCH PROVISIONS SHALL BE INCLUDED IN ANY SUBSEQUENT COAR'S.
 - APPROVAL OF THE FINAL MAP FOR THE PROJECT.
- 6) FIRE PROTECTION MEASURES: THE FOLLOWING MEASURES SHALL BE IMPLEMENTED BY THE DEVELOPER:
 - THE DEVELOPER SHALL BE ANNECED INTO THE LONE PINE FIRE DISTRICT PRIOR TO ANY FINAL MAP APPROVAL. THIS PROVIDING 24/7 FIRE PROTECTION SERVICES.
 - ANNEXATION INTO THE FIRE PROTECTION DISTRICT IS SUBJECT TO APPROVAL OF THE INYO LOCAL AGENCY FORMATION COMMISSION (LAFCO).
 - COAR'S SHALL REQUIRE A 3,500 GALLON WATER STORAGE TANK FOR EACH HOME.

- COAR'S SHALL DEDICATE LOT 4 FOR USE AS A FUTURE FIRE SUBSTATION, WITH INSTALLATION OF ELECTRICITY, A WELL, PUMP, AND A 20,000 GALLON WATER STORAGE TANK TO BE PROVIDED FOR SUBDIVISION FIRE PROTECTION PURPOSES. THE WATER STORAGE TANK SHALL BE FILLED AND KEPT IN A READY STATE PRIOR TO ANY DEVELOPMENT COMMENCING (I.E. PRIOR TO APPROVAL OF THE FIRST FINAL MAP). OWNERSHIP OF LOT 4 SHALL BE TRANSFERRED TO THE LONE PINE FIRE DISTRICT. THESE MEASURES SHALL BE REQUIRED TO REQUIRE THE SAFE CONSTRUCTION METHODS FOR LOTS TO INCLUDE NON-COMBUSTIBLE ROOFS, ENCLOSED EAVES AND DECKS, AND A DEFENSIBLE SPACE AROUND ALL BUILDINGS IN WHICH ALL VEGETATION IS REMOVED OR MODIFIED. NO BUILDING PERMIT SHALL BE APPROVED THAT DOES NOT INCORPORATE SUCH FIRE SAFE CONSTRUCTION METHODS.
- THE DEVELOPER SHALL CONTRIBUTE \$5,000 PER LOT TO AN ESORROW FUND TO BE USED FOR THE FUTURE CONSTRUCTION OF A FIRE SUBSTATION ON LOT 4. THIS FUND WILL BE ESTABLISHED AND AVAILABLE PRIOR TO APPROVAL OF ANY FINAL MAP.

- 7) DRAINAGE PROTECTION MEASURES: THE DEVELOPER SHALL INSTALL THE FOLLOWING:
 - THE PROPOSED PROJECT DRAINAGE PLAN FOR THE PROJECT SHALL MAINTAIN THE EXISTING PARAMETERS OF THE NATURAL DRAINAGE PATHWAYS THROUGH THE GULLIES, DRAINAGE AREAS, BUILDING ENVELOPES SHALL BE SPECIFIED, RESTRICTED, AND LOCATED IN AREAS AWAY FROM DRAINAGE AREAS, AND SCHEDULED ON EXHIBIT A OF THE COAR'S. FUTURE DRAINAGE PATHWAYS THAT PASS OR CROSS PROTECTION WHERE SCOUR AND EROSION POTENTIAL EXISTS, HEADWALLS ABOVE THE GULVERT UNDERNEATH WHITNEY PORTAL ROAD, AND PRESERVATION OF THE PARAMETERS OF THE EXISTING DRAINAGE PATHWAYS, ALLOWING STORMWATER TO FLOW ALONG HISTORIC ROUTES.
 - THE DEVELOPER SHALL PAY A \$10,000 IMPACT FEE TO THE INYO COUNTY ROADS DEPARTMENT TO FUND MAINTENANCE (MAINTENANCE & ENFORCEMENT FUND ESTABLISHED BY THE COAR'S) TO THE ARIZONA CROSSINGS. THIS FUND SHALL BE REPLENISHED THROUGH THE ARIZONA CROSSINGS. THIS FUND SHALL BE AVAILABLE THROUGHOUT THE PROJECT PERIOD. THE TENTATIVE TRACT MAP, ALL FINAL MAPS, AND SHALL BE INCLUDED IN THE COAR'S. NO BUILDING OR GRADING PERMITS SHALL BE ISSUED FOR PROPERTIES THAT CONFLICT WITH THESE REQUIREMENTS.
 - COAR'S SHALL REQUIRE ALL DRIVEWAYS WHICH CROSS EXISTING DRAINAGE PATHWAYS SHALL BE CONSTRUCTED AT GRADE, AND BUILDING AND GRADING PERMITS SHALL REFLECT THESE REQUIREMENTS. LOTS HAVING DRIVEWAYS THAT CROSS THE CENTRAL DRAINAGE PATHWAY (LOTS 13-19, 23-29) SHALL HAVE EXISTING DRIVEWAYS, AN EMERGENCY/SECONDARY ACCESS ROUTES, AS ALTERNATE EASEMENT AREAS FOR DRIVEWAYS HAVE BEEN PROVIDED (LOTS 6 & 9). DRIVEWAYS WHICH CROSS THE SOUTHERN DRAINAGE AREA (LOTS 19 & 20) SHALL NOT REQUIRE AN EMERGENCY/SECONDARY ACCESS ROUTES, AS THE DRAINAGE AREA IS CONSIDERED INACTIVE.
 - ALL LOTS ARE REQUIRED TO SUBMIT INDIVIDUAL GRADING AND DRAINAGE PLANS, TO BE REVIEWED AND APPROVED BY THE INYO COUNTY PUBLIC WORKS DEPARTMENT PRIOR TO ISSUANCE OF ANY BUILDING OR GRADING PERMIT. SUBMISSION OF A BEST PRACTICES (BEMP) PLAN: U.S. ARMY CORPS OF ENGINEERS, STATE OF CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD - LAHONTAN REGION, CALIFORNIA DEPARTMENT OF FISH & GAME, INYO COUNTY PUBLIC WORKS DEPARTMENT.
 - DRAINAGE AND STREET PLANS SHALL BE TO THE SATISFACTION OF THE INYO COUNTY PUBLIC WORKS DEPARTMENT. STREETS SHALL BE OFFERED ON DEDICATION TO THE COUNTY.
- 8) WATER QUALITY PROTECTION MEASURES: THE DEVELOPER SHALL COMPLY WITH THE FOLLOWING WATER QUALITY ASSURANCE MEASURE REQUIREMENTS, AS OUTLINED BY THE REGIONAL WATER QUALITY CONTROL BOARD, LAHONTAN REGION, PRIOR TO ISSUANCE OF ANY GRADING OR BUILDING PERMITS:
 - APPLICATION FOR A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT SHALL BE MADE, TO INCLUDE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP).
 - APPLICATION FOR A 404 WATER QUALITY PERMIT THROUGH THE U.S. ARMY CORPS OF ENGINEERS SHALL BE MADE TO INCLUDE 401 WATER QUALITY CERTIFICATION PURSUANT TO THE CLEAN WATER ACT.
 - APPLICATION FOR A 1601 PERMIT FROM THE CALIFORNIA DEPARTMENT OF FISH AND GAME SHALL BE MADE FOR ANY WORK DONE IN THE BLUELINE STREAM/BULLY AREAS.
 - SUBMISSION OF A BEST MANAGEMENT PRACTICES (BEMP) PLAN SHALL ACCOMPANY ALL PERMIT APPLICATIONS, TO ADDRESS ON-SITE STORMWATER RETENTION. ALL LOTS WILL REQUIRE INDIVIDUAL DRAINAGE AND GRADING PLANS TO INSURE ON-SITE WHICH CAN BE ACQUITTED TO RETAINED ON-SITE WILL BE COLLECTED AND TREATED IF NECESSARY, BEFORE DISCHARGING FROM PROJECT SITE.
- 9) AIR QUALITY PROTECTION MEASURES: THE DEVELOPER SHALL COMPLY WITH THE FOLLOWING AIR QUALITY ASSURANCE MEASURES, AS OUTLINED BY THE GREAT BASIN AIR QUALITY CONTROL BOARD AND INYO COUNTY AIR QUALITY DISTRICT:
 - ALL LOTS SHALL BE REQUIRED TO SUBMIT A BEMP PLAN FOR ALL GRADING UNITS.
 - LOTS STARTUP FOR ACTUAL CONSTRUCTION ACTIVITIES. GRADING PERMITS SHALL REFLECT THIS REQUIREMENT.
 - ALL MATERIAL EXCAVATED OR GRADED SHALL BE SUFFICIENTLY WATERED TO PREVENT EXCESSIVE AMOUNTS OF DUST. WATERING SHOULD OCCUR AT LEAST TWICE DAILY WITH COMPLETE COVERAGE.
 - DURING PERIODS OF HIGH WINDS (I.E. GREATER THAN 15 MPH), WIND BREAKS SHALL BE INSTALLED OVER ONE HOUR. GRADING PERMITS SHALL REFLECT THIS REQUIREMENT.

- ADJOINING STREETS SHALL BE WASHED OR SWEPT CLEAN OF TRACKED-OUT VEHICLE DIRT.
- ALL MATERIAL TRANSPORTED ON-SITE SHALL BE SUFFICIENTLY WATERED OR THOROUGHLY COVERED TO PREVENT EXCESSIVE AMOUNTS OF DUST.
- ALL TRUCKS THAT ARE TO HAUL EXCAVATED OR GRADED MATERIAL OFF-SITE SHALL COMPLY WITH STATE VEHICLE CODE SECTION 23114.

- 10) NOISE CONTROL MEASURES: THE DEVELOPER SHALL COMPLY WITH THE FOLLOWING NOISE ABATEMENT MEASURES WHICH ARE REQUIRED BY THE INYO COUNTY GENERAL PLAN OF ANY CONSTRUCTION EQUIPMENT AFFECTING SENSITIVE RECEPTORS WITHIN 500 FEET OF THE PROJECT SITE:
 - GENERATORS SHALL BE ENCLOSED.
 - CONSTRUCTION VEHICLES SHALL BE LIMITED TO THE HOURS BETWEEN 7:00 a.m. AND 7:00 p.m.
 - THESE MEASURES SHALL BE INSPECTED IN THE COURSE OF PERMITTING FOR GRADING AND CONSTRUCTION ACTIVITIES.
- 11) CULTURAL RESOURCES MEASURES: THE DEVELOPER SHALL COMPLY WITH THE FOLLOWING:
 - A DOCUMENTARY INFORMATION SEARCH ON THE USE OF THE SITE BY THE MOTION PICTURE INDUSTRY SHALL BE COMPLETED TO THE SATISFACTION OF THE COUNTY PLANNING DEPARTMENT PRIOR TO APPROVAL OF ANY FINAL MAP.
 - DEVELOPER SHALL HAVE A MORE THOROUGH FIELD INVENTORY OF REFUSE DEPOSITS PERFORMED.
 - DEVELOPER SHALL ARRANGE TO HAVE CONSTRUCTION CREW STAFF TRAINED TO IDENTIFY SIGNIFICANT ARCHAEOLOGICAL RESOURCES.
 - IDENTIFY SIGNIFICANT ARCHAEOLOGICAL RESOURCES. A COUNTY PLANNING DEPARTMENT STAFF SHALL BE CONTACTED AND WORK SHALL CEASE UNTIL A QUALIFIED ARCHAEOLOGIST AND A LOCAL NATIVE AMERICAN MONITOR (IF NECESSARY) CAN BE CONSULTED.
- 12) DEVELOPMENT TO PROMOTE AND FUND ALL PUBLIC SERVICES AND FACILITIES:
 - THE DEVELOPER SHALL PROVIDE, CONTRACT FOR, OR OTHERWISE OBTAIN ALL NECESSARY PUBLIC SERVICES AND FACILITIES FOR THIS SUBDIVISION. THESE SERVICES SHALL INCLUDE, BUT ARE NOT LIMITED TO, APPLICABLE FIRE PROTECTION, ELECTRICITY, TELEPHONE.
- 13) ADJACENT LANDS:
 - THE DEVELOPER SHALL INSTALL A HORSE TRAIL CONNECTING THE SUBDIVISION (AT THE WESTERN END OF MT. LANGLEY LANE) WITH EXISTING BLM TRAILS ON ADJACENT BLM PROPERTY TO THE WEST OF THE PROJECT SITE, AS HAS BEEN PREVIOUSLY CONSULTED AND AGREED UPON WITH BLM STAFF PERSONS. INSTALLATION OF THE HORSE TRAIL SHALL BE COMPLETED PRIOR TO APPROVAL OF ANY FINAL MAP THAT INCLUDES EQUESTRIAN USE.
 - EQUESTRIAN USE OF THE SUBDIVISION REQUIRING THAT ALL PROPERTY ADJACENT TO PUBLIC LANDS SHALL BE FENCED, FENCES SHALL BE INSTALLED PRIOR TO ISSUANCE OF ANY CERTIFICATE OF OCCUPANCY FOR BUILDINGS ON SUCH PROPERTY.
- 14) ADDITIONAL CONDITIONS IMPOSED BY THE PLANNING COMMISSIONERS AT THE APRIL 22, 2009 HEARING: THE PROJECT COAR'S SHALL BE AMENDED TO REFLECT:
 - COAR BUILDING MATERIALS CLAUSE: "EARTH TONES" OR NATURAL COLORS SHALL BE USED IN ORDER THAT STRUCTURE BLEND ON WITH THE SIZESLANDSCAPE.
 - CONSTRUCTION MATERIALS CLAUSE: NO REFLECTIVE SURFACES SHALL BE ALLOWED.
 - COAR STORAGE CLAUSE: ALL AUTO AND/OR RECREATIONAL VEHICLE STORAGE SHALL BE ROOFED SO AS TO SCREEN THEIR REFLECTIVE SURFACES.
 - COAR LANDSCAPING CLAUSE: ALL PERIMETER TREES REQUIRED BY THE COAR'S ARE TO BE OF A 15 GALLON SIZE.

CONDITIONS OF APPROVAL TRACT MAP NO. 239-PHASE 3

IN THE UNINCORPORATED TERRITORY OF INYO COUNTY STATE OF CALIFORNIA

BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT MAP NO. 239-PHASE 2 AS PER MAP RECORDED IN BOOK 4 OF SUBDIVISION MAPS AT PAGE 85, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF INYO, STATE OF CALIFORNIA. TOGETHER WITH LOT LINE ADJUSTMENT PARCEL 1, AS SHOWN AND DESCRIBED IN CERTIFICATE OF COMPLIANCE NO. 240 RECORDED SEPTEMBER 26, 2006 AS INSTRUMENT NO. 2006-0003967 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPTING THEREFROM LOTS 1, 2, 3, LOT 4, AND THE 60 FOOT OFFER OF DEDICATION TO INYO COUNTY AS SHOWN ON TRACT NO. 239-PHASE 2, AS PER MAP RECORDED IN BOOK 4 PAGE 77 OF SUBDIVISION MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. ALSO EXCEPTING THEREFROM LOTS 1 THROUGH 8 INCLUSIVE OF SAID TRACT MAP NO. 239-PHASE 2 AS PER MAP RECORDED IN BOOK 4 OF SUBDIVISION MAPS AT PAGE 85, IN THE OFFICE OF SAID COUNTY RECORDER.

THIS TRACT MAP IS SUBJECT TO THE CONDITIONS OF APPROVAL OF TENTATIVE TRACT MAP NO. 239, THE CONDITIONS THAT SHALL APPLY TO THIS TRACT MAP AS SHOWN ON THE SUBJECT OF THIS MAP. LOTS 1 THROUGH 8, AS SHOWN HEREON, ARE LOTS 3, 2, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

RESOLUTION NO. 2015-_____

**A RESOLUTION OF THE INYO COUNTY BOARD OF SUPERVISORS FOR
ACCEPTANCE OF OFFER OF DEDICATION FOR ROAD AND UTILITY
PURPOSES**

WHEREAS, Tract Map 239 Phase One offered for dedication the right-of-way for Valley View Drive for road and utility purposes to the public; and

WHEREAS, The County Board of Supervisors rejected the offer of dedication on behalf of the public because the street was not built to County standards at time of map approval; and

WHEREAS, the street in the right-of-way for Valley View Drive has been subsequently built to County standards; and

WHEREAS, the Inyo County Board of Supervisors may, by resolution at any later date, and without further action by the subdivider, rescind its action and accept the offer of dedication (Subdivision Map Act Section 66477.2(a)); and

WHEREAS, the acceptance directly benefits the residents of a subdivision and the public; and

NOW, THEREFORE, BE IT RESOLVED the rejected offer of dedication per Tract Map 239 Phase One is rescinded; and

NOW, THEREFORE, BE IT RESOLVED the offer of dedication per Tract Map 239 Phase One is accepted on behalf of the public;

PASSED AND ADOPTED THIS ____ DAY OF JUNE, 2015 BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

Rick Pucci, Board Chairperson
Inyo County Board of Supervisors

ATTEST: Kevin Carunchio
Clerk of the Board

By: _____
Patricia Gunsolley, Assistant



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
33

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

FROM: Alisha McMurtrie, Treasurer-Tax Collector

FOR THE BOARD MEETING OF: June 16, 2015

SUBJECT: Consideration of a salary increase for the Treasurer-Tax Collector.

DEPARTMENTAL RECOMMENDATION:

Request your Board:

1. Consider this request for a salary increase for the position of Treasurer-Tax Collector from \$7,807 to \$8,934 per month (the 2015/16 salary rate as of July 1, 2015), and
2. If approved, provide direction to Personnel staff to prepare the changes necessary to amend Inyo County Code Section 2.88.040 to reflect this increase.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The position of Treasurer-Tax Collector last salary increase was on November 14, 2006. This position has been the recipient of the COLA's that all other employees have received over the years. I am requesting that the salary of this office be increased to the amount of \$8,934 per month and be brought into alignment with the County Assessor and Auditor-Controller. Historically, the elected officials of these offices have had the same compensation levels. In addition, the most recent MOU with the Elected Official Assistant's Association, a previous Board approved the Assistants of the Assessor, Auditor-Controller, Clerk-Recorder and Treasurer-Tax Collector to have the exact same monthly compensation rate (Attachment A). As compensation rates currently stand, the Assistant Treasurer-Tax Collector position earns 78% of the department heads salary rate (the highest ratio), while the other Assistants salary ratios are as low as 69.5% of their respective department heads. The intention behind the ratification of that MOU seems to be equal salary rates between the property tax related departments.

I have been with the Treasurer-Tax Collector's office since July 1999. I served in every position in the office prior to my election on June 6, 2006. I have been elected to this office three times. In my tenure with this department, there have been many changes as we strive to maintain the highest level of security for our public funds, meet all of the treasury pool's liquidity needs, and bill and collect over 55 million dollars of annual taxes due to the County, Districts and other local agencies.

A few of the major achievements during my tenure are:

- Implementation of credit/debit/echeck acceptance for property tax payments, court fines, probation fines, environmental health fees and museum purchases and donations. My department alone received over \$600,000.00 in credit card payments for property taxes in 2013-14. I streamlined the process for receipting these funds to make this a seamless process for all involved. This is an ongoing implementation as we continue to add departments to the system as needed.
- Online tax defaulted land auctions. Using our online auction vendor, I have taken the local auction and presented it to the outside world. During our last auction, we had over 3000 hits to our local properties, when in the past we had 30 in person bidders. In spite of the last recession, we were able to transfer all of our tax defaulted

properties into the hands of owners who are ready to pay their tax obligations. Most of the purchasers were from out of the area.

- Streamlining our depositing procedures. I have set up a depositing process that allows all departments not located in Independence, to deposit their funds into the nearest financial institution the treasury does business with. This allows for same day processing of Auditor receipts as well as crediting to the departments respective trusts within the General Ledger. We include the use of our email system to facilitate this process.
- Expanded the use of online/real time banking. Union Bank of California is on the cutting edge for secure banking processes. Securing our funds is an expensive venture. I have taken the available bank processing and brought it in house to lower those costs, while maintain the security. In essence, my office has practically become a full service bank. My office conducts over \$500 million dollars' worth of transactions annually.
- I have maintained the high standard set by my predecessor, Mr. Treacy, in that Inyo County continues to be in the top tier of Counties for collection rates in the State. We average a 98.8% collection rate most years if not higher. This is a positive reflection of the taxpayers of Inyo County. My office bills/collects/accounts for over \$55MM in annual taxes.
- I am the project sponsor for the PTMS project currently underway to replace and upgrade our property tax management system. This will not only improve and streamline our current processing, but it will provide access to the public we have never achieved before. When completed, this will be one achievement I am most proud of.

These are just a few of the major changes that I have made to the way my department does business since 2007. We continue to adjust to the business practices of the corporate world, since that has an impact on our banking processes, as well as to all legislative changes that come from the Federal and State levels.

ALTERNATIVES:

Your Board can choose not to approve the salary increase.

OTHER AGENCY INVOLVEMENT:

FINANCING:

If approved, the salary increase will result in an overall increase of approximately \$17,000.00 which includes all benefit contributions. The upcoming 2015/16 Treasurer-Tax Collector budget, 010500, has a significant amount of salary savings, which can absorb any increase for the fiscal year with no increase to projected net county costs.

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)

Ruska McMurree

Date: *6/2/15*

Attachment A
Elected Officials Assistant Association

Assistant Assessor	\$6,074
Assistant Auditor	\$6,074
Assistant Clerk/Recorder	\$6,074
Assistant District Attorney	\$8,974
Assistant Treasurer/Tax Collector	\$6,074



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 34

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

FROM: Inyo County Water Department

FOR THE BOARD MEETING OF: June 16, 2015

SUBJECT: Recruitment of Eight Seasonal Field Assistants

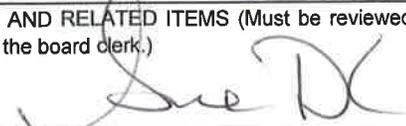
DEPARTMENTAL RECOMMENDATION: Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the seasonal field assistant positions exists as certified by the Water and concurred with by the County Administrator and the Auditor-Controller; B) where due to the seasonal nature of the positions it is unlikely that the positions could be filled by internal candidates meeting the qualifications for the positions, therefore an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of eight seasonal Field Assistant I's at Range 050PT (\$14.46 - \$17.56 per hour) for the period of October 1, 2015 through March 30, 2016, contingent upon adoption of the FY 2015/16 budget.

SUMMARY DISCUSSION: The Water Department has annually hired seasonal field assistants to assist with Saltcedar eradication that has been conducted since 1998. The purpose of this program is to remove salt cedar in the Owens Valley and assist in restoring native vegetation along the Lower Owens River Project.

ALTERNATIVES: The Board could decide not to approve the request. This alternative would prevent the Water Department from complying with the requirements of the Long Term Water Agreement annual maintenance and control effort of the Saltcedar Control program.

OTHER AGENCY INVOLVEMENT: The Inyo County Personnel Department will assist with the recruitment of the requested positions.

FINANCING: Funds were budgeted in the FY 2015-2016 Salt Cedar budget (024502) for eight Seasonal Field Assistants contingent on the adoption of the 2015/16 budget.

APPROVALS	
COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>eyes</u> Date <u>6/2/2015</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: <u>✓</u> Date <u>6/2/15</u>

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



Date: 6.8.2015



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

35

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

FROM: COUNTY COUNSEL and PLANNING DEPARTMENT DEPARTMENT

FOR THE BOARD MEETING OF: **JUNE 16, 2015**

SUBJECT: **APPROVAL OF CONTRACT WITH GREGORY L. JAMES, WATER/ENVIRONMENTAL ATTORNEY – YUCCA MT. PROJECT**

DEPARTMENTAL RECOMMENDATION: Approve the Agreement between the County of Inyo and Gregory L. James, Attorney at Law, for the provision of legal services to the County related to the Yucca Mountain Repository Licensing Proceedings before the Nuclear Regulatory Commission, and related Court actions, for the period from July 1, 2015 through June 30, 2016, at a base rate of One Hundred Eighty Five Dollars (\$185.00) per hour, as further set forth in Attachment B, with travel time paid at Fifty Dollars (\$50.00) an hour, and a Contract Limit of Twenty Five Thousand Dollars (\$25,000.00); contingent upon the Board of Supervisors approving the 2015/16 Budget; and authorize the Chairperson to sign on behalf of the County. (4/5's vote required)

SUMMARY DISCUSSION: As your Board is aware, Mr. James has extensive experience providing Inyo County with water and environmental related legal advice. Mr. James has represented the County on Yucca Mountain related matters since October of 2008. He was instrumental in inserting Inyo County into the licensing process in a professional manner with a good likelihood of success. As it was last year, it is fair to say that the licensing proceeding is in a state in flux if not moribund. However, there is an occasional need for Mr. James advice regarding the program.

Additionally, it will be important to stay abreast of the current litigation regarding withdrawal of the license and rejuvenated license proceedings, and of the regulations and guidance that would be issued by DOE regarding return or use of the funding that has been provided and equipment and evidence obtained as a result of federal funding. The continuity Mr. James provides will be valuable whether the licensing proceedings continue or the program comes to a halt.

The rate in this contract is the same as in the previous contract. The proposed contract rate is \$185.00/hour for attorney time with an additional \$40.00/hour if Mr. James spends more than 100 hours a month on Yucca Mountain matters and \$50.00/hour for travel time. The proposed contract is for one year. The limit upon the amount payable under the contract is \$25,000.00.

Mr. James' activities under this Agreement will continue to be monitored, directed, and supervised by the County Counsel in consultation with the Planning Director and other involved Department Heads, to ensure that the legal services undertaken to be provided by Mr. James are necessary, cost effective, and in accordance with the Board of Supervisors direction. The County Counsel staff attorneys have and will continue to assist Mr. James to the extent possible in order to hold down the expenses incurred under Mr. James' Agreement.

ALTERNATIVES:

1. Decline to approve the Agreement with Gregory L. James as recommended, and direct that the office of County Counsel provide the County and its departments with legal services relating to Yucca Mountain proceedings with existing attorney staff.
2. Decline to approve the Agreement with Gregory L. James as recommended, and direct staff to circulate a Request for Qualifications for another attorney or law firm to provide these services.

OTHER AGENCY INVOLVEMENT: none

FINANCING: Funding will be included in the Planning Yucca Mountain Department Budget 620605 Object Code 5265 in the 2015/16 budget.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Margaret Kemp-Williams Approved: <input checked="" type="checkbox"/> Date 6/8/15
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) C. No Approved: <u>yes</u> Date 6/9/15
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) J. D. Approved: <u>J</u> Date 6/9/15

DEPARTMENT HEAD SIGNATURE: Margaret Kemp-Williams Date: 6/8/15
(Not to be signed until all approvals are received)

DEPARTMENT HEAD SIGNATURE: [Signature] Date: 6/8/15
(Not to be signed until all approvals are received)

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

TERM:

FROM: July 1, 2015 TO: June 30, 2016

SCOPE OF WORK:

1. Contractor shall advise and represent Inyo County, its agents, officers and employees regarding all aspects of the Yucca Mountain Nuclear Repository Licensing Proceedings conducted before the Nuclear Regulatory Commission, and any appeals arising therefrom to State or Federal Courts.
2. Contractor shall receive direction from the Inyo County Board of Supervisors and/or the County Counsel.
3. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.
4. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Electronic copies of documents received and created by Contractor shall be delivered to County Counsel's Office to be stored..
5. Contractor shall file and serve required pleadings, notices, discovery documents and other motions and materials on behalf of the County, its officers or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.
6. Contractor may send to the Office of County Counsel, one copy of those pleadings, notices, discovery, motions, documents, and materials to be appropriately delivered to County officers and employees. The Office of County Counsel will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
7. Contractor shall take the actions necessary to have all pleadings, notices, discovery, motions, documents, and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his/her offices and the County Counsel at the Independence office. Contractor shall also provide to the County Counsel at the Independence office, one copy of all pleadings, notices, discovery, motions, notices, and other documents served and or filed by Contractor on behalf of the County, its officers or employees in electronic format.
8. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

TERM:

FROM: July 1, 2015 TO: June 30, 2016

SCHEDULE OF FEES:

1. COMPENSATION:

County shall pay to Contractor for the work and services described in Attachment **A** which are performed by Contractor at County's request, at the rates set forth below:

- a. Except as provided in subparagraph b. and c. below, County will pay Contractor One Hundred Eighty Five Dollars (\$185.00) per hour ("hourly rate") or increments thereof, for all work and services provided by Contractor to County under this Agreement.
- b. For each hour worked under the provisions of this Agreement by the Contractor in excess of one hundred (100) hours in any calendar month, Contractor will be paid an additional premium of Forty Dollars (\$40.00) per hour. This premium is in addition to the hourly rate set forth in paragraph a. above.
- c. Contractor will be paid for travel time at the rate of Fifty Dollars (\$50.00) per hour or increments thereof, for all time Contractor spends traveling in the performance of this Agreement.

2. INCIDENTAL EXPENSES WILL BE REIMBURSED/CREDITED AS BILLED:

County shall reimburse Contractor at the costs set forth below for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for these incidental expenses will not exceed the costs set forth below:

<u>Types of Expenses</u>	<u>Cost:</u>
Fax	Actual Costs
Postage	Actual Costs
Federal Express/UPS	Actual Costs
Express Mail	Actual Costs
Long Distance Calls	Actual Costs
Photocopying (not attorney service)	Actual Costs
Computer Assisted Research	Actual Costs
Service of Documents/Pleadings (attorney service)	Actual Costs
Document Production (attorney service)	Actual Costs

ATTACHMENT B - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

TERM:

FROM: July 1, 2015 TO: June 30, 2016

SCHEDULE OF FEES:

Filing fees	Actual Costs
Jury fees	Actual Costs
Court Reporter/Transcripts	Actual Costs
Experts	Rate approved by County Counsel
Witness fees	Actual Costs

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
YUCCA MOUNTAIN NUCLEAR REPOSITORY**

TERM:

FROM: July 1, 2015 TO: June 30, 2016

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT

- A. Contractor will be compensated for his travel time as set forth in the Schedule of Fees (Attachment **B**) above.
- B. Where Contractor is providing work and services for County under this Agreement, Contractor will be reimbursed for his travel expenses and per diem at the same rate that County reimburses its permanent merit system employees for such expenses.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

36

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

FROM: COUNTY COUNSEL AND WATER DEPARTMENT

FOR THE BOARD MEETING OF: **June 16, 2015**

SUBJECT: **APPROVAL OF CONTRACT WITH GREGORY L. JAMES, WATER ATTORNEY – WATER DEPARTMENT**

DEPARTMENTAL RECOMMENDATION: Approve the Agreement between the County of Inyo and Gregory L. James, Attorney at Law, for the provision of Water Attorney services to the Water Department for the period from July 1, 2015 through June 30, 2016, at the rate of One Hundred Fifty Five Dollars(\$155.00) for every hour of legal services except travel time which will be paid at Fifty Dollars (\$50.00) an hour, and a contract limit of Sixty Thousand Dollars (\$60,000.00); and authorize the Chairperson to sign the contract upon the appropriate signatures being obtained and contingent upon the Board of Supervisors approving the 2015/16 Budget; and authorize the Chairperson to sign on behalf of the County. (4/5's vote required)

CAO RECOMMENDATION: n/a

SUMMARY DISCUSSION: As your Board is aware, Mr. James has represented Inyo County on water related matters for decades, as both a County employee and contractor. His expertise in water law in general, and more importantly in Inyo County water issues, has proved to be invaluable to this and the previous County Counsel. Such expertise would be difficult if not impossible to replace. The proposed contract rate of \$155.00/hour for attorney time and \$50.00/hour for travel time is below market rate for an attorney with his expertise.

Mr. James has demonstrated the ability to handle numerous assignments in the area of water/environmental law simultaneously, accepting the County's priority for each case or matter, managing his time effectively, and willingly adjusting his schedule to meet unforeseeable work load requirements. His excellent oral and written communication skills and amicable personality have allowed him to gain the trust and confidence of the Board of Supervisors, Department Heads, other County employees, and a variety of parties in various lawsuits. Overall, Mr. James has performed as a highly skilled and competent attorney in the areas of Water/Environmental law, which may be intermixed in his services under this contract, and his services contribute significantly to the County's ability to successfully represent itself and its officers and employees in water related litigation, including those involving the City of Los Angeles Department of Water and Power.

The rate in this contract is the same as in the previous contract. The proposed contract rate is \$155.00/hour for attorney time and \$50.00/hour for travel time. The proposed contract is for one year. The limit upon the amount payable under the contract is \$60,000.00. Of course, there is no obligation to incur services up to the contract limit. Compensation under the contract is paid by hour of actual service. Mr. James' activities under his existing contract are, and will continue to be, monitored, directed, and supervised by the County Counsel in consultation with the Water Director to ensure that the legal services provided by Mr. James are necessary, cost effective, and in accordance with the Board of Supervisors direction. The County Counsel staff attorneys have and will continue to assist Mr. James to the extent possible in order to hold down the expenses incurred under Mr. James' Agreement.

ALTERNATIVES:

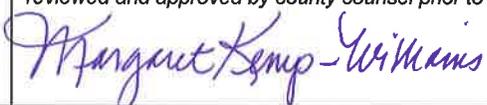
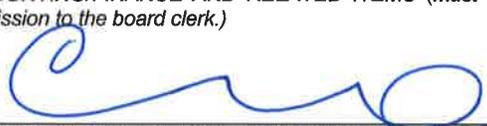
1. Decline to approve the Agreement with Gregory L. James as recommended, and direct that the office of County Counsel provide the County and its departments with legal services relating to Water matters with

existing attorney staff. This option would result in significant delays in completing requests for legal services for all but the most critical matters; and would significantly reduce this office's ability to represent and defend the County and its officers in litigation as well as to direct and manage litigation involving the County that is handled by outside counsel.

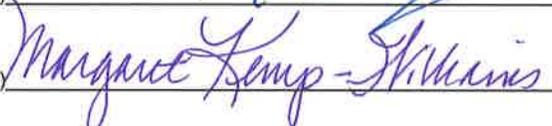
2. Decline to approve the Agreement with Gregory L. James as recommended, and direct staff to circulate a Request for Qualifications for another attorney or law firm to provide these services.

OTHER AGENCY INVOLVEMENT: none

FINANCING: Funding will be included in Water Department's Budget 024102 Object Code 5265 in the 2015/16 budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date <u>06/08/15</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>6/10/2015</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: <input checked="" type="checkbox"/> Date <u>6/8/15</u>

DEPARTMENT HEAD SIGNATURE:  Date: 6.10.15
 (Not to be signed until all approvals are received)

DEPARTMENT HEAD SIGNATURE:  Date: 06/08/15
 (Not to be signed until all approvals are received)
 /s/ARF/GJamesWtr201415

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT**

TERM:

FROM: July 1, 2015 TO: June 30, 2016

SCOPE OF WORK:

1. Contractor shall advise and represent Inyo County, its agents, officers and employees regarding all aspects of water and environmental law involving the operation and activities of the Inyo County Water Department. Specifically these responsibilities include:
 - Advise concerning legal issues involved in the joint management of Owens Valley water resources with the City of Los Angeles Department of Water and Power (LADWP) under the Long Term Water Agreement (LTWA), entered as Stipulated Judgment in the Inyo County Superior Court;
 - Advise regarding legal issues related to the implementation, oversight and enforcement of all activities and projects, including enhancement/mitigation projects, provided for in or arising from, the LTWA, the Final Environmental Impact Report (FEIR) for the LTWA, the Memorandum of Understanding (MOU) between the County, LADWP, the State Lands Commission, California Department of Fish and Game, the Sierra Club and the Owens Valley Committee, which resolves their concerns over the adequacy of the FEIR;
 - Advise and provide guidance concerning anticipated litigation and/or Dispute Resolution arising from the LTWA, FEIR, and MOU;
 - Advise the County Water Department concerning legal issues involved in monitoring the water and vegetation environment of the Owens Valley;
 - Advise and assist in coordinating, developing, and preparing the County's position, and the evidence supporting it, for disputes under the (LTWA), and for other water related litigation;
 - Advise the Board of Supervisors, Director of the Water Department, County Counsel and other County officers and employees concerning potential impacts of court decisions, activities, projects, legislation, and administrative actions on the County's water resources; and become involved as may be directed by the Board of Supervisors and/or the County Counsel, in such decisions, activities, projects, legislation and actions;
 - Under the supervision and direction of the County Counsel, represent the County, its agents, officers and employees in water related litigation; and
 - Make presentation on water and environmental related legal topics to the Board of Supervisors, County Water Commission, other County Officers and employees, federal and state agencies, citizens and residents of the County, environmental and other non-profit groups.
2. Contractor shall receive direction from the Inyo County Board of Supervisors and/or the County Counsel.
3. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.

ATTACHMENT A - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT**

TERM:

FROM: July 1, 2015 TO: June 30, 2016

SCOPE OF WORK:

4. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Electronic copies of documents received and created by Contractor shall be delivered to County Counsel's Office to be stored.
5. Contractor shall file and serve required pleadings, notices, discovery documents and other motions and materials on behalf of the County, its officers or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.
6. Contractor may send to the Office of County Counsel, one copy of those pleadings, notices, discovery, motions, documents, and materials to be appropriately delivered to County officers and employees. The Office of County Counsel will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
7. Contractor shall take the actions necessary to have all pleadings, notices, discovery, motions, documents, and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his/her offices and the County Counsel the Independence office. Contractor shall also provide to the County Counsel at the Independence office, one copy of all pleadings, notices, discovery, motions, notices, and other documents served and or filed by Contractor on behalf of the County, its officers or employees in electronic format.
8. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT**

TERM:

FROM: July 1, 2015 TO: June 30, 2016

SCHEDULE OF FEES:

1. COMPENSATION:

County shall pay to Contractor for the work and services described in Attachment A which are performed by Contractor at County's request, at the rates set forth below:

- a. Except as provided in subparagraph b. below, County will pay Contractor One Hundred Fifty Five Dollars (\$155.00) per hour or increments thereof, for all work and services provided by Contractor to County under this Agreement.
- b. Contractor will be paid for travel time at the rate of Fifty Dollars (\$50.00) per hour or increments thereof, for all time Contractor spends traveling in the performance of this Agreement.

2. INCIDENTAL EXPENSES WILL BE REIMBURSED/CREDITED AS BILLED:

County shall reimburse Contractor at the costs set forth below for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for these incidental expenses will not exceed the costs set forth below:

<u>Types of Expenses</u>	<u>Cost:</u>
Fax	Actual Costs
Postage	Actual Costs
Federal Express/UPS	Actual Costs
Express Mail	Actual Costs
Long Distance Calls	Actual Costs
Photocopying (not attorney service)	Actual Costs
Computer Assisted Research	Actual Costs
Service of Documents/Pleadings (attorney service)	Actual Costs
Document Production (attorney service)	Actual Costs
Filing fees	Actual Costs
Jury fees	Actual Costs
Court Reporter/Transcripts	Actual Costs
Experts	Rate approved by County Counsel
Witness fees	Actual Costs

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING WATER DEPARTMENT**

TERM:

FROM: July 1, 2015 TO: June 30, 2016

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT

- A. Contractor will be compensated for his travel time as set forth in the Schedule of Fees (Attachment **B**) above.
- B. Where Contractor is providing work and services for County under this Agreement, Contractor will be reimbursed for his travel expenses and per diem at the same rate that County reimburses its permanent merit system employees for such expenses.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 37

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

FROM: COUNTY COUNSEL

FOR THE BOARD MEETING OF JUNE 16, 2015

SUBJECT: APPROVAL OF CONTRACT WITH GREGORY L. JAMES, ENVIRONMENTAL ATTORNEY

DEPARTMENTAL RECOMMENDATION: Approve the Agreement between the Office of County Counsel and Gregory L. James, Attorney at Law, for the provision of Environmental Attorney services for the period from July 1, 2015 through June 30, 2016, at the rate of One Hundred Fifty Five Dollars(\$155.00) for every hour of legal services except travel time which will be paid at Fifty Dollars (\$50.00) an hour, and a contract limit of Sixty Thousand Dollars (\$60,000.00); contingent upon the Board of Supervisors approving the 2015/16 Budget; and authorize the Chairperson to sign on behalf of the County. (4/5 vote required)

CAO RECOMMENDATION:

SUMMARY DISCUSSION: As your Board is aware, Mr. James has represented Inyo County on water/environmental law related matters for decades, as both a County employee and contractor. His expertise on such matters has proved to be invaluable to this and previous County Counsels. Such expertise would be difficult if not impossible to replace. The proposed contract rate of \$155.00/hour for attorney time and \$50.00/hour for travel time is below market rate for an attorney with his expertise.

Mr. James has demonstrated the ability to handle numerous assignments in the area of water/environmental law simultaneously, accepting the County's priority for each case or matter, managing his time effectively, and willingly adjusting his schedule to meet unforeseeable work load requirements. His excellent oral and written communication skills and amicable personality have allowed him to gain the trust and confidence of the Board of Supervisors, Department Heads, other County employees, and a variety of parties in various lawsuits. Overall, Mr. James has performed as a highly skilled and competent attorney in the area of Environmental law and his services contribute significantly to the County's ability to successfully represent itself and its officers and employees in environmental law related litigation.

The rate in this contract is the same as in the previous contract. The proposed contract rate is \$155.00/hour for attorney time and \$50.00/hour for travel time. The limit upon the amount payable under the contract is \$25,000.00. Of course, there is no obligation to incur services up to the contract limit. Compensation under the contract is paid by hour of actual service. Mr. James' activities under his existing contract are, and will continue to be, monitored, directed, and supervised by the County Counsel in consultation with the Planning Director to ensure that the legal services provided by Mr. James are necessary, cost effective, and in accordance with the Board of Supervisors direction. The County Counsel staff attorneys have and will continue to assist Mr. James to the extent possible in order to hold down the expenses incurred under Mr. James' Agreement.

ALTERNATIVES:

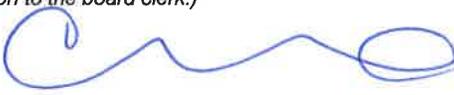
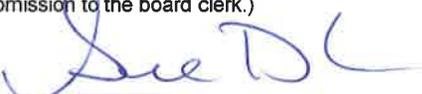
1. Decline to approve the Agreement with Gregory L. James as recommended, and direct that the office of County Counsel provide the County and its departments with legal services relating to environmental matters with existing attorney staff. This option would result in significant delays in completing requests for legal services for all but the most critical matters; and would significantly reduce this office's ability to represent and defend the County and its officers in litigation as well as to direct and manage litigation involving the County that is handled by outside counsel.

2. Decline to approve the Agreement with Gregory L. James as recommended, and direct staff to circulate a Request for Qualifications for another attorney or law firm to provide these services.

OTHER AGENCY INVOLVEMENT: none

FINANCING: Funding is included in County Counsel's Budget 010700 Object Code 5265 in the 2015/16 budget in the amount of \$25,000.00

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>06/08/15</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>06/9/2015</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: <input checked="" type="checkbox"/> Date <u>6/8/15</u>

DEPARTMENT HEAD SIGNATURE:  Date: 06/08/15
(Not to be signed until all approvals are received)

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING LAND USE VARIOUS MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL**

TERM:

FROM: July 1, 2015 TO: June 30, 2016

SCOPE OF WORK:

1. Upon request, Contractor shall represent and advise County, its agents, officers and employees regarding on such matters as sought by the County Counsel's office including without limitation Adventure Trails, Crystal Geyser, Munroe Valley, and other matters as deemed necessary to meet the County's legal needs as determined by the County Counsel. In this regard Contractor will bill each cause on which he provides services to the County Counsel separately each month.
2. Contractor shall receive direction from the Inyo County Board of Supervisors and/or the County Counsel.
3. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.
4. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Once completed, Contractor may deliver the files and materials to the Office of County Counsel for storage.
5. Contractor shall file and serve required pleadings, notices, discovery documents and other motions and materials on behalf of the County, its officers or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.
6. Contractor may send to the Office of County Counsel, one copy of those pleadings, notices, discovery, motions, documents, and materials to be appropriately delivered to County officers and employees. The Office of County Counsel will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
7. Contractor shall take the actions necessary to have all pleadings, notices, discovery, motions, documents, and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his/her offices and the County Counsel at his Independence office. Contractor shall also provide to the County Counsel at his Independence office, one copy of all pleadings, notices, discovery, motions, notices, and other documents served and or filed by Contractor on behalf of the County, its officers or employees.
8. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.
9. Further, as may be agreed upon by County and Contractor, Contractor shall represent and advise the County, and such of its agents, officers, and employees that the County may designate, in pending and potential non-water related litigation or disputes before State and Federal courts, county, state and federal administrative agencies, arbitrations and/or mediation proceedings.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING VARIOUS MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL**

TERM:

FROM: July 1, 2015 TO: June 30, 2016

SCHEDULE OF FEES:

1. COMPENSATION:

County shall pay to Contractor for the work and services described in Attachment A which are performed by Contractor at County's request, at the rates set forth below:

- a. Except as provided in subparagraph b. below, County will pay Contractor One Hundred Fifty Five Dollars (\$155.00) per hour or increments thereof, for all work and services provided by Contractor to County under this Agreement.
- b. Contractor will be paid for travel time at the rate of Fifty Dollars (\$50.00) per hour or increments thereof, for all time Contractor spends traveling in the performance of this Agreement.

2. INCIDENTAL EXPENSES:

County shall reimburse Contractor at the costs set forth below for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for these incidental expenses will not exceed the costs set forth below:

<u>Types of Expenses</u>	<u>Cost:</u>
Fax	Actual Costs
Postage	Actual Costs
Federal Express/UPS	Actual Costs
Express Mail	Actual Costs
Long Distance Calls	Actual Costs
Photocopying (not attorney service)	Actual Costs
Service of Documents/Pleadings (attorney service)	Actual Costs
Document Production (attorney service)	Actual Costs
Filing fees	Actual Costs
Jury fees	Actual Costs
Court Reporter/Transcripts	Actual Costs
Experts	Rate approved by County Counsel
Witness fees	Actual Costs

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND GREGORY L. JAMES
FOR THE PROVISION OF LEGAL SERVICES
WATER/ENVIRONMENTAL ATTORNEY SERVICES
REGARDING VARIOUS MATTERS AT THE DIRECTION OF THE COUNTY COUNSEL**

TERM:

FROM: July 1, 2015 TO: June 30, 2016

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT

- A. Contractor will be compensated for his travel time as set forth in the Schedule of Fees (Attachment B) above.
- B. Where Contractor is providing work and services for County under this Agreement, Contractor will be reimbursed for his travel expenses and per diem at the same rate that County reimburses its permanent merit system employees for such expenses.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

38

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

FROM: CAO/County Counsel

FOR THE BOARD MEETING OF: June 16, 2015

SUBJECT: APPROVAL AND RATIFICATION THE THIRD ENGAGEMENT LETTER WITH LINER, LLP FOR LEGALSERVICES REGARDING THE CONSOLIDATED OFFICE BUILDING BUILD-TO-SUIT LEASE

DEPARTMENTAL RECOMMENDATION: Request your Board (a) ratify and approve the Engagement Letter ["Agreement"] number 3 between the County of Inyo and Liner, LLP ["Liner"] for the provision of legal services for the Consolidated Office Building Build-to-Suit Lease on an hourly basis during Phase 2 in the amount of \$7,500 above the flat fee of \$15,000 and for Phase 3 at an hourly rate of \$333 to a maximum of \$5,000, (b) contingent upon the Board of Supervisors approving the 2015/16 Budget and future budgets; and (c) authorize the Chairperson to sign on behalf of the County. (4/5s vote required).

CAO RECOMMENDATION:

SUMMARY DISCUSSION: In January 2014, the County Administrator and County Counsel interviewed lawyers recommended by the County's consulting real estate economist, Allan Kotin, to assist in the negotiation and preparation of a lease for the proposed Consolidated Office Building project. Following those interviews, the County Administrator and the County Counsel evaluated the qualifications and projected cost of each candidate. The Liner firm agreed to provide a reduced hourly rate and to work on a fixed fee.

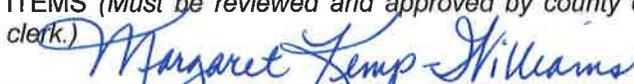
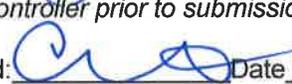
March 20, 2014, we entered into our first Agreement, Engagement Letter, with Liner to evaluate the legal aspects of the lease of the "Consolidated Office Building" with option to buy and designated that as Phase 1. Phase 2 commenced on February 10, 2015, with the Board's approval of Engagement Letter 2. Phase 2 included drafting the next version of the Lease for an additional fixed fee; comment upon the original draft provided by Developer; follow up discussion with the Client and/or Developer as applicable, with respect to comments; and, generation of a responsive proposed form of a draft ground lease. It was expected we could reach a final lease ready for signature in Phase 2, subject to no unexpected developments. Any time spent by Liner beyond the above tasks was to be billed at \$495 an hour.

In an effort to complete the lease in a compressed timeframe, the Liner Firm worked diligently on this matter with County Counsel over a five day period, which involved unexpected negotiations and redrafting. In responding to these unexpected developments, Liner's additional services were valued at in excess of \$21,000. Liner has agreed as reflected in Letter of Engagement 3 to accept payment of \$7,500 as full payment for all time spent to date. Should we continue to require legal assistance from Liner, it has agreed to provide 15 additional hours of service at the rate of \$333 per hour to a maximum of \$5,000. This maximum will not be passed without your Board's Approval.

ALTERNATIVES: Your Board could choose not to approve the Agreement with Liner, LLP, however this is not recommended because the County has an obligation to pay Liner's charges to date. Additionally, this option would lose the project knowledge gained by Liner resulting in significant delays. Moreover, it is questionable we can locate counsel of the skill set required at or near the price offered by Liner. The next lowest projected cost for preparing the lease [Phases 1 and 2] was \$40,000, a price we have not yet reached with Liner.

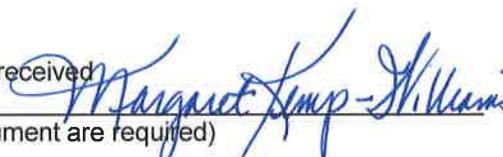
OTHER AGENCY INVOLVEMENT:

FINANCING: Funding for this Phase 3 [\$7500 for hourly services provided in Phase 2 and \$5000] will come from County Counsel salary savings Budget 010700 Object Code 5001 as authorized and approved by the CAO in the Fiscal Year 2014-2015.

<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.) 
AUDITOR/ CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved:  Date <u>6/11/2015</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.) n/a Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 06/11/15

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

June 11, 2015

VIA E-MAIL MKEMP-WILLIAMS@INYOCOUNTY.US

Margaret Kemp-Williams
Inyo County Counsel
County of Inyo
P.O. Box M
224 No. Edwards Street
Independence, CA 93526

Re: Engagement Letter - County of Inyo
Inyo County Consolidated Office Building Build-to-Suit Lease

Dear Marge:

We are pleased that the County of Inyo ("Client") has decided to retain Liner LLP (the "Firm") as your counsel in this matter. This letter confirms our agreement regarding the terms and conditions of our engagement (the "Agreement"). This letter shall supersede and replace our original engagement letters of March 20, 2014 and February 3, 2015 (the "Original Engagement Letter") with respect to all work performed after the date of this letter, and shall govern our engagement with respect to all future work on this matter. All prior work performed and fees paid under the Original Engagement Letters shall continue to be governed by that Original Engagement Letters; provided that, as we have discussed, upon our receipt of the \$15,000 fixed fee payment on phase 2 of our work and the additional payments of \$7500 for hourly services in connection therewith, all fees under the prior Original Engagement Letters will be current.

We have prepared this Engagement Letter to set forth the terms under which the Client would engage the Firm in connection with matters relating to prospective negotiation and documentation (including a build-to-suit lease with an option to purchase the building and land) for the development of an Inyo County Consolidated Office Building, which will house various County operations.

1. **LEGAL FEES.** As we discussed, as a Phase 3 of this project we will agree to perform up to 15 hours of additional work at the rate of \$333 per hour. All further work you request us to perform beyond 15 hours, if any, would be subject to your further authorization, and, subject to that authorization, will be billed at the reduced partner rate of \$495.00 per hour for transactional work on this matter. We will not undertake any work beyond the initial 15 hour period described above without first contacting you and obtaining your written confirmation to proceed.

2. **DISBURSEMENTS.** In addition to fees for services rendered, our Firm may incur or advance out-of-pocket costs that we believe are reasonably necessary for the proper handling of the matters for which we are engaged. Such costs may include, by way of example, costs of photocopying, electronic transmission

and long distance telephone charges, air freight charges, title and recording fees, court reporting charges, travel expenses, and the like. The Firm may use a reasonable, estimated overhead allocation rather than a specific charge.

It is our policy not to advance the costs of services provided by outside vendors in amounts exceeding \$100. Examples include but are not necessarily limited to outside photocopying services and graphic services. We will forward invoices from such vendors to the Client for payment directly to the vendors and the Client agrees to pay all such invoices promptly. Nothing contained herein shall be construed as creating any obligation on the part of the Firm to advance any such costs on Client's behalf, and in the event the Firm elects to do so, the Firm is under no continuing obligation to do so in the future.

3. **INVOICES.** Invoices for costs incurred and services rendered by our Firm will be submitted to the Client on a monthly basis (unless the amount of the invoice would be so small that we decide to defer billing it, or we have agreed to an alternate billing arrangement). All payments are due upon receipt of our invoices. In the absence of any written objection to an invoice within seven (7) days after receipt, the Client will be deemed to have accepted and acknowledged the invoice as correct for the period covered by that invoice. At the Firm's election, payments not made within thirty (30) days after billing shall bear interest at the highest rate allowed by law.

4. **RETAINER.** At the present time, we have not requested that the Client pay us a retainer. As to other matters for which you might engage our Firm in the future or should any litigation arise in connection with this matter, we might request that the Client provide our Firm with an appropriate retainer. If a retainer is required in the future, it should not be viewed as a minimum or maximum legal fee (which will be determined based on the hourly billing rates of the attorneys involved as discussed above, unless the Client and our Firm agree to an alternate billing arrangement), and is merely a refundable deposit to be applied to our future fees (with any excess to be returned to the Client).

5. **CONFIDENTIALITY; OTHER ETHICAL OBLIGATIONS.** We would like to give you our assurance that this Firm takes very seriously all of its ethical obligations imposed under the ethics rules of California and the other jurisdictions in which we practice law. These obligations include, among others, the Firm's ethical duty to maintain the confidential nature of its clients' activities.

6. **CONFLICT OF INTEREST.** Our representation of you in any matter must be conditioned upon there being no existing conflict of interest with any party having an adverse interest, unless, under certain circumstances, the parties that are the basis for such conflict of interest are willing to give their informed written consent to our representation despite the existence of such conflict, and to waive, in writing, any actual or potential conflict of interest arising as a result of our representation in those matters. Accordingly, for each matter as to which you propose to engage our Firm, we will require that you provide information as to actual or potential adverse parties, and we will conduct an internal investigation to determine whether our representation of you in that matter would result in a conflict of interest. If we determine that such representation would result

in a conflict of interest, I will call you so that we can address the conflict and determine whether, and under what conditions, our Firm can undertake the requested work.

7. **RIGHTS TO TERMINATE.** You shall have the right, at any time, for any reason or no reason at all, to terminate our services. The law provides the Firm may terminate our services under certain circumstances. For instance, we shall have the right to terminate your engagement of our Firm if our invoices for services rendered are not paid in a reasonably prompt manner. Prior to terminating your engagement of our Firm, we shall give you not less than 15 days' prior notice. In the event of any termination, all sums owing by you to the Firm shall be then due and payable.

8. **FUTURE MATTERS.** Unless otherwise agreed in writing between us, all other matters referred to us for representation in the future shall be governed by the terms of this Agreement and shall be automatically subject to hereto except as we may otherwise confirm in writing at that time.

9. **RECORDS RETENTION.** You are entitled to the return of any files (including digital records) in our possession relating to the legal services performed by us for you at any time after the conclusion of the matter (excluding our internal accounting record and attorney work product including drafts, notes, internal memoranda, etc.). Please be advised that under our records retention policy, we normally destroy files seven (7) years after the matter is closed. If you would like the file to be returned to you, please discuss this issue with me at the conclusion of the matter and arrangements will be made to do so.

10. **INSURANCE COVERAGE.** The Firm maintains errors and omissions insurance policies that would apply to the legal services contemplated to be rendered to you, as described in this Engagement Letter. The coverage limits of those policies exceed the limits specified in Sections 6147(a)(6) and 6148(a)(4) of the California Business and Professions Code.

11. **FEE DISPUTES.** Except as otherwise provided in this Agreement, the Los Angeles County Superior Court shall have exclusive jurisdiction over fee disputes arising under this Agreement. Client hereby consents and irrevocably submits to the exclusive jurisdiction of the Los Angeles County Superior Court for this purpose. Client agrees that California law will apply to any dispute of any kind arising under this Agreement or in connection with the Firm's legal services.

12. **ARBITRATION OF NON-FEE DISPUTES.** Any dispute, other than a fee dispute described in Paragraph 11, arising out of or relating to this Agreement or the Firm's performance of legal services hereunder, shall be resolved at the request of any party by final and binding arbitration before JAMS to be conducted by a single arbitrator with experience as a California judge. The arbitration will be conducted at a location determined by the arbitrator in Los Angeles County, California, and administered by and in accordance with the then existing Streamlined Rules of Practice and Procedure of JAMS (a copy of these rules will be furnished to Client upon request). In rendering the award, the arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of California. Client acknowledges

that by agreeing to arbitration, Client is giving up the right to a jury trial. Judgment on any arbitration award may be entered by any court of competent jurisdiction.

13. **PAYMENT FROM THIRD PARTIES.** We understand that at times the Firm's statements may be paid from a person or entity other than Client. For example, Client may direct another person or entity to pay some or all of our statements, or we may receive payment from another person or entity pursuant to a court order or otherwise. Although Client will at all times remain responsible for paying all of our statements as provided in this Agreement, Client hereby consents to our Firm's acceptance of any such payments from persons and entities other than Client. The fact that a person or entity has made a payment to our Firm will not give rise to an attorney-client or other relationship between our Firm and any such person or entity, and no such payment will interfere with the Firm's relationship with Client or with the independence of Firm's professional judgment.

14. **DISCLAIMER OF GUARANTEE.** Nothing in this Agreement should be construed as a promise or guarantee about the outcome of any matter which we are handling on your behalf. Our comments about the outcome of your matter are expressions of opinion only. If we should provide you with an estimate of the fees and costs which may be incurred in connection with our representation of you, it is important that you understand and acknowledge that any such estimate is merely an estimate based on numerous assumptions which may or may not prove to be correct and that any estimate is not a guarantee or agreement of what the maximum amount of fees and/or costs will be.

15. **CLIENT.** The Firm's client for the purpose of our representation is only the person or entity identified in this Agreement. Unless expressly agreed, we are not undertaking the representation of any related or affiliated person or entity, nor any of their shareholders, partners, officers, directors, agents, or employees.

16. **MISCELLANEOUS.** In the event that you should have any questions regarding any of the foregoing, we encourage you to call us to discuss your questions or concerns. This letter is the entire agreement between the Client and the Firm and may be amended only in a writing signed by the party to be charged with the amendment. Venue for any arbitration or other proceeding shall be in Los Angeles County, California, and California law shall apply.

County of Inyo
June 11, 2015
Page 5

Thank you again for choosing our Firm to represent and advise you. Please be assured that we will extend every effort to handle each matter for which we are engaged in a responsive and efficient manner.

Sincerely,

LINER LLP



Dennis S. Roy

WE HAVE READ AND UNDERSTAND THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE THE FIRM FIRST PROVIDED SERVICES.

COUNTY OF INYO

By _____

Name: _____

Title: _____

Taxpayer ID: _____

APPROVED AS TO FORM
AND LEGALITY

 06/11/15
COUNTY COUNSEL



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 39

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

FROM: County Administrator

FOR THE BOARD MEETING OF: June 16, 2015

SUBJECT: Approval of Agreement for Public Defender Services

DEPARTMENTAL RECOMMENDATION:

Recommend Board approve the agreement between the County of Inyo and Elizabeth Corpora, Attorney at Law, a Professional Corporation, for the Provision of Professional Services As a Public Defender [Dependency Cases, Delinquency Cases, Child Support Cases, Patients Rights Advocate Cases, Mental Health and Conservatorship Cases] for the period of July 1, 2015 through June 30, 2017, in an amount not to exceed \$227,000 pending appropriate signatures and adoption of future County Budgets, and authorize the Chair to sign.

SUMMARY DISCUSSION:

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

The County's current contract with attorney Elizabeth Corpora for the provision of public defender services for the Welfare and Institutions, Family Support and Juvenile Court public defender services will be expiring June 30, 2015.

To ensure the provision of adequate Public Defender services, and in an effort to minimize potential conflicts (and provide coverage when conflicts exist), the County's Public Defender contracts are generally structured to divide Public Defender services between the juvenile and the adult courts, and each Public Defender is assigned primary and secondary responsibilities; usually with priorities for conflict coverage assigned within each responsibility area. In this manner, the County is able to ensure reasonable coverage for legal representation that the County is required to provide before the various courts for qualified indigent persons. Working with County Counsel, this public defender contract and associated scope of work for the agreement presented for your Board's consideration today has been revised to provide greater accountability in the provision of indigent legal services, including providing the County a means of possibly recouping public defender costs.

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING:

Funding for this contract exists in the Fiscal Year 2015-2016 Preliminary Budget, and in the outlying years the contract is contingent on approval of future County Budgets.

<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: <u>06/11/15</u> Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>eps</u> Date <u>6/11/2015</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>✓</u> Date <u>06-11-2015</u>

DEPARTMENT HEAD SIGNATURE:  Date: 06-11-2015
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

40

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

FROM: Eastern California Museum

FOR THE BOARD MEETING OF: June 16, 2015

SUBJECT: MOU with Carson and Colorado Railway regarding building for Engine #18

DEPARTMENTAL RECOMMENDATION:

Request your Board approve and authorize the Chairman to sign an MOU with the Carson and Colorado Railway allowing for the construction of a building to house Engine #18 on the grounds of the Eastern California Museum.

SUMMARY DISCUSSION:

On September 14, 2010 your board entered into an agreement with the Carson and Colorado Railway (C&CR) allowing the organization to use volunteer services to restore Southern Pacific Railway narrow gauge Engine #18 at Dehy Park. For the past five years there have been considerable efforts by the organization and a great deal of progress has been made toward full restoration. As the engine is the property of the county, it has always been contemplated that the engine would eventually be housed at the Eastern California Museum.

None of the current structures on the Museum grounds are adequate to house the engine. In order to fill that need, C&CR has proposed to construct a building which will allow the organization to continue to work on the engine while also providing the public with the opportunity to view this historic artifact.

The attached MOU authorizes volunteers from C&CR to construct the building. It also allows the organization to continue to restore the engine while it is on display. Once the building is completed, it will be donated to the museum.

ALTERNATIVES:

The County owns Engine #18 and could reject this offer from C&CR. However, no other alternative offers the County the opportunity to have the engine restored while also providing for a building to display the engine.

FINANCING:

County costs are minimal. Through the MOU the County waives costs associated with environmental documents. There will also be staff time to review and oversee the activities at the Museum.

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>6/9/15</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)
(The Original plus 20 copies of this document are required)



Date: 6/10/15

MEMORANDUM OF UNDERSTANDING (MOU)

Between **County of Inyo**, a political subdivision of the state of California and
Carson & Colorado Railway, a nonprofit organization

WHEREAS, Inyo County owns the Eastern California Museum and the facilities located on the grounds; and

WHEREAS, Inyo County also owns Southern Pacific Railway narrow gauge Engine #18; and

WHEREAS, Carson and Colorado Railway (C&CR) is dedicated to the restoration of Engine #18 and to educating the public about the history of the narrow gauge railroad in Inyo County; and

WHEREAS, County and C&CR entered into an agreement on September 14, 2010 whereby C&CR agreed to restore Engine #18; and

WHEREAS, C&CR desires to provide a building to house and display Engine #18 on the grounds of the Eastern California Museum; and

WHEREAS, Inyo County desires to grant permission to C&CR to construct said building; and

WHEREAS, Inyo County desires to accept said building and give C&CR access to Engine #18 and said building.

NOW THEREFORE, Inyo County hereby gives permission to C&CR to construct a building on the grounds of the Eastern California Museum for the purpose of storing, maintaining and displaying Southern Pacific Railway Engine #18 and accepts the gift of this project; and

FURTHERMORE, Inyo County waives the standard fees for normal county approvals and the costs to prepare either a CEQA Categorical Exemption or Negative Declaration. If the Planning Director, another county department or any other government agency involved in the CEQA review discovers issues or impacts that would require a larger CEQA review, the Planning Department will stop work on the review and come before the Board of Supervisors to explain the concerns, discuss options and seek a decision by the Board on how to proceed.

This permission is granted upon the following conditions:

- Prior to any construction activity, all plans must be approved by the Inyo County Director of Public Works.
- Alterations to Museum grounds must be approved by the Museum Director.

- C&CR shall maintain insurance as set forth on Exhibit 1. Any contractor working on the project shall carry insurance as set forth on Exhibit 2, and as approved by the Inyo County Risk Manager.
- No work shall begin on the building until the required insurance documents, including endorsements, are obtained and approved by the Inyo County Risk Manager.
- Construction work on the building shall conform to all building standards as required by the Inyo County Building Inspector.
- C&CR shall hold harmless, defend and indemnify the County of Inyo and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of C&CR, any contractor or sub-contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the County of Inyo. C&CR's obligation to defend, indemnify, and hold the County, its agents, officers, employees and volunteers harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for C&CR to procure and maintain a policy of insurance.

It is mutually understood and agreed by and between the parties that upon the completion of locomotive restoration that an additional long-term agreement will be necessary for the ongoing operation as well as any other potential future use the locomotive or exhibit by the County or C&CR.

County of Inyo

Carson & Colorado Railway

_____ Date

_____ Date

EXHIBIT 1

Insurance Requirements for C&CR

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

If C&CR maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by C&CR.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

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

Primary Coverage

For any claims related to this contract, C&CR's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of C&CR's insurance and shall not contribute with it. Endorsement ISO CG 20 01 Required.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require C&CR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

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

Verification of Coverage

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

Special Risks or Circumstances

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

Exhibit 2

Insurance Requirements for Construction Contracts

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The County of Inyo, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL and automobile liability policies with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of C&CR including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or

borrowed by or on behalf of C&CR. General liability coverage can be provided in the form of an endorsement to C&CR's insurance (at least as broad as ISO Form CG 20 38 04 13).

2. For any claims related to this project, **C&CR's insurance coverage shall be primary** insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of C&CR's insurance and shall not contribute with it. Endorsement ISO Form CG 20 01 Required.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the County.

Builder's Risk (Course of Construction) Insurance

C&CR may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the County as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the County, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the County's site.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, C&CR must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the County for review.
5. If the services involve lead-based paint or asbestos identification/remediation, C&CRs Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, C&CRs Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 41

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

FROM: Administration - Personnel

FOR THE BOARD MEETING OF: June 16, 2015

SUBJECT: Approval of contract for Legal Services-General Labor and Employment Advice and Representation

DEPARTMENTAL RECOMMENDATION:

Request Board approve the contract between County of Inyo and Atkinson, Andelson, Loya, Ruud & Romo for the provision of Legal Services - General Labor and Employment Advice, and representation for the period July 1, 2015 to June 30, 2016 with a contract amount of \$150,000.00, and authorize the Chairperson to sign the Contract contingent upon Board of Supervisors approval of the FY 15/16 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

In order to provide the County with advice and representation in specialized employment and labor law matters, it is recommended that the County contract with Atkinson, Andelson, Loya, Ruud & Romo for these legal services. The County previously had utilized the services of their partner Irma Rodriguez Moisa to provide advice and representation in other employment and labor law matters. Ms. Moisa and the firm that she is part of specialize in representing California Public Entities in employment and labor law matters.

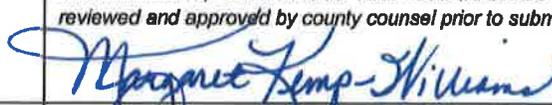
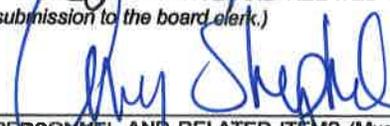
ALTERNATIVES:

The County could decline to approve the Agreement with Atkinson, Andelson, Loya, Ruud & Romo and attempt to find other legal counsel to assist the County in these matters, or could seek to provide these services through in-house lawyers. Neither alternative is recommended because of the specialized nature of the legal services required.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The Personnel Department has budgeted for this contract in FY 2015/2016 Personnel Budget Unit 010800.

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>06/03/15</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: <input checked="" type="checkbox"/> Date <u>6/8/15</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: <input checked="" type="checkbox"/> Date <u>6/3/15</u>

DEPARTMENT HEAD SIGNATURE:  Date: 6/3/15
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: July 1, 2015 TO: June 30, 2016

SCOPE OF WORK:

Contractor shall provide general labor and employment advice and representation upon request of Client.

ATTACHMENT A-1

AGREEMENT BETWEEN COUNTY OF INYO
AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO
FOR THE PROVISION OF LEGAL SERVICES

TERM:

FROM: July 1, 2015 TO: June 30, 2016

COUNTY OF INYO
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity ("CE"), and of IRMA RODRIGUEZ MOISA of Atkinson, Anderson, Loya, Ruud & Romo, referred to herein as Business Associate ("BA"). This Agreement is effective as of _____, (the "Agreement Effective Date").

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of the contract between BA and the California Institute of Mental Health ("CIMH"), herein referred to as ("Contract"), some of which may constitute Protected Health Information ("PHI") defined below.

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. Obligations of Business Associate

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of

BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].
- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy

Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].
- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

- l. Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- o. Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however; that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination

- a. Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(i)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

6. Assistance In Litigation of Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA by the BA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

7. No Third-Party Beneficiaries

Nothing express or implied in the Contract or Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8. Effect on Contract

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in full force and effect.

9. Interpretation

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

COVERED ENTITY

County of Inyo
By: _____
Print Name: _____
Title: _____
Date: _____

BUSINESS ASSOCIATE

By: Irma Rodriguez Moises
Print Name: Irma Rodriguez Moises
Title: Partner
Date: 5/28/15

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: July 1, 2015 TO: June 30, 2016

SCHEDULE OF FEES:

1. COMPENSATION

Partners: \$265
Sr. Associates: \$235
Associates: \$225
Paralegals: \$115
Travel @: \$125/hr.

Contractor shall reserve the right to increase these rates upon sixty (60) days' notice.

2. INCIDENTAL EXPENSES:

The Firm shall not be obligated to advance costs on behalf of Client; however, for the purposes of convenience and in order to expedite matters, the Firm reserves the right to advance costs on behalf of Client with Client's prior approval in the event a particular cost item exceeds \$2,000.00 in amount and without the prior approval of Client in the event a particular cost item totals \$2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and work processing, long distance telephone charges, fax/telecopy charges (at \$0.20 per page), appearance fees, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND ATKINSON, ANDELSON, LOYA, RUUD & ROMO
FOR THE PROVISION OF LEGAL SERVICES**

TERM:

FROM: July 1, 2015 TO: June 30, 2016

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT

Travel shall be at the county's request and will be billed at cost.

Per diem travel from portal to portal will be at the current IRS rate.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
42

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

FROM: Administration – Risk Management

FOR THE BOARD MEETING OF: June 16, 2015

SUBJECT: Approval of contract for Legal Services – Civil Litigation

DEPARTMENTAL RECOMMENDATION:

Request Board approve the Contract between the County of Inyo and John D. Kirby, A.P.C. for the provision of Civil Litigation Attorney Services for the period of July 1, 2015 to December 31, 2015, with one six month option to extend for the period January 1, 2016 through June 30, 2016, at the rate of \$220.00 per hour and with a contract limit of \$150,000; and authorize the Chairperson to sign the Contract contingent upon Board of Supervisors approval of the FY 15/16 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

In order to provide the County with advice and representation in specialized civil litigations matters, it is recommended that the County contract with John D. Kirby, A.P.C., for these legal services. John Kirby, A.P.C., has provided legal services to the County since June 1994. Mr. Kirby has performed as a highly skilled and competent civil litigation attorney whose services contribute significantly to the County's ability to successfully defend itself and its officers and employees in a variety of routine, complex and highly specialized litigation.

ALTERNATIVES:

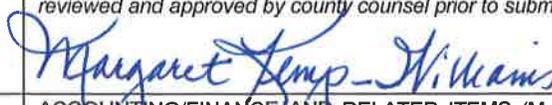
The County could decline to approve the Agreement with John D. Kirby, A.P.C. and attempt to find other legal counsel to assist the County in these matters, or could seek to provide these services through in-house lawyers. Neither alternative is recommended because of the specialized nature of the legal services required.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The funding for the recommendation Agreement of \$150,000 with John D. Kirby is paid out of the County's Liability Trust Account Budget #500903.

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: <input checked="" type="checkbox"/> Date <u>06/11/15</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: <input checked="" type="checkbox"/> Date <u>6/11/2015</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: _____ Date <u>6/11/15</u>
--	---

DEPARTMENT HEAD SIGNATURE:  Date: 06-10-15
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND JOHN D. KIRBY, A.P.C.
FOR THE PROVISION OF LEGAL SERVICES
CIVIL LITIGATION ATTORNEY SERVICES**

TERM:

FROM: July 1, 2015 TO: December 31, 2015

SCOPE OF WORK:

1. Contractor shall represent and advise the County, and such of its agents, officers and employees as the County may designate, in pending and potential litigation before state and federal courts, and county, state and federal administrative agencies. Contractor shall receive direction from the Inyo County Board of Supervisors, County Counsel and/or County Administrator or designees.. Contractor shall also provide all secretarial and clerical support reasonably and customarily necessary to perform such services under this Agreement.
2. Contractor shall maintain and retain files and materials on cases and other matters upon which he is working. Electronic copies of documents received and created by Contractor shall be delivered to County Risk Management Office to be stored.
3. Contractor shall file and serve required pleadings, notices, discovery documents and materials on behalf of the County its officers or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.
4. Contractor may send to the Office of County Counsel, one copy of those pleadings, notices, discovery, documents and materials to be appropriately delivered to County officers and employees. The Office of County Counsel will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
5. Contractor shall take the actions necessary to have all pleadings, notices, discovery, documents and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his offices and the County Counsel at the Independence office. Contractor shall also provide to the County Counsel at the Independence office, one copy of all pleadings, notices, discovery and other documents served and or filed by Contractor on behalf of the County, its officers or employees in electronic format.
6. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.
7. Contractor shall not accept other employment which will interfere or cause a conflict of interest with representation of the County of Inyo and its agents, officers and employees

8. HIPAA Business Associate Provisions attached hereto are hereby incorporated in this contract as Attachment A-1.

ATTACHMENT A-1

**AGREEMENT BETWEEN COUNTY OF INYO
AND JOHN D. KIRBY, A.P.C.
FOR THE PROVISION OF LEGAL SERVICES
CIVIL LITIGATION ATTORNEY SERVICES**

TERM:

FROM: July 1, 2015 TO: December 31, 2015

HIPAA BUSINESS ASSOCIATE PROVISIONS

RECITALS

WHEREAS, in conjunction with the provision of services provided pursuant to this Agreement, certain Protected Health Information ("PHI") may be made available to Contractor for the purposes of carrying out its obligations under the Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the "Privacy Rule"), as may be amended from time to time, are applicable to the protection of any disclosure of PHI pursuant to the Agreement; and,

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and,

WHEREAS, Contractor, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule; and,

WHEREAS, the parties agree that any disclosure or use of PHI be in compliance with the Privacy Rule or other applicable law;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

Definitions

Terms used, but not otherwise defined, in this exhibit shall have the same meaning as those terms are defined in 45 Code of Federal Regulations sections 160.103 and 164.501. (All regulatory references in this exhibit are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- (a) *Business Associate.* "Business Associate" shall mean Contractor.
- (b) *Covered Entity.* "Covered Entity" shall mean that part of the County of Inyo designated as the hybrid entity within the County of Inyo subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E ("County").

ATTACHMENT A-1 – Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND JOHN D. KIRBY, A.P.C.
FOR THE PROVISION OF LEGAL SERVICES
CIVIL LITIGATION ATTORNEY SERVICES**

TERM:

FROM: July 1, 2015 TO: December 31, 2015

HIPAA BUSINESS ASSOCIATE PROVISIONS

RECITALS

(c) *Designated Record Set.* "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.

(d) *Individual.* "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

(e) *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.

(f) *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Business Associate from or on behalf of Covered Entity. (PHI)

(g) *Required By Law.* "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.

(h) *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

Scope of Use and Disclosure by Contractor of County Disclosed PHI

(a) Contractor shall be permitted to use PHI disclosed to it by the County:

(1) on behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the County, or the minimum necessary policies and procedures of the County

(2) as necessary to perform any and all of its obligations under the Agreement.

(b) Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this exhibit or Required by Law, Contractor may:

ATTACHMENT A-1 - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND JOHN D. KIRBY, A.P.C.
FOR THE PROVISION OF LEGAL SERVICES
CIVIL LITIGATION ATTORNEY SERVICES**

TERM:

FROM: July 1, 2015 TO: December 31, 2015

HIPAA BUSINESS ASSOCIATE PROVISIONS

RECITALS

(1) use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.

(2) disclose the PHI in its possession to a third party for the purpose of Contractor's proper management and administration or to fulfill any legal responsibilities of Contractor. Contractor may disclose PHI as necessary for Contractor's operations only if:

(i) The disclosure is required by law; or

(ii) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI that the person or organization will:

(a) hold such PHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the third party, or as required by law; and,

(b) the third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.

(3) aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Agreement, or any other purpose, financial or otherwise, as requested by County.

(4) not disclose PHI disclosed to Contractor by County not authorized by the Agreement or this exhibit without patient authorization or de-identification of the PHI as authorized in writing by County.

(5) de-identify any and all PHI of County received by Contractor under this exhibit provided that the de-identification conforms to the requirements of the Privacy Rule and does not preclude timely payment and/or claims processing and receipt.

(c) Contractor agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this provision, or as required by law, or as otherwise permitted by law.

ATTACHMENT A-1 - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND JOHN D. KIRBY, A.P.C.
FOR THE PROVISION OF LEGAL SERVICES
CIVIL LITIGATION ATTORNEY SERVICES**

TERM:

FROM: July 1, 2015 TO: December 31, 2015

HIPAA BUSINESS ASSOCIATE PROVISIONS

RECITALS

Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by the Agreement or as required by law.
- (b) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the PHI other than as provided for by this Agreement.
- (c) Business Associate agrees to mitigate, to the extent practicable, and in coordination with County, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement.
- (e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (f) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under Section 164.524.
- (g) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

ATTACHMENT A-1 - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND JOHN D. KIRBY, A.P.C.
FOR THE PROVISION OF LEGAL SERVICES
CIVIL LITIGATION ATTORNEY SERVICES**

TERM:

FROM: July 1, 2015

TO: December 31, 2015

HIPAA BUSINESS ASSOCIATE PROVISIONS

RECITALS

(h) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Section 164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section (i) of this exhibit, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Section 164.528.

Obligations of Covered Entity

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with Section 164.522.

(d) County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.

(e) County will obtain any authorizations necessary for the use or disclosure of PHI, so that Contractor can perform its obligations under this Addendum and/or the Underlying Agreement.

ATTACHMENT A-1 - Continued

**AGREEMENT BETWEEN COUNTY OF INYO
AND JOHN D. KIRBY, A.P.C.
FOR THE PROVISION OF LEGAL SERVICES
CIVIL LITIGATION ATTORNEY SERVICES**

TERM:

FROM: July 1, 2015 TO: December 31, 2015

HIPAA BUSINESS ASSOCIATE PROVISIONS

RECITALS

Term and Termination

(a) Termination for Breach – County may terminate this Agreement, effective immediately, without cause, if County, in its sole discretion, determines that Contractor has breached a material provision of this exhibit. Alternatively, County may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor with an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of County in a timely manner, County reserves the right to immediately terminate this Agreement.

(b) Effect of Termination – upon termination of this Agreement, for any reason, Contractor shall return or destroy all PHI received from the County, or created or received by Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI which is in possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PHI.

(c) Destruction not Feasible – in the event that Contractor determines that returning or destroying the PHI is not feasible, Contractor shall provide written notification to County of the conditions which make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI is not feasible, Contractor shall extend the protections of this exhibit to such PHI and limit further uses and disclosures of such PHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI. The rights and obligations of the Business Associate under this paragraph shall survive the termination of the Agreement.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND JOHN D. KIRBY, A.P.C.
FOR THE PROVISION OF LEGAL SERVICES
CIVIL LITIGATION ATTORNEY SERVICES**

TERM:

FROM: July 1, 2015 TO: December 31, 2015

SCHEDULE OF FEES:

1. COMPENSATION:

A. Except as provided in paragraph B below, County shall pay to Contractor the sum of Two Hundred and Twenty Dollars and Zero cents (\$ 220.00) per hour (hereinafter referred to as "hourly rate") for the work and services described in Attachment A which are performed by Contractor at the County's request. Hours worked under the provisions of this Agreement in excess of forty (40) hours per week will be paid at the hourly rate. Contractor's hourly rate includes compensation for all secretarial and clerical support reasonably and customarily necessary for Contractor to provide services under this Agreement.

B. County and Contractor will share the expense of Contractor traveling to Bishop and/or Independence from San Diego and returning. County will pay Contractor the one way expenses of such travel calculated at 3.5 hours of travel time and 365 miles.

2. INCIDENTAL EXPENSES WILL BE REIMBURSED/CREDITED AS BILLED:

<u>Types of Expenses:</u>	<u>Maximum Cost:</u>
Postage	Actual costs
Federal Express/UPS	Actual costs
Express Mail	Actual costs
Long Distance Calls	Actual costs
Photocopying (not attorney service)	Not to exceed \$.10 per page
Computer Assisted Research	Actual Costs incurred by County Counsel Will be credited against equal charges by Contractor up to and including \$253.09 per month for contractor.
Service of Documents/Pleadings (attorney service)	Actual costs
Document Production (attorney service)	Actual costs
Filing fees	Actual costs
Jury fees	Actual costs
Court Reporter/Transcripts	Actual costs
Experts	Rate approved by County Counsel
Witness fees	Actual costs

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND JOHN D. KIRBY, A.P.C.
FOR THE PROVISION OF LEGAL SERVICES
CIVIL LITIGATION ATTORNEY SERVICES**

TERM:

FROM: July 1, 2015 TO: December 31, 2015

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

County shall reimburse Contractor for travel and per diem which Contractor incurs in providing legal services to the County under this Agreement, in the amounts and to the extent set forth below:

1. Except as provided in paragraphs 2, 3, and 4 below, County will reimburse Contractor for travel and per diem expenses at the same rate and to the same extent as County reimburses its permanent status merit employees for such expenses. Such expenses will be computed from Contractor's home and place of business in San Diego, California.
2. County and Contractor will share the expense of Contractor traveling to Bishop and/or Independence from San Diego and returning. County will pay Contractor the one way expenses of such travel calculated at 3.5 hours of travel time and 365 miles.
3. Contractor shall not be reimbursed for any lodging, meals, per diem or local transportation expenses while in Bishop or Independence, California.
4. Contractor's use of its own airplane for travel will be reimbursed at the same rate and to the same extent as if travel had been by private auto.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 43
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: County Administrator

By: Kevin D. Carunchio, Budget Officer
Amy Shepherd, Auditor-Controller
Denelle Carrington, Budget Analyst

FOR THE BOARD MEETING OF: June 16, 2015

SUBJECT: Adoption of Modified Fiscal Year 2014-2015 Board Approved Budget as the Preliminary Budget for Fiscal Year 2015-2016

DEPARTMENTAL RECOMMENDATION:

Request your Board adopt the modified Fiscal Year 2014-2015 Board Approved Budget as the Preliminary Budget for Fiscal Year 2015-2016 and approve the Fixed Assets as recommended by staff (4/5's vote required).

SUMMARY DISCUSSION:

Preliminary Budget

A budget must be adopted for continuation of County operations into Fiscal Year 2015-2016. Therefore, it is the recommendation of the County Administrator that your Board adopt the Fiscal Year 2014-2015 Board Approved County Budget, modified as discussed below, as the Preliminary Budget (spending plan) for Fiscal Year 2015-2016 until your Board holds Budget Hearings and takes action to approve a Final Board Approved County Budget for Fiscal Year 2015-2016, which is expected to occur in mid-September.

The Fiscal Year 2015-2016 Preliminary Budget, which includes all Funds within your Board's purview, contains \$84,779,746 in expenditures and \$82,877,777 in revenues. Of these totals, the General Fund portions are \$51,100,226 and \$47,315,540 respectively.

Rollover List

Approving the Preliminary Budget is necessary to keep operations going until passage of the Final Budget. As part of the Preliminary Budget approval process, your Board authorizes a list of specific expenditures that would not otherwise be included in the rollover budget but are expected to be undertaken during the "dry period". These do not increase the size of the previous year's budget. This list traditionally includes all capital and road projects currently underway, necessary contracts, fixed assets, and any other necessary and justified expenditure.

As submitted, the Preliminary Budget includes the following fixed assets, capital projects that are ongoing, and new or increased consultant services:

Budget	Budget #	Obj. Code	Amount	Description
CAO-ACO	010201	5650	\$20,000	Contingency/Capital Purchases
		5232	\$1,000	Contingency/Capital Purchases
		5265	\$75,000	Contracted services
CAO Economic Development	010202	5265	\$35,790	Flight forecasting study
Animal Shelter Project	010206	5263	\$1,000	Advertising for bids for fencing
		5700	\$32,000	Funds for fencing
Deferred Maintenance	011501	5650	\$22,000	Removal and replacement of a walk-in Refrigeration unit and walk-in Freezer
		5191	\$65,000	Independence Legion Hall Re-Roofing Project
		5265	\$59,500	Big Pine Town Hall Roof, Big Pine Town Hall Exterior Paint, Courthouse interior paint, Independence Legion Hall interior paint, and Big Pine Town Hall interior paint
Computer Upgrade	011808	5232	\$20,000	Emergency Computer Equipment Purchases
District Attorney – Safety	022410	5024	\$34,571	Amount needed to pay for the Unfunded Liability for Safety Employees
Sheriff – Safety	022710	5024	\$265,205	Amount needed to pay for the Unfunded Liability for Safety Employees
Jail – Safety	022910	5024	\$107,948	Amount needed to pay for the Unfunded Liability for Safety Employees
Animal Control	023900	5232	\$550	Purchase of chest freezer
Road	034600	5650	\$50,000	Emergency Purchase in case of equipment failure
Road Projects - State Funded	034601	5711	\$100,000	Continuation of Road Projects
		5729	\$1,245,509	
		5734	\$350,000	
		5735	\$300,000	
		5736	\$300,000	
		5737	\$714,421	
		5738	\$150,000	
		5740	\$100,000	
		5741	\$153,500	
Recycling & Waste Management	045700	5232	\$1,500	Replacement of cash register for the Bishop Landfill that allows for credit card payments
		5232	\$4,000	Purchase of a generator for the Lone Pine Landfill
		5650	\$92,000	Grant funding to be used to partially fund a purchase of a Loader
RAN	056610	5232	\$8,264	Purchase of 3 radio earpieces, 16 car cameras, and a mobile fingerprint device

Parks & Recreation	076999	5232	\$600	Purchase of iPad to use with a credit card cube to charge for vault pumping
		5620	\$20,000	Contingency funding to complete well drilling
Independence Airport	150300	5265	\$40,000	Engineering Contract (there is sufficient fund balance to cover this expense)
Lone Pine Airport Improvement	150502	5700	\$159,256	AWOS AV Project, currently in progress (there is sufficient federal funding in the preliminary budget to cover this expense)
Independence Water Upgrade	152102	5620	\$5,000	New meters and repair parts
Lone Pine Water Upgrade	152202	5620	\$5,000	New meters and repair parts
Motor Pool Operating	200100	5281	\$48,000	Funding for Enterprise Contract
Great Basin	610189	5650	\$138,500	Funds to purchase a new loader and chipper in the Recycling & Waste Management Program
			\$110,000	Grant approved Teleconferencing Equipment
Planning - Yucca Mountain	620605	5265	\$100,000	Hydrological Consulting Services Contract
Homeland Security 14-15	623714	5232	\$10,190	Pre-Authorized Grant Purchases
Bishop Airport Improvements	630303	5265	\$598,995	Engineering Contract
		5700	\$4,020,266	Lighting, signage, and visual aids rehabilitation. Repairs to existing runways and taxiways. Security and fencing.
		4498	\$211,766	State funding to cover costs of project
		4555	\$4,494,145	Federal funding to cover costs of project
Dehy Park	670105	5265	\$50,000	Environmental and design for construction
Insurance Trust	011600	5158	\$92,000	To pay insurance premiums due by July 30, 2015
Workers Comp	500902	5158	\$897,165	
Liability Trust	500903	5158	\$286,900	
Medical Malpractice	500904	5158	\$17,000	

This year’s Preliminary Budget again resists inclusion of department requests for certain appropriations associated with projects and purchases which would typically (and appropriately) not be considered for funding until the regular Budget Hearings. This affects department requests for “dry period” funding for discretionary purchases and projects, some of which have been long in the pipeline, and some that might need to be funded with categorical monies or Operating Transfers. If these projects and purchases were approved in the Preliminary Budget, they would essentially pre-empt your Board’s further consideration and budget flexibility during the Budget Hearing or approval of the Final County Budget. This is particularly important in situations when the project or purchase would need to be funded with an Operating Transfer (e.g. General Fund, Geothermal Royalties, etc.) that could be used for other budget needs once those needs were fully identified through the full budget process.

Please note this Preliminary Budget includes \$53,580 in funding for the Grants-In-Support budget which is fifty-percent of the funding included in the Fiscal Year 2014-215 Board Approved Budget. Also, \$50,000 is designated for the Community Project Sponsorship Program to allow summer grant funding to be issued prior to Final Budget approval in the Advertising County Resources budget in this Preliminary Budget. Your Board could choose to change the appropriations in the Preliminary Budget, however, it may be advisable to wait and evaluate how this year’s budget process evolves. The amounts available for both the Advertising County Resources budget and Grants-In-Support budget will certainly be the subject of ongoing consideration

throughout the budget process and can always be changed in this year's Recommended Budget and/or Board Approved Budget.

ALTERNATIVES:

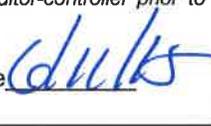
Your Board could decline to adopt the Preliminary Budget as presented, however, this is not recommended because a spending plan needs to be in place for continuation of operations prior to adoption of a Final Board Approved Budget for Fiscal Year 2015-2016. Your Board could also choose to adopt a Preliminary Budget that modifies the amounts presented here. This option is also not recommended because the Board must have a spending plan in place for Fiscal Year 2015-2016, which commences on July 1, 2015, and because your Board should conduct Budget Hearings before higher spending levels are adopted for Fiscal Year 2015-2016. Alternately, your Board could otherwise modify or reduce the rollover list and consider the eliminated item(s) as part of Fiscal Year 2015-2016 Budget Hearings.

OTHER AGENCY INVOLVEMENT:

As part of the Fiscal Year 2015-2016 Budget Kickoff workshop, departments were asked to submit requests regarding any fixed asset expenditures, applicable contracts, Public Works and Road projects, and other necessary expenditures for which they anticipated needing funding during the *dry period*. All requests were due by June 1, 2015. The requests (as well as some non-requests) were reviewed by the County Administrator's Office and the Auditor-Controller's Office as part of the preparation of the Fiscal Year 2015-2016 Preliminary Budget, and the Budget Team's recommendation are contained herein.

FINANCING:

The Preliminary Budget totals approximately \$84,779,746 in expenditures and \$82,877,777 in revenues, which includes \$51,100,226 in expenditures and \$47,315,540 in revenues for the General Fund.

<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: n/a	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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



Date: 06-11-2015



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 44

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF June 16, 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 bi-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
45

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF June 16, 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
 46

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF June 16, 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

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

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 47

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF June 16, 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
 48

- 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: June 16, 2015

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval of the minutes of the Board of Supervisors Meetings as follows: Regular Meeting of June 2, 2015 and B) the Special Meeting of June 3, 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: _____