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.

October 6, 2015

8:30 a.m. 1. ***PUBLIC COMMENT***

CLOSED SESSION

2. ***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code§ 54956.9(d)(1)].*** *Native American Heritage Commission, Inyo County Planning Department and Inyo County Board of Supervisors,* Inyo County Superior Court Case No. SICVPT 1557557 (Munro Petition for Writ of Mandate)

3. ***CONFERENCE WITH LEGAL COUNSEL -ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(d)(4)]*** - decision whether to initiate litigation (three cases).

4. ***CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code § 54956.9(d)(2)].*** – Significant Exposure to Potential Litigation (one case)

5. ***PERSONNEL [Pursuant to Government Code §54957].*** Public Employee Appointment – Title – County Counsel.

6. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]*** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Peace Officers Association (ICPPOA) – Negotiators - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.

7. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]*** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.

8. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6] - Instructions to Negotiators re: wages, salaries and benefits*** - Employee Organization: Law Enforcement Administrators' Association (LEAA) - Negotiators: - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.

9. ***REAL PROPERTY NEGOTIATIONS - CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Pursuant to Government Code §54956.8) –*** Property – 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

10. ***REAL PROPERTY NEGOTIATIONS - CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Pursuant to Government Code §54956.8)*** – Property – APN0022-133-02, 550 South Clay Street, Independence, California – Negotiating Parties – County Administrator, Kevin Carunchio, Assistant County Administrator, Rick Benson, County Counsel , Marge Kemp-Williams, and Judicial Council of California - Negotiating Parties, Eunice Calvert Banks and Charles Martel – Negotiations – Terms and Conditions

OPEN SESSION

10:00 a.m. PLEDGE OF ALLEGIANCE

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

12. ***PUBLIC COMMENT***

CONSENT AGENDA (Approval recommended by the County Administrator)

13. ***AGRICULTURAL COMMISSIONER***

Request Board declare Adapco, Inc., a sole-source provider of VectoBac mosquito larvicide for FY 2015-16; and approve the purchase of VectoBac for the Owens Valley Mosquito Abatement Program for FY 2015-16 through a blanket purchase order, effective September 8, 2015, from Adapco, Inc., in an amount not to exceed $18,000.

14. Request Board declare Univar USA a sole-source provider of Aquabac Primary Powder OSF mosquito larvicide for FY 2015-16; and approve the purchase of Aquabac Primary Powder OSF for the Owens Valley Mosquito Abatement Program for FY 2015-16 through a blanket purchase order, effective September 8, 2015, from Univar USA, in an amount not to exceed $18,000.

15. Request Board declare Univar USA, a sole-source provider of Altosid mosquito larvicide for the Owens Valley Mosquito Abatement Program for FY 2015-16; and approve the purchase of Altosid mosquito larvicide through a blanket purchase order, effective September 8, 2015 from Univar USA, in amount not to exceed $18,000.

16. ***COUNTY ADMINISTRATOR***

Fish and Wildlife Commission - Request Board authorize payment of prior year expenses of $1,200 for Secretarial Services for the Fish and Wildlife Advisory Commission.

17. **Purchasing** - Request award Bid No. 2015-07, Printing for FY 2015-2016 to the Hanigan Company, Inc. and authorize the purchase orders be approved for various County Departments to order printing from this bid for FY 2015-2016.

18. ***CLERK/RECORDER***

Recommend that the Board of Supervisors issue an order declaring appointed-in-lieu of election those candidates submitted for the special districts for the November 14, 2015 Uniform District Election as per the Clerk's Certificates.

19. ***HEALTH AND HUMAN SERVICES – ESAAA***

Request Board: 1) verify the County's compliance with state and federal requirements and authorize the Chairperson sign the Certification (CCC-307 form on behalf of the Eastern Sierra Area Agency on Aging; and 2) authorize the Chairperson to sign the Payee Data Record (STD. 204).

20. ***SHERIFF DEPARTMENT – Veteran Services***

Request Board approve letter of appreciation to Governor Edmund G. Brown, and authorize the Chairperson to sign.

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

21. ***COUNTY ADMINISTRATOR – Budget Officer -*** Request Board amend the Fiscal Year 2015-2016 Board Approved Budget by amending the Bishop Airport Improvement Projects Budget 630303; the CAO-ACO Budget 010201; the Parks & Recreation Budget 076999; the Social Services Budget 055800; the Community Mental Health Budget 045200; the Substance Use Disorders Budget 045315, and the First Five Commission Budget 643000, and creating the Health and Human Services FIRST Program Budget 055801 as recommended by staff in Attachment A to the staff report. *(4/5's vote required)*.

22. ***COUNTY ADMINISTRATOR – Information Services -*** Request Board accept an Amendment to the Contract between the County of Inyo and Manatron, Inc. (a Thomson Reuters Business) relative to the County's enterprise property tax system implementation and authorize the Chairperson to sign.

23. **SHERIFF DEPARTMENT – Animal Services -** Request Board find that consistent with the Authorized Position Review Policy: A) the availability of funding for a Shelter Assistant positions exits in the General Fund, as certified by the Sheriff and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications of the position, the vacancies could possibly be filled through an internal recruitment, however an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of two APAR (1-19.99 hrs.) Shelter Assistants, at Range 42PT ($12.26-$14.91 per hour).

24. **SHERIFF DEPARTMENT -** Request Board A) declare Siemens Industry Inc., a sole source provider for repair of the jail security system; and B) ratify the payment to Siemens Industry Inc., for invoice #5443746554, dated July 7, 2015 in the amount of $11,538.42 for emergency repair to the jail security system.

25. ***HEALTH AND HUMAN SERVICES – First 5 Commission -*** Request Board ratify and approve the Contract between the County of Inyo and Northern Inyo Hospital for Child Health Services, in an amount not to exceed $81,900 for the period of July 1, 2015 to June 30, 2018, contingent upon continued grant funding and the Board's approval of future budgets; and authorize the Chairperson to sign.

26. ***HEALTH AND HUMAN SERVICES – Social Services -*** Request Board find that consistent with the Authorized Position Review Policy: A) the availability of funding for a Health and Human Services Supervisor position exits, 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 of the position, the vacancy could possibly be filled through an internal recruitment, however an open recruitment through the State Merit System would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one Health and Human Services Supervisor, at Range 70 ($4,391-$5,341).

27. ***PLANNING -*** Request Board approve the West Mojave Route Network Project Section 106 Programmatic Agreement; and authorize the Chairperson to sign.

28. ***PLANNING -*** Request Board approve the escrow agreement for the deposit and deposition of the $160,500 guarantee for reclamation of the Munro Valley Solar Project, authorize the County Administrator or the Planning Director to execute the agreement, contingent on obtaining appropriate signatures from Munro Valley Solar, LLC and The First National Bank of Northfield, and transmit a signed copy to the Board Clerk.

29. ***PLANNING -*** Receive a presentation from staff about coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input (including potentially the Wilderness Process and Preliminary Draft Monitoring Program) and discuss potential participation in the Sierra Cascades Dialogue.

30. ***PUBLIC WORKS –*** Request Board A) discuss the draft environmental document for the Olancha-Cartago Four-Lane Project; and B) approve a letter of comment on the Draft Environmental Impact Report and Environmental Assessment for the project; and authorize the Chairperson to sign.

31. ***PUBLIC WORKS -*** Request Board ratify and approve the Lease Agreement between the County of Inyo and Connie and Michael Layne Trust for the real property described as 162 Grove Street, Bishop, for the period of July 1, 2015 through June 30, 2016, with two one-year options to extend, at the rate of $6,284.25 per month, with a maximum 5% increase for subsequent yearly terms if extended, contingent upon Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon obtaining appropriate signatures being obtained.

32. ***PUBLIC WORKS*** - Request Board ratify and approve a facility Lease Agreement with the Core Trust for office space located at 873 North Main Street, Bishop, to accommodate County INET Offices for the period of June 14, 2015 through June 15, 2018, at the rate of $2,091 per month, with two one-year options to extend, with a maximum 3% increase for subsequent yearly terms if extended; contingent upon the Board's adoption of future budgets and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

33. ***PUBLIC WORKS*** – Request Board approve the Plans and Specifications for the Inyo County Building and Painting Project; and authorize the Public Works Director to advertise for bids for the Project.

34. ***PUBLIC WORKS*** - Request Board approve the Contract between the County of Inyo and Eastern Sierra Engineering (ESE) of Reno, Nevada, for planning, engineering and environmental services for a Project Study Report (PSR) for the Lone Pine Roadway Rehabilitation and Bicycle Lanes Project, for the period of October 6, 2015 through December 31, 2016, in an amount not to exceed $36,611, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

35. ***PUBLIC WORKS*** – Request Board approve Amendment No. 6 to the Contract between the County of Inyo and Quincy Engineering to amend the scope of work for the Sabrina Road Bridget Monitoring and Mitigation Project for Training, Inspecting and Reporting services, and increase the amount of the Contract by $17,800 to a total Contract amount not to exceed $1,448,700; and authorize the Chairperson to sign contingent upon the appropriate signatures being obtained.

36. ***PUBLIC WORKS*** – Request Board approve the purchase of vehicle and equipment repair parts and tires and laundry services in the amounts specified from the following vendors through blanket purchase orders: Blaine Equipment - $10,000; Britt's Diesel - $35,000; Dave's Auto Parts- $30,000; Mission Linen -$34,000; Quinn Company - $10,000; Silver State International - $10,000; and Steve's Auto Parts - $35,000.

37. ***PUBLIC WORKS*** - Request Board find that consistent with the Authorized Review Policy : A) the availability of funding for the Engineering Assistant position comes from the Public Works/Road Budgets as certified by the Public Works Director and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications of the position, the vacancy could possibly be filled through an internal recruitment, however it would be more appropriate to fill the position from an existing list since the County has recruited and has an existing eligibility list that was approved and created for that the position; and C) approve the hiring of one Engineering Assistant I, at Range 71, ($4,493-$5,462).

38. ***PUBLIC WORKS - Road Department*** - Request Board find that consistent with the Authorized Review Policy: A) the availability of funding for the Shop Assistant position comes from the Road Fund as certified by the Public Works Director and concurred with by the County Administrator and the Auditor-Controller; and B) where internal candidates meet the qualifications for the position, the vacancy could be filled through an internal recruitment, however, an open recruitment would be more appropriate to ensure the most qualified candidates apply; and C) approve the hiring of one Shop Assistant, at Range 58 ($3,310-$4,027).

39. ***COUNTY COUNSEL*** - Request Board find that consistent with the adopted Authorized Position Review Policy, A) the availability of funding for the requested position comes from the General Fund, as certified by County Counsel and concurred with by the County Administrator and Auditor-Controller; B) an open recruitment is appropriate to ensure the greatest pool of qualified candidates apply for the position; C) authorize hiring one Deputy County Counsel III, at Range 86 ($6,436-$7,822); Deputy County Counsel IV, at Range 89 ($6,931-$8,417); Assistant County Counsel, at Range 95 ($8,018 - $9,757); or, Senior Assistant County Counsel, at Range 97 ($8,423 - $10,242); and D) if the above recruitment results in the hiring of an Assistant County Counsel or a Senior Assistant County Counsel, authorize changing the departments authorized staffing by deleting one Deputy County Counsel position and adding an Assistant or Senior Assistant County Counsel position.

40. ***COUNTY COUNSEL*** - Request Board approve the Contract between the County of Inyo and Thomson Reuters for online legal research for a three-year period commencing December 1, 2015, in an amount not to exceed $26,026.53, contingent upon the Board adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

41. ***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.

42. ***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.

43. ***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.

44. ***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.

45. ***CLERK OF THE BOARD -*** Request approval of the minutes of the Board of Supervisors Meetings as follows: A) the Special Meeting of September 2, 2015; B) the Regular Meetings of September 8, 2015; C) the Regular Meeting September 15, 2015; and D) the Special Meeting of September 22, 2015.

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

11:30 a.m. 46. ***COUNTY ADMINISTRATOR – Personnel –*** Request Board A) waive the first reading of an ordinance titled "An Ordinance of the County of Inyo, State of California, Amending Section 2.88.055 of the Inyo County Code to Add the Psychiatrist Classification to the Competitive Service" and B) set the enactment for 11:30 a.m., October 12, 2015, in the Board of Supervisors Room, at the County Administrative Center, in Independence.

CORRESPONDENCE – ACTION (To be considered at the Board's convenience)

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

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

48. ***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
13

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Nathan D. Reade, Agricultural Commissioner

FOR THE BOARD MEETING OF: October 6, 2015

SUBJECT: (1) Declare Adapco Inc. a sole-source provider of VectoBac for FY 2015/2016; and (2) Approve a blanket purchase order for Adapco Inc.

DEPARTMENTAL RECOMMENDATION:

That your Board approve: A) Making Adapco Inc. a sole-source provider of VectoBac. B) Approve (1) blanket purchase order to Adapco Inc., in the amount of $18,000 for the purchase of mosquito larvicides that are exclusively sold by Adapco Inc., for Owens Valley Mosquito Abatement Program, Budget Unit 154101, expenditure object code 5311

CAO RECOMMENDATION:

None.

SUMMARY DISCUSSION:

The sole source manufacturer of VectoBac mosquito larvicide is Valent Biosciences Corporation. Adapco Inc. is the sole source distributor of VectoBac mosquito larvicide used by the Owens Valley Mosquito Abatement Program (OVMAP). Having this blanket purchase order enables OVMAP to obtain products in a time frame consistent with the midsummer mosquito production and gives OVMAP the ability to best address potential mosquito-borne public health threats.

ALTERNATIVES:

Not approving this request. Limit the scope of mosquito abatement work performed by OVMAP, putting the public health at risk and prevent OVMAP from fulfilling State and Local Agency mandates.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

OVMAP is a non-general fund department. Funds for the mosquito abatement program are provided through special property tax assessments and service contracts. These funds are in our requested FY 15/16 budget for budget unit 154101, expenditure object code 5311 to cover this expense.

APPROVALS

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: ✓ Date 08/21/15
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: cys Date 8/25/2015
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:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date: 8-28-15

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: Nathan D. Reade, Agricultural Commissioner

FOR THE BOARD MEETING OF: October 6, 2015

SUBJECT: (1) Declare Univar USA a sole-source provider of Aquabac Primary Powder OSF for FY 2015/2016; and (2) approve a blanket purchase order for Univar USA.

DEPARTMENTAL RECOMMENDATION:

That your Board approve: A) Making Univar USA a sole-source provider of Aquabac Primary Powder OSF. B) Approve (1) blanket purchase order to Univar USA in the amount of $18,000 for the purchase of mosquito larvicides that are exclusively sold by Univar USA for Owens Valley Mosquito Abatement Program, Budget Unit 154101, expenditure object code 5311.

CAO RECOMMENDATION:

None.

SUMMARY DISCUSSION:

Univar USA is the sole source supplier of Aquabac Primary Powder OSF Mosquito Larvicide used by the Owens Valley Mosquito Abatement Program (OVMAP), there are no alternative products. Aquabac Primary Powder OSF will be used to coat sand with BTi larvicide during our off season for future use during the mosquito season. Having this blanket purchase order enables OVMAP to obtain products in a time frame consistent with the midsummer mosquito production and gives OVMAP the ability to best address potential mosquito-borne public health threats.

ALTERNATIVES:

Not approve this request. Limit the scope of mosquito abatement work performed by OVMAP, putting the public health at risk and preventing OVMAP from fulfilling State and Local Agency mandates.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

OVMAP is a non-general fund department. Funds for the mosquito abatement program are provided through special property tax assessments and service contracts. These funds are in our requested FY 15/16 budget for budget unit 154101, expenditure object code 5311 to cover this expense.

APPROVALS

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 08/21/15
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 8/24/2015
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: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 8-28-15

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
15

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

FROM: Nathan D. Reade, Agricultural Commissioner

FOR THE BOARD MEETING OF: October 6, 2015

SUBJECT: (1) Approve a blanket purchase order to purchase mosquito Altosid mosquito larvicide formulations from Univar USA for FY 2015/2016.

DEPARTMENTAL RECOMMENDATION:

That your Board approve: A) blanket purchase order to Univar USA in the amount of $18,000 for Altosid mosquito larvicide. for the Owens Valley Mosquito Abatement Program (OVMAP), Budget Unit 154101, expenditure object code 5311.

CAO RECOMMENDATION:

None.

SUMMARY DISCUSSION:

Univar USA is not the only supplier of Altosid mosquito larvicide, but the product line of Altosid is price fixed among vendors so there is no advantage to purchase from any particular vendor. Altosid mosquito larvicide has a unique residual action that will save the Owens Valley Mosquito Abatement Program labor cost by not needing to apply larvicides as frequently as other types of larvicides. Past Altosid purchases occurred with other vendors, in the interest of fairness, it is Univar USA's turn.

ALTERNATIVES:

Not approve this request. Limit the scope of mosquito abatement work performed by OVMAP, putting the public health at risk and preventing OVMAP from fulfilling State and Local Agency mandates.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

OVMAP is a non-general fund department. Funds for the mosquito abatement program are provided through special property tax assessments and service contracts. These funds are in our requested FY 15/16 budget for budget unit 154101, expenditure object code 5311 to cover this expense.

APPROVALS

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: Yes Date 9/1/15
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: yes Date 9/2/2015
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: Date

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 9-3-15

For Clerk's Use Only:
AGENDA NUMBER
16

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☒ 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: October 6, 2015

SUBJECT: Payment of Prior Year Expense

DEPARTMENTAL RECOMMENDATION: - Request Board authorize payment of prior year expenses of $1,200 for Secretarial Services for the Fish and Wildlife Advisory Commission.

SUMMARY DISCUSSION: - The secretary to the Inyo Fish and Wildlife Advisory Commission is paid $200 per month for services provided to the Commission. These expenses are reimbursed through the Fish and Game Budget 024200 based on a submitted County of Inyo *"Travel Expense Reimbursement Request."* The secretary normally submits two or three requests for reimbursement with accumulated expenses incurred over several months throughout the fiscal year. On September 17, 2015 the Clerk of the Board received the request for reimbursement for expenses incurred for the months of January, 2015 through September, 2015. These expenses crossed fiscal years 2014-15 and 2015-16, and since the Auditor-Controller closed the books for fiscal year 2014-15 on August 31, 2015, payment of the 2014-15 expenses needs to be authorized. The Fish and Game Fine Fund budget for 2014-15 was sufficient to pay the requested amount. When the payment was not made, the funds fell to the fund balance and remain available to be budgeted to cover these expenses. There are sufficient appropriations in the fiscal year 2015-16 Fish and Game Budget to cover the $1,200 prior year payment, however, an adjustment will need to be made at mid-year to cover on-going expenses. The secretary has been requested to, in the future, submit travel reimbursement requests in a more timely manner.

ALTERNATIVES: Your Board could choose to not authorize this payment. This alternative is not recommended in that the services were rendered and there is an expectation that payment will be made.

OTHER AGENCY INVOLVEMENT: n/a

FINANCING: There are sufficient funds budgeted in the FY 2015-16 Fish and Game Fine Budget 024200 to initially cover these expenses, however an adjustment will need to be made at mid-year budget to increase the FY 2015-16 budget.

APPROVALS	
BUDGET OFFICER:	BUDGET AMENDMENTS *(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.)*
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 Assistant Clerk of the Board.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)* Approved: YES Date 9/29/15
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS *(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)* 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
17

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

FROM: Administration-Purchasing
By Emma Bills, Assistant Purchasing Agent

FOR THE BOARD MEETING OF: October 6, 2015

SUBJECT: Award of Bid No. 2015-07 Printing for 2015-16 FY

DEPARTMENTAL RECOMMENDATION:

Request award of Bid No. 2015-07, Printing for Fiscal Year 2015-2016 to the The Hanigan Company Inc. and authorize purchase orders to be approved for various County Departments to order printing from this bid for the Fiscal Year 2015-2016.

SUMMARY DISCUSSION:

The items on this bid consist of letterhead, forms, envelopes, business cards, etc., that the departments anticipate needing during the coming year.

Bid packets were mailed and the bid was advertised. Following is a recap of the bids: (please note that listed amounts do not include sales tax)

VENDOR	AMOUNT BID
Community Printing & Publishing	No Bid Received
Alex Printing	No Bid Received
The Hanigan Company Inc.	$16,125.00

It is recommended that The Hanigan Company Inc. be awarded the contract.

ALTERNATIVES:

Your Board could choose not to award this bid, or authorize the approval of purchase orders, but this alternative is not recommended. The Purchasing Department through competitive process has obtained the best prices available.

OTHER AGENCY INVOLVEMENT:

The departments submitted samples of each item to be included in the bid, with a description and quantity they anticipate ordering, to Purchasing for the bidding process.

FINANCING:

Traditionally, County departments have included the cost for printing needs in the appropriations in their budgets.

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: 9/18/2015 Date_____
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.) N/A Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date: 09-16-2015
(The Original plus 20 copies of this document are required)

For Clerk=s Use Only:
AGENDA NUMBER
18

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: Kammi Foote, Inyo County Clerk-Recorder & Registrar of Voters

FOR THE BOARD MEETING OF: **October 6, 2015**

SUBJECT: Appointments in Lieu of Election - November 3, 2015 UDEL Election

DEPARTMENTAL RECOMMENDATION: Recommend that the Board of Supervisors issue an order declaring appointed-in-lieu of election those candidates submitted for the special districts for the November 3, 2015 Uniform District Election as per the attached Clerk's Certificates.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The Board of Supervisors, as supervising authority, makes the appointments of... "the person or persons, if any, who have filed declarations of candidacy" {Elections Code §10515(a)} and "if no person has filed a declaration of candidacy for any office, the supervising authority shall appoint any person to the office who is qualified on the date when the election would have been held." {Elections Code §10515(b)}

ALTERNATIVES: Not issue an order declaring candidates appointed in lieu of election, which would be contradictory to Elections Code §10515.

OTHER AGENCY INVOLVEMENT: Not applicable

FINANCING: No impact

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 9/24/2015

★CLERK'S CERTIFICATE★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2011. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Big Pine Community Service District** are required to be filed with the County Clerk;

2. The number of offices to be filled for said District is **three** 4-year terms.

3. The names of the persons submitting Declarations of Candidacy are:

   Gary J. Doyel – 4-year **Brian Law – 4-year**

   David Allen – 4-year (insufficient declaration filed)

4. The number of vacancies remaining is: **One**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Gary J. Doyel – 4-year **Brian Law – 4-year**

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There is **One** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT	FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **David Allen**
None	

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 25th day of September, 20 15.

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: _____
Elections Clerk

CLERK INYO COUNTY, CALIFORNIA

★CLERK'S CERTIFICATE★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2011. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Big Pine Fire Protection District** are required to be filed with the County Clerk;

2. The number of offices to be filled for said District is **three** 4-year terms

3. The names of the persons submitting Declarations of Candidacy are:

   Michael K. Carrington – 4-year term **Jeri Stout – 4-year term**
   Kerry Koontz – 4-year term

4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Michael K. Carrington – 4-year term **Jeri Stout – 4-year term**
Kerry Koontz – 4-year term

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **No** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 25th day of September, 2015.

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: _____
Elections Clerk

CLERK COUNTY OF INYO CALIFORNIA

★CLERK'S CERTIFICATE★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2011. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

2. Declarations of Candidacy for office on the Board of Directors of the **Darwin Community Services District** are required to be filed with the County Clerk;

2. The number of offices to be filled for said District is **two** 4-year terms

3. The names of the persons submitting Declarations of Candidacy are:

Kristy S. Bowman – 4-year term **Aaron Dornan – 4-year term**

4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Kristy S. Bowman – 4-year term **Aaron Dornan – 4-year term**

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **No** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 25th day of September, 20 15.

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: _____
Elections Clerk

CLERK OF COUNTY OF INYO CALIFORNIA

★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2011. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **East Independence Sanitary District** are required to be filed with the County Clerk;

2. The number of offices to be filled for said District is **three** 4-year terms

3. The names of the persons submitting Declarations of Candidacy are:

   Alan Broch – 4-year
   Elaine M. Delaney – 4-year
   Ronald J. Hubbard – 4-year

4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Alan Broch – 4-year
Elaine M. Delaney – 4-year
Ronald J. Hubbard – 4-year

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There is still **one** remaining vacancy to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancy, please be advised that the following persons have indicated an interest in filling the vacancy and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 25th day of September, 20 15.

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: _____
Elections Clerk

★CLERK'S CERTIFICATE★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2011. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Eastern Sierra Community Service District** are required to be filed with the County Clerk;

2. The number of offices to be filled for said District is **two** 4-year terms,

3. The names of the persons submitting Declarations of Candidacy are:

   Ronald E. Stone – 4-year
   Russell L. Adams – 4-year

4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Ronald E. Stone – 4-year
Russell L. Adams – 4-year

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **No** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT	FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**
None	

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 25th day of September, 20 15.

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: _____
Elections Clerk

CLERK OF INYO COUNTY, CALIFORNIA

★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2011. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Independence Fire Protection District** are required to be filed with the County Clerk;

2. The number of offices to be filled for said District is **one** 4-year terms

3. The names of the persons submitting Declarations of Candidacy are:

   Von P. Riesen – 4-year

4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Von P. Riesen – 4-year

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **No** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT	FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**
None	

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 25th day of September, 2015.

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: _____
Elections Clerk

★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2011. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Indian Creek/Westridge Community Service District** are required to be filed with the County Clerk;

2. The number of offices to be filled for said District is **three** 4-year terms

3. The names of the persons submitting Declarations of Candidacy are:

   George Batchelder – 4-year **Luis Elias – 4-year**
   David Mappus -4-year

4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

George Batchelder – 4-year **Luis Elias – 4-year**
David Mappus -4-year

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are still **No** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT	FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**
None	

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 25th day of September, 20 15.

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: _____
Elections Clerk

CLERK OF INYO COUNTY, CALIFORNIA

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GENERAL DISTRICT ELECTION

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I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Keeler Community Service District** are required to be filed with the County Clerk;

2. The number of offices to be filled for said District is **two** 4-year terms and **two** 2-year terms

3. The names of the persons submitting Declarations of Candidacy are:

John F. Bowden – 2-year	**Sherry L. Cosgrove – 4-year**
John Dukes – 2-year	**Bruce G. Spry -4-year**

4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

John F. Bowden – 2-year	**Sherry L. Cosgrove – 4-year**
John Dukes – 2-year	**Bruce G. Spry -4-year**

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **No** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT	FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**
None	

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 25th day of September, 2015.

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: _____
Elections Clerk

CLERK COUNTY OF INYO CALIFORNIA

★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2011. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Lone Pine Community Service District** are required to be filed with the County Clerk;

2. The number of offices to be filled for said District is **three** 4-year terms

3. The names of the persons submitting Declarations of Candidacy are:

   Jayson Lozier – 4-year **Doris L. Brackney – 4-year**

4. The number of vacancies remaining is: **One**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Jayson Lozier – 4-year **Doris L. Brackney – 4-year**

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are still **one** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT	FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**
Joyce Spearman	

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 25th day of September, 20 15.

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: _____
Elections Clerk

CLERK OF INYO COUNTY, CALIFORNIA

★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2011. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Lone Pine Fire Protection District** are required to be filed with the County Clerk;

2. The number of offices to be filled for said District is **three** 4-year terms and **one** two-year term

3. The names of the persons submitting Declarations of Candidacy are:

   Michael Todd Bunn – 4-year **Joe R. Gutierrez – 4-year**

4. The number of vacancies remaining is: **two**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that at a regular meeting to be held October 27, 2011, the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Michael Todd Bunn – 4-year **Joe R. Gutierrez – 4-year**

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are still **two** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT
Rick Mayfield – 4-year
Doug Manning -2-year

FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 25th day of September, 2015.

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: _____
Elections Clerk

CLERK INYO COUNTY, CALIFORNIA

★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2011. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Mesa Community Services District** are required to be filed with the County Clerk;

2. The number of offices to be filled for said District is **two** 4-year terms and **two** two-year term

3. The names of the persons submitting Declarations of Candidacy are:

   Brad A. Broaten – 2-year **Kari Orr – 4-year**

   Constance A. Walker – (insufficient declaration filed)
   Nathaniel Charles Gratz - (insufficient declaration filed)

4. The number of vacancies remaining is: **two**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that at a regular meeting to be held October 27, 2011, the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Brad A. Broaten – 2-year **Kari Orr – 4-year**

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are still **two** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS:
Nathaniel Charles Gratz – 4-year
Constance A. Walker – 2-year

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 25th day of September, 20 15.

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: _____
Elections Clerk

CLERK INYO COUNTY, CALIFORNIA

★CLERK'S CERTIFICATE★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2011. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Olancha Community Service District** are required to be filed with the County Clerk;

2. The number of offices to be filled for said District is **three** 4-year terms

3. The names of the persons submitting Declarations of Candidacy are:

   Neale Gordon – 4-year **Tim Jones – 4-year**
   Melinda Salmonds – 4-year

4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Neale Gordon – 4-year **Tim Jones – 4-year**
Melinda Salmonds – 4-year

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **No** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 25th day of September, 20 15.

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: _____
Elections Clerk

CLERK COUNTY OF INYO CALIFORNIA

★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2011. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Sierra Highlands Community Service District** are required to be filed with the County Clerk;

2. The number of offices to be filled for said District is **three** 4-year terms.

3. The names of the persons submitting Declarations of Candidacy are:

   Bruce L. Kingsbury – 4-year **James E. Langley – 4-year**
   John Beischel – 4-year

4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Bruce L. Kingsbury – 4-year **James E. Langley – 4-year**
John Beischel – 4-year

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **No** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT
None

FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 25th day of September, 20 15.

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: _____

CLERK COUNTY OF INYO CALIFORNIA

Elections Clerk

★ CLERK'S CERTIFICATE ★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2011. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Sierra North Community Service District** are required to be filed with the County Clerk;

2. The number of offices to be filled for said District is **two** 4-year terms.

3. The names of the persons submitting Declarations of Candidacy are:

   Linda Baptie – 4-year

4. The number of vacancies remaining is: **One**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Linda Baptie – 4-year

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **One** emaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT	FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**
None	

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 25th day of September, 2015.

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: _____
Elections Clerk

CLERK COUNTY OF INYO CALIFORNIA

★CLERK'S CERTIFICATE★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2011. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Southern Inyo Fire Protection District** are required to be filed with the County Clerk;

2. The number of offices to be filled for said District is **three** 4-year terms and **two** 2-year terms

3. The names of the persons submitting Declarations of Candidacy are:

Robin Flinchum – 2-year	**Gary Barkley – 4-year**
Myra A. Kizzia (Toni) - 2-year	**Patrick Donnelly – 4-year**
	Amy Noel – 4-year

4. The number of vacancies remaining is: **None**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Robin Flinchum – 2-year	**Gary Barkley – 4-year**
Myra A. Kizzia (Toni) - 2-year	**Patrick Donnelly – 4-year**
	Amy Noel – 4-year

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There are **No** remaining vacancies to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancies, please be advised that the following persons have indicated an interest in filling the vacancies and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT	FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **None**
None	

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 25th day of September, 20 15.

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: _____
Elections Clerk

CLERK OF COUNTY, CALIFORNIA

★CLERK'S CERTIFICATE★

GENERAL DISTRICT ELECTION

I, Kammi Foote, County Clerk, hereby certify that in accordance with Part 4, of Division 10, Elections Code, State of California, proceedings have heretofore been taken for the UDEL Election to select candidates for the vacancies that will occur on the Board of Directors of the District listed below on the first Friday in December 2011. I further certify that this office has not received notice as required in Section 10515 of the Elections Code from the District below stating that a petition requesting an election has been received.

I further certify:

1. Declarations of Candidacy for office on the Board of Directors of the **Starlite Community Service District** are required to be filed with the County Clerk;

2. The number of offices to be filled for said District is **three** 4-year terms and **one** two year

3. The names of the persons submitting Declarations of Candidacy are:

   Kenneth G. Gilliland – 4-year
   Catherine G. Sanchez-Strand – 4-year **Eric Vanderleest – 2-year**

   Daniel F. Cutshall – 4-year (insufficient declaration filed)

4. The number of vacancies remaining is: **One**

Since circumstances provided in the Elections Code for the appointment of candidates by the Board of Supervisors of this county in lieu of holding such election have occurred, it is hereby required, in accordance with Section 10515 of the Elections Code, that the Board of Supervisors appoint the following duly declared candidates to the Board of Directors of the above District:

Kenneth G. Gilliland – 4-year
Catherine G. Sanchez-Strand – 4-year **Eric Vanderleest – 2-year**

(If no person has filed a declaration of candidacy, the supervising authority shall appoint any person to the office who is qualified on the date the election would have been held.)

There is still **one** remaining vacancy to be filled due to insufficient or no declarations of candidacy. To aid you in selecting appointees for the remaining vacancy, please be advised that the following persons have indicated an interest in filling the vacancy and their name has been submitted by the District as an interested party:

NAMES SUBMITTED BY DISTRICT	FILED DECLARATION OF CANDIDACY WHICH WAS DISQUALIFIED DUE TO TECHNICAL REASONS: **Daniel F. Cutshall**
None	

The person appointed shall qualify and take office and serve exactly as if elected at a General District Election for such office.

Dated this 25th day of September, 2015.

Kammi Foote
Inyo County Clerk/Registrar of Voters
By: _____
Elections Clerk

CLERK OF INYO COUNTY, CALIFORNIA

For Clerk's Use Only:
AGENDA NUMBER

19

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – Eastern Sierra Area Agency on Aging

FOR THE BOARD MEETING OF: October 6, 2015

SUBJECT: Certification of Compliance

DEPARTMENTAL RECOMMENDATION:
Request Board: (1) verify the County's compliance with state and federal requirements and authorize the Chairperson to sign the Certification (CCC-307) form on behalf of the Eastern Sierra Area Agency on Aging; and (2) authorize the Chairperson to sign the Payee Data Record (STD.204).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
This Certification form is standard with all of our State contracts. In the case of the contract with the California Department of Aging, this form has been sent to us separately from the contract. The Department simply requests the Chairperson's signature indicating County compliance with state and/or federal requirements including: Drug-Free Workplace, National Labor Relations Board, Contracts for Legal Services, Expatriate Corporations, Sweatfree Code of Conduct, Domestic Partners, Conflict of Interest, Labor Code/Workers' Compensation, Americans with Disabilities Act, Contractor Name Change, Corporate Qualifications To Do Business in California, Resolution, Air or Water Pollution Violation.

The Payee Data Record form allows ESAAA to be input into the new fiscal payment system within the California Department of Aging.

ALTERNATIVES:
Your Board could deny or delay this request, which would end or interrupt the flow of State and Federal funds for aging services in Inyo and Mono Counties.

OTHER AGENCY INVOLVEMENT:
California Department of Aging, County of Mono

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: _____ Date: _____
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: yes Date: 9/21/2015
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: ✓ Date: 9/21/15

DEPARTMENT HEAD SIGNATURE: _____ Date: 9-23-15

(Not to be signed until all approvals are received)

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY
EDMUND G. BROWN JR. *Governor*

CALIFORNIA DEPARTMENT OF AGING
1300 National Drive Ste 200
SACRAMENTO, CA 95834
Internet Home Page: www.aging.ca.gov
TDD Only 1-800-735-2929
FAX Only (916) 928-2267
TEL (916) 419-7500

MEMORANDUM

Date: September 10, 2015

To: **Agency Contract Representatives (ACR)**

From: Contracts and Business Services
California Department of Aging
1300 National Drive, Suite 200
Sacramento, CA 95834

RE: Required Contract Forms

We are currently updating all of our contract information lists in anticipation of our contract processes being part of the State Fi$Cal system. In order to make this as seamless as possible, we are requesting the following three forms be completed with the most current information and returned to us via email. The following forms are included in this package:

- Agency Contract Representative Form
  Please fill out the attached form with the name of the person we would contact concerning the contract and accompanying documents. Include the address of where the contract should be sent. The ACR would not necessarily be, and in many cases is not, the person that signs the contract, it is your designated contact between our Contracts and Business Services Section and your site. This form is filled in with the current information that we have. Please make any changes and fill in any missing information. Sign, scan, and return.

- Contractor Certification Clauses
  We have filled in some of this information. Please complete, sign, date, scan and return.

- STD 204
  Complete form, sign, date, scan and return. We suggest that if you have a separate address you would like checks/warrants to go to put use both address boxes or just use the address that you would like the checks/warrants to go in a single box.

When the Contract Forms package is completed please, scan and email the package to me at CDABusinessServices@aging.ca.govor or FAX it to: 916-928-2500. Please email as a package and not individually. Thank you for all your help and patience.

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)

STD. 204 (Rev. 6-2003)

1

INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this **fully completed** form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.

NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.

2

PAYEE'S LEGAL BUSINESS NAME (Type or Print)

County of Inyo

SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)

E-MAIL ADDRESS

MAILING ADDRESS

PO Drawer R

BUSINESS ADDRESS

168 Edwards St.

CITY, STATE, ZIP CODE

Independence, Ca 93526

CITY, STATE, ZIP CODE

Independence, Ca 93526

3

PAYEE ENTITY TYPE

CHECK ONE BOX ONLY

ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): 95-6005445

☐ **PARTNERSHIP**

☐ **ESTATE OR TRUST**

CORPORATION:

- ☐ **MEDICAL** (e.g., dentistry, psychotherapy, chiropractic, etc.)
- ☐ **LEGAL** (e.g., attorney services)
- ☐ **EXEMPT** (nonprofit)
- ☐ **ALL OTHERS**

☐ **INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER:** ___-___-____

(SSN required by authority of California Revenue and Tax Code Section 18646)

NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.

4

PAYEE RESIDENCY STATUS

☒ California resident - Qualified to do business in California or maintains a permanent place of business in California.

☐ California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.

- ☐ No services performed in California.
- ☐ Copy of Franchise Tax Board waiver of State withholding attached.

5

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.

AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)

Matt Kingsley

TITLE

Chairperson

SIGNATURE

DATE

TELEPHONE

( )

6

Please return completed form to:

Department/Office: California Department of Aging

Unit/Section: CBSS

Mailing Address: 1300 National Drive, Suite 200

City/State/Zip: Sacramento, CA 95834

Telephone: (916) 419-7157 **Fax:** (916) 928-2500

E-mail Address: don.fingado@aging.ca.gov

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	**Requirement to Complete Payee Data Record, STD. 204** A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies. Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.
2	Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.
3	Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a). The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).
4	**Are you a California resident or nonresident?** A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California. A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident. For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are $1,500 or less for the calendar year. For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov
5	Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.
6	This section must be completed by the State agency requesting the STD. 204.
	Privacy Statement Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to $20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business. All questions should be referred to the requesting State agency listed on the bottom front of this form.

STATE OF CALIFORNIA
DEPARTMENT OF AGING
AGENCY CONTRACTS REPRESENTATIVE DESIGNATION FORM
CDA 045 (REV 2/2014)

Agency Contracts Representative (ACR)
Designation Form

FAX or E-Mail To: **Don Fingado**
Contracts and Business Services Section (CBSS)
Don.Fingado@aging.ca.gov
or - FAX: (916) 928-2500

PSA/MSSP Site Number: 16

ACR Information:

ACR Name: Melissa Best-Baker

Phone: (760) 878-0232 Fax: (760) 878-0266

E-Mail: mbestbaker@inyocounty.us

Address Label Information: **Attention To: (May be Person, Title, or Department)**

Contractor: County of Inyo

Attention To: Jean Turner, Director

Street Address: 163 May Street

City: BISHOP CA Zip Code: 93514

Information for Mailing Warrants/Checks: **(If not same as above)**

Address: P.O. Drawer H, Independence, CA 93526

Attention: Fiscal Supervisor

Signature: _____ Print Name: _____

Title: _____ Phone: _____

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
County of Inyo	956005445
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*
	Inyo

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

For Clerk's Use Only:
AGENDA NUMBER
20

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Veteran Service Office

FOR THE BOARD MEETING OF: **October 27, 2015**

SUBJECT: Letter of Appreciation

DEPARTMENTAL RECOMMENDATION:

Request your Board a) approve and authorize the Chairperson to sign the attached letter of appreciation to Governor Edmund G. Brown Jr.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

After three years of hard work by numerous veteran organizations and participants, Governor Brown approved making the $5.6 million local assistance funding level for California Veterans Service Offices permanent. This permanent funding level will help in planning future budgets and help us assist the many deserving veterans and their families we serve.

ALTERNATIVES:

Not authorize signing the letter.

OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING:

There is no cost for signing the letter of appreciation.

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: ✓ Date 09/16/15
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_____
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] u/s/VSO Date: 9/17/15

The Honorable Edmund G. Brown Jr.
Governor, State of California
State Capitol
Sacramento, CA 95814

Re: **Appreciation; Permanent $5.6 million funding; County Veterans Service Officers**

Dear Governor Brown,

On behalf of the Board of Supervisors for the County of Inyo, I would like to take this opportunity to express our appreciation for your approval, via the State Budget, of the permanent funding level of $5.6 million in Local Assistance funding for our County Veteran Service Offices, beginning with the 2015 Budget Act.

For the last two budget cycles we had been receiving $5.6 million in one-time funding. While this was much appreciated and put to good use, the temporary nature of the funding made it difficult to make long term plans and train staff. The permanent $5.6 million funding level will allow us to plan for the future by enabling us to hire, train, and retain skilled veterans service representatives.

Most importantly, these funds will improve the lives of our veterans and bring an economic impact to our county but most importantly, they demonstrate the State's commitment to acknowledging the sacrifices and service these veterans have given for us all.

In Fiscal Year 2013-14, County Veterans Service Officers statewide brought in approximately $546 million in new and recurring federal veterans benefits for California veterans.

Our constituents, both veteran and non-veteran, have placed a high priority on services to help veterans access their benefits. They recognize the sacrifice these brave men and women have made in service to our country. This $5.6 million permanent, annual Local Assistance funding will help us provide improved services to those veterans and their families.

We anticipate being able to:

- expand outreach operations to provide easier access to our veterans who live remotely from the county seat
- expand presence at outreach/community events
- produce/provide locally targeted outreach materials

Sincerely

Chair, Inyo County Board of Supervisors

For Clerk's Use Only:
AGENDA NUMBER

21

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: County Administrator – Budget Officer

FOR THE BOARD MEETING OF: October 6, 2015

SUBJECT: Amendments to the Fiscal Year 2015-2016 Budget

DEPARTMENTAL RECOMMENDATION:

Request your Board amend the Fiscal Year 2015-2016 Board Approved Budget by amending the Bishop Airport Improvement Projects (630303) budget; the CAO-ACO (010201) budget; the Parks & Recreation (076999) budget; the Social Services (055800) budget; the Community Mental Health (045200) budget; the Substance Use Disorders (045315) budget, and the First Five Commission (643000) budget, and creating the FIRST Program budget (055801) (Health and Human Services) as indicated on Attachment A *(4/5's vote required)*.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The recommended amendments to the Fiscal Year 2015-2016 Board Approved Budget reflect desirable changes identified after preparation of the Recommended Budget which could not be incorporated into the Board Approved Budget adopted on September 8, 2015. Most of these amendments are associated with creating a stand-alone budget for the new FIRST Program described during a Board workshop in August. The FIRST Program expenses were originally budgeted into four separate HHS budgets, and the CAO recommended that the projected revenues and expenditures be identified in a stand-alone budget in order to better track revenues and expenditures in this pilot program. In order to create an accurate FIRST budget, HHS identified the costs within the four other budget units (Social Services – 055800, Community Mental Health – 045200, Substance Use Disorders – 045315, and First Five Commission – 643000), and reduce those budgets revenues and expenditures accordingly. Within the HHS budgets listed above, there is no change in revenues or expenditures as a whole; the revenues and expenditures have just been re-appropriated to create the FIRST Program budget.

Additionally, the Bishop Airport Improvement Projects budget needs to be reduced to reflect a lower-than-anticipated grant award (and associated match) that was applied for to complete the Bishop Airport Crack Seal and Security Fence projects. This budget amendment reduces the revenues and expenditures related to this specific grant in the Bishop Airport Improvement budget (630303) by $868,805. Additionally, since the federal and state revenues are lower, the match funded by an Operating Transfer from the CAO – ACO budget also needs to be reduced.

The increase in Operating Transfers from the Geothermal Royalties Trust to the Parks and Recreation budget is necessary to fund additional costs associated with the contract amendment approved by your Board on August 18, 2015 for the well improvement project at four (4) County campgrounds.

Attachment A identifies all of the changes to the budgets listed above.

ALTERNATIVES:

Your Board could choose not to approve this budget amendment, however, this is not recommended as the stand alone FIRST budget will assist in analyzing the program's success in tapping a variety of potential funding sources; not approving the Operating Transfer to the Parks budget will limit the number of other projects that can be funded from this budget; and, the reductions to the Bishop AIP budget is necessary to ensure that spending authority does not exceed available revenues.

OTHER AGENCY INVOLVEMENT:

HHS, Public Works and Parks worked with the budget team to prepare their respective amendments.

FINANCING:

State funds, Federal funds, Realignment funds, Geothermal funds, and County General Funds. There is a total decrease of $868,805 in the Bishop Airport Improvement Projects budget ($38,638 decrease in State Grants, $772,744 decrease in Federal Grants and $47,223 in Operating Transfers In). The decrease in the CAO-ACO budget is $47,223, the required match for the State and Federal dollars. The increase in Parks and Recreation is $44,800, which will be covered with Geothermal funds. There is no change to the bottom line of the HHS budgets being modified by this ARF, just a shift of revenues and expenditures to the new FIRST Program budget, which can be reviewed more carefully in the attached summary.

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: YES Date: 10-1-15
BUDGET OFFICER:	**BUDGET RELATED ITEMS** Approved: ✓ Date: 10-1-15

DEPARTMENT HEAD SIGNATURE: _____ Date: 10-01-15

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

Attachment A

Bishop Airport Improvement Prj - 630303

Obj Code	Description	BA Amount	New Amount	Difference
4498	State Grants	$ 247,447	$ 208,809	$ (38,638)
4555	Federal Grants	$ 4,948,348	$ 4,175,604	$ (772,744)
4998	Operating Transfers In	$ 302,436	$ 255,213	$ (47,223)
		$ 5,498,231	$ 4,639,626	$ (858,605)
5265	Professional & Special Services	$ 504,332	$ 429,037	$ (75,295)
5124	External Charges	$ 254,059	$ 211,379	$ (42,680)
5700	Construction in Progress	$ 3,710,439	$ 2,969,809	$ (740,630)
		$ 4,468,830	$ 3,610,225	$ (858,605)

CAO - ACO - 010201

Obj Code	Description	BA Amount	New Amount	Difference
5801	Operating Transfers Out	$ 252,436	$ 205,213	$ (47,223)

FIRST Program - 055801 - NEW BUDGET

Obj Code	Description	New Amount	First 5 - 643000	SUD - 045315	Social Services - 055800	Mental Health - 045200	Total
4420	Social Services Realignment	$ 49,640			$ (49,640)		$ (49,640)
4460	Realignment - 2011	$ 110,678			$ (74,461)	$ (36,217)	$ (110,678)
4498	State Grants	$ 57,282	$ (21,065)			$ (36,217)	$ (57,282)
4748	Mental Health MediCal	$ 72,434				$ (72,434)	$ (72,434)
4501	Federal Public Assistance Admin	$ 10,825			$ (10,825)		$ (10,825)
4552	Federal Other	$ 6,892		$ (6,892)			$ (6,892)
		$ 307,751	$ (21,065)	$ (6,892)	$ (134,926)	$ (144,868)	$ (307,751)
5001	Salaried Employees	$ 172,539	$ (8,627)	$ (4,314)	$ (73,329)	$ (86,269)	$ (172,539)
5003	Overtime	$ 500			$ (250)	$ (250)	$ (500)
5004	Standby Time	$ 14,300			$ (7,150)	$ (7,150)	$ (14,300)
5021	Retirement & Social Security	$ 13,754	$ (688)	$ (344)	$ (5,844)	$ (6,878)	$ (13,754)
5022	PERS Retirement	$ 39,386	$ (1,970)	$ (984)	$ (16,739)	$ (19,693)	$ (39,386)
5031	Medical Insurance	$ 24,007	$ (1,200)	$ (600)	$ (10,203)	$ (12,004)	$ (24,007)
5032	Disability Insurance	$ 1,726	$ (87)	$ (43)	$ (734)	$ (862)	$ (1,726)
5043	Other Benefits	$ 7,256	$ (362)	$ (182)	$ (3,084)	$ (3,628)	$ (7,256)
5122	Cell Phones	$ 30			$ (15)	$ (15)	$ (30)
5260	Health - Employee Physicals	$ 100			$ (50)	$ (50)	$ (100)
5291	Office, Space & Site Rental	$ 7,500	$ (374)	$ (188)	$ (3,188)	$ (3,750)	$ (7,500)
5311	General Operating Expense	$ 7,000	$ (4,532)		$ (1,484)	$ (984)	$ (7,000)
5351	Utilities	$ 1,000	$ (50)	$ (25)	$ (425)	$ (500)	$ (1,000)
5152	Workers Compensation	$ 3,184	$ (65)	$ (127)	$ (1,878)	$ (1,114)	$ (3,184)
5155	Public Liability Insurance	$ 6,006	$ (60)	$ (60)	$ (5,165)	$ (721)	$ (6,006)
5333	Motor Pool	$ 1,000	$ (50)	$ (25)	$ (425)	$ (500)	$ (1,000)
5501	Support & Care of Persons	$ 8,463	$ (3,000)		$ (4,963)	$ (500)	$ (8,463)
		$ 307,751	$ (21,065)	$ (6,892)	$ (134,926)	$ (144,868)	$ (307,751)

Parks & Recreation - 076999

Obj Code	Description	BA Amount	New Amount	Difference
4998	Operating Transfers In	$ 216,326	$ 261,126	$ 44,800
5620	Infrastructure	$ 78,900	$ 123,700	$ 44,800

AC - Geothermal - 010406

Obj Code	Description	BA Amount	New Amount	Difference
5801	Operating Transfers Out	$ 393,639	$ 438,439	$ 44,800

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: County Administrator – Information Services

FOR THE BOARD MEETING OF: **October 6, 2015**

SUBJECT: Amendment to Manatron Property Tax Software Agreement CA2012.004

DEPARTMENTAL RECOMMENDATION:

Request you Board a) accept an Amendment to Contract CA2012.004 between the County of Inyo and Manatron, Inc. – A Thomson Reuters Business relative to the County's enterprise property tax system implementation and B) authorize the Chairperson to sign.

SUMMARY DISCUSSION:

Discussions regarding replacement of the County's present property tax processes and systems have taken place since 2002. In the fall of 2012, after issuing a Request For Proposals, the Property Tax Management System (PTMS) working group – comprised of Assessor, Tom Lanshaw; Auditor, Leslie Chapman; Treasure – Tax Collector, Alisha McMurtrie; and Information Services Director, Brandon Shults – determined that a solution offered by Manatron, Inc. best fit the County's needs. Shortly after the determination, the County was notified that Manatron, Inc. was being acquired by Thomson Reuters. However, the PTMS working group maintained that, regardless, the product offered by Manatron was still the best option. In December 2012, the Board of Supervisors approved the County entering into an Agreement with Manatron, Inc. – A Thomson Reuters Business for the provision of an enterprise (integrated) property tax management system.

As part of the approval of the Agreement with Manatron/Thomson Reuters, the Board was advised that the Treasure-Collector would serve as the Project Sponsor. Additionally, the Board approved a $218,020 contract with Carie Toeller of C. Toeller Consulting to serve as the Project Manager working under the exclusive direction of the Treasurer-Tax Collector for the period of September 20, 2012 through December 14, 2014.

The initial project plan estimated that the system would be in production February 2014. Soon after the Agreement was accepted, Thomson Reuters reported that it would not be able to meet the project schedule. Since the start of the project, Thomson Reuters has formally requested a delay of the production date four (4) times; the County approved the first three requests. The fourth request for delay from Thomson Reuters was made in the spring of 2015 at which time members of the PTMS working group evaluated the cumulated impacts of the delays.

The PTMS working group identified many negative impacts associated with these delays including but not limited to:

- After 30 months, the County had nothing to substantial to show for its efforts and costs, including $689,759 in payments made under the Agreement;
- Additionally, the Board of Supervisors was asked to amend the contract with Ms. Toeller, on September 2, 2014, to extend the term by 9 and ½ months and the amount by $125,320.
- The loss of the subject matter expertise of the former County Assessor, who retired before the project was completed;
- The loss of knowledge of the primary Information Services staff assigned to the project, who accepted other employment before the project was completed; and,
- Increased risk of failure of current County property tax processing related systems.

Furthermore, based on its evaluation, the PTMS working group determined that it would seek legal counsel regarding whether to recommend that the Board of Supervisors consider initiating legal proceedings against Thomson Reuters to seek full restitution of monies paid and additional liquidated damages. However, prior to proceeding, on June 16, 2015, the Treasurer and Tax-Collector announced that she was resigning her role of the PTMS Project Sponsor.

In response, the County Administrator called a meeting with the PTMS working group and others to discuss and evaluate the status of the PTMS project. Through that and additional meetings, and after consideration of alternatives, it was decided that the most prudent course of action would be to continue to attempt to work with Thomson Reuters in an effort to secure binding assurances as to production date and monetary credits for cost overruns resulting from Thomson Reuter's delays. The County Administrator assigned Assistant CAO Rick Benson to serve as the new PTMS Project Sponsor working in concert with the Information Services Director, Brandon Shults.

Through a series of negotiations, Messrs. Benson and Shults extracted an agreement from Thomson Reuters to a binding production date and credits for some cost overruns. As a result, at this time, it is anticipated that the project cost, exclusive of additional project management and consulting costs and costs of County staff time, will remain at or below the amount initially estimated for the project ($1,716,000). These concessions are represented in the amendment to the Agreement with Manatron/Thomson Reuters being presented today for your Board's consideration.

If approved by your Board, the amendment will:

a) Assure that the County receives the latest version of the software system.
b) Establish a hard "go live" date for the project. The date is yet to be determined but will be no later than February 2017.
c) Identify objective project milestones.
d) Allow the County to recover some of the additional costs incurred due to the deadlines previously missed by the contractor.
e) Assure the County is no longer paying for services it has not received.
f) Entitle the County to receive a refund of hard costs if the system is not delivered by the agreed to date.

The need for an updated property tax management system remains a high priority. Staff continues to be confident that the final product to be provided by Thomson Reuters will effectively serve the needs of the County for many years to come and that this amendment is the most cost-effective means for securing a state-of-the-art system. However, in addition to receiving better service and performance from Thomson Reuters, realizing the benefits of the system will also rely on the County's Information Services Division and elected Assessor, Auditor-Controller, and Treasure Tax Collector fulfilling their project responsibilities in a timely manner.

ALTERNATIVES:

In addition to the recommended action there are alternatives:

1) Disregard the negotiated Amendment and initiate legal action against Thomson Reuters seeking full restitution of monies paid and additional liquidated damages. Based on the PTMS working group evaluation of alternatives to the present project and consideration of risks, this alternative is not recommended for several reasons:
    a. Legal proceedings could take a long time to resolve and, provide no assurances that the County would absolutely prevail;
    b. Unless and until the County prevailed in the legal proceedings, it would need to identify additional funding to move forward with an alternative property tax management system solution.
    c. Alternative property tax management systems are scarce. The only other private software system is more costly and has been unwilling to agree to limits for annual maintenance cost increases, and developing a publicly-owned system would be time-consuming and require a level of resource commitments and cooperation of

participating counties that does not currently exist.

2) Disregard the negotiated Amendment and attempt to negotiate additional conditions with Thomson Reuters. This is not recommended; Thomson Reuters has indicated that they will not negotiate further.
3) Disregard the negotiated Amendment and continue the project under the existing contract status quo. This is not recommended because there are no assurances under the existing contract and no monetary credits from the Thomson Reuters for County cost overruns.
4) Terminate the existing contract under the existing terms. This is not recommended as it leaves the County with the same operation risks without consideration of restitution or damages.

OTHER AGENCY INVOLVEMENT:

In addition to the County of Inyo, the County property tax system impacts Special Districts, the City of Bishop, Inyo County Schools and the Inyo County Office of Education.

FINANCING:

The cost of the project is in the Fiscal year 2015-2016 Property Tax Upgrade budget [011804-5265].

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.)* Margaret Tsamp-Williams Approved: ✓ Date 9/15/15
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: JCD Date 9/16/15
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 10/1/15

AMENDMENT #1

This is Amendment #1 ("Amendment"), effective as of October ___, 2015 ("Effective Date"), to Contract #CA2012.004 (the "Master Agreement") by and between Inyo County, California (the "Customer" or "County") and Manatron, Inc. – A Thomson Reuters Business ("TRTA Gov" or "Manatron"). In the event of a conflict between the terms and conditions of the Master Agreement and this Amendment, the terms and conditions of this Amendment shall prevail.

WHEREAS, the Parties entered into the Master Agreement for the acquisition of certain Manatron GRM software and associated services to support the business processes necessary for the assessor's office to appraise, assess and collect real and personal property taxes within the County;

WHEREAS, the County and Manatron now wish to amend the Master Agreement to incorporate the following modifications to the Master Agreement as set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the County and Manatron, intending to be legally bound, hereby agree as follows:

1. The Customer Software Deliverable that shall be implemented shall be Software Release 10.x rather than Release 9.x, and the Aumentum Real Property module will be substituted for the previously planned Custom CAMA product.

2. At no additional charge to Customer, TRTA Gov will further convert, as necessary, Customer data provided pursuant to Release 9.x Data Mapping format to Release 10.x Data Mapping format. For work to be completed henceforth, Customer will continue to perform Data Conversion relying on Release 9.x Data Mapping format, unless both parties agree that implementing a change at the point of Customer Data Conversion would significantly benefit the progression of the project. TRTA Gov will advise Customer of potentially significantly beneficial changes as TRTA Gov becomes aware of them. For example, if Data Conversion is required for Data Conversion not previously delivered, the parties would evaluate relying on Release 10.x Data Mapping format for Customer Data Conversion rather than relying on Release 9.x Data Mapping format for the given Data Conversion.

3. The parties agree to postpone Software Deliverable #2 until Winter 2016/2017, with Go-Live anticipated no later than February 1, 2017. The parties will jointly work to update a mutually agreed upon detailed implementation plan as follow up to an executed Change Request within twenty (20) business days of the Effective Date of this Amendment.

4. Both parties will agree to the detailed Implementation Plan, which shall remain in full force and effect until such time as otherwise agreed to by both parties in writing.

5. Provided Software Deliverable #2 is accepted by Customer no later than February 1, 2017, Customer support and maintenance payments schedule will commence on the 1st day of the month following the actual Go Live date at which point the system is used in production. The support and maintenance amount due for the year inclusive of the Go-Live date will be prorated to 1/12th of the annual amount for the number of months remaining in that support and maintenance year, and will continue through the year 2022. Software Support Services payments shall renew automatically thereafter as defined in Section 15.2 of the Master Agreement.

6. TRTA Gov shall provide a credit to Customer for support and maintenance fees in the total amount of one hundred eighty one thousand eighty six dollars ($181,086.00) for fees paid for years 2013, 2014, and 2015. Effective with the commencement of Customer support and maintenance payments as described in Section 5 above , the amount of twenty five thousand eight hundred sixty nine dollars and forty three cents ($25,869.43) shall be applied by TRTA Gov as a credit to each annual invoice through the year 2022. See revised Payment Schedule / Exhibit 1 listed below. In addition, TRTA Gov shall provide Customer with two credits in the amount of thirty thousand dollars ($30,000) each to be applied to the annual invoice for the years 2016 and 2017, respectively.

7. Post Go-Live support and maintenance costs will be assessed at the Year 1 rates and as defined in the revised payment schedule contained herein as Exhibit 1. For Aumentum, this is fifty eight thousand six hundred twenty two dollars ($58,622.00) for Year 1, and for eGov this is thirteen thousand two hundred dollars ($13,200.00) for Year 1. No other maintenance and support fees will be assessed or invoiced for any period prior to Go-Live.

8. The attached Deliverable Acceptance Statements (DAS) for authorization to Go Live and for Final Acceptance define criteria for authorizing both milestones.The delivery of the DAS should be no later than(15) fifteen days prior to the Go-live date. The purpose of this DAS is to define all remaining open contract issues that have not been delivered. This DAS will govern the remaining deliveries and focus the teams on contract closure. The DAS will be issued once we have agreement on each list. See attached.

9. Customer must provide TRTA Gov with a list of all Priority 1 or 2 (Critical or High) items as defined in the Master Agreement ("System Acceptance List") at least ninety (90) days prior to February 1, 2017. Provided that TRTA Gov receives such System Acceptance List ninety (90) days prior to Februart 1, 2017, TRTA Gov will resolve all such Priority 1 or 2 (Critical or High) items on the System Acceptance List by February 1, 2017. In the event TRTA Gov fails to resolve all Priority 1 or Priority 2 (Critical or High) items on the System Acceptance List by February 1, 2017 and such failure is not caused by Customer or an Excusable Delay as set forth in Section 18.5 of the Master Agreement, then TRTA Gov will refund all monies paid by Customer to TRTA Gov under the Master Agreement up to that date and an additional three hundred thirty thousand dollars ($330,000.00), provided that the Customer agrees that resolution of any outstanding issue cannot occur within an acceptable time frame. The foregoing remedies set forth in this Section 9 are Customer's sole and exclusive remedies, and TRTA Gov's sole and exclusive liability, for the failure to resolve all Priority 1 or Priority 2 (Critical or High) items on the System Acceptance List by February 1, 2017 and in the event of such failure, the parties agree the Master Agreement shall terminate on February 1, 2017 with no further penalty or obligations for either party other than the sole and exclusive remedies set forth in this Section 9, unless both parties agree to an extension in writing prior to February 1, 2017 based upon the status of the remaining Priority 1 and 2 items. If the parties agree to such an extension and the remaining Priority 1 and 2 items are not resolved by the agreed extension date, then the Master Agreement shall terminate on the extension date with no further penalty or obligations for either party other than the sole and exclusive remedies set forth in this Section 9. Any mutually agreeable travel related expenses incurred by TRTA Gov at the time of termination would be due and payable by the Customer upon receipt of the associated invoice.

This change request is an addendum to Customer's existing Master Agreement No. CA2012.004 with TRTA Gov and is effective as of October ___, 2015 ("Effective Date").

The table on the next page redefines and replaces the payment Schedule listed on Page 29 of 31 in the Statement of Work, Exhibit B.

Except as modified herein, the terms and conditions of the Master Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Amendment as of the day and year written below.

Manatron, Inc.	Inyo County, California
By: _____	By: _____
Managing Director	County Executive
Name: _____	Name: _____
Date: _____	Date: _____

EXHIBIT 1

Product	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	Totals
Aumentum	$128,710.00	$128,710.00	$128,710.00	$ 64,763.00	$ 62,881.00	$ 60,906.00	$ 58,872.00	$ 56,777.00	$ 54,619.00	$ 52,396.00	$ 797,344.00
Support Credits*				$(25,869.43)	$ (25,869.43)	$(25,869.43)	$(25,869.43)	$(25,869.43)	$(25,869.43)	$(25,869.43)	$(181,086.01)
Add'l Credits**				$(30,000.00)	$ (30,000.00)						$ (60,000.00)
											$ -
eGovernment	$ 26,400.00	$ 13,595.00	$ 14,003.00								$ 53,998.00
Support Credits***			$ (40,798.00)								$ (40,798.00)
											$ -
Totals/Payments	$155,110.00	$142,305.00	$101,915.00	$ 8,893.57	$ 7,011.57	$ 35,036.57	$ 33,002.57	$ 30,907.57	$ 28,749.57	$ 26,526.57	$ 569,457.99

Future Maintenance & Support payments					Year #1 Commencing on Go-Live****	Year 2	Year 3	Year 4	Year 5	Year 6
Aumentum					$ 58,622.00	$ 60,345.00	$ 62,119.00	$ 63,947.00	$ 67,804.00	$ 69,838.00
eGovernment					$ 13,200.00	$ 13,595.00	$ 14,003.00	$ 14,423.00	$ 15,301.00	$ 15,760.00
Totals/Payments					$ 71,822.00	$ 73,940.00	$ 76,122.00	$ 78,370.00	$ 83,105.00	$ 85,598.00

*The following Support Credits listed herein individually represent the credit of ($181,086.00) that will be factored into the revised payments outlined above.
**The following credits listed herein pursuant to Contract Addendum 1.
***The following Support Credits listed herein represent the credit of ($40,798.00) previousl provided under Credit memon 9583.
****The amounts herein for Year one will be prorated to 1/12th of the amount listed for the number of months remaining in the calendar year beginning with the first month following the actual Go-Live date.

ATTACHMENT 1 - DELIVERABLE ACCEPTANCE STATEMENT (DAS)
GO-LIVE AUTHORIZATION

Purpose
The purpose of this acceptance form is for the Customer to authorize Go-Live, agree that TRTA Gov should proceed to create a transition-to-support plan for the week of Go-Live, and accept billing for this phase.

Acceptance Criteria
- TRTA Gov and the County have completed a production cutover plan which identifies resource needs and timeline expectations.
    - Any associated TRTA Gov travel and travel expenses have been authorized by both parties with at least 15 days advance notice booking.
    - Both TRTA Gov and Customer personnel are available for Go-Live work.
- Customer and TRTA Gov agree the system is ready for production.
- Customer has provided, at least 90 days prior to Go-Live, an updated list of any known software issues and severity rankings (Priority 1 & 2) that are required at Go-Live.
- All system training has been completed.
- TRTA Gov and Customer have mutually agreed upon:
    - Items required for Go-Live as detailed in Attachment A; (*attach detailed list to this DAS*)
    - The final list of items and delivery dates which will be used for Final Acceptance as detailed in Attachment B (*attach detailed list to this DAS*) (the project team will be responsible for the delivery of all Go-Live and Final Acceptance items);
    - The Go-Live and Final Acceptance lists will address all items ranked as Severity 1 or 2 (Critical or High) as defined by the Master Agreement terms;
    - All other project issues ranked as Severity 3 or 4 list will be transferred to Product Development for consideration in future maintenance releases (once released, those items will be documented in release notes).
- System Go-Live and Transition-to-Support is set for _____. (*insert date*)
- Any newly identified items from the point of transition date at Go-Live will be submitted to and resolved by the TRTA Gov Customer Operations (Support) team.
- Any change requests not identified in the attached lists will follow the Change Management Process and be implemented and billed separately.
- With this sign-off, it is expected that all project DAS milestone sign-offs are accepted as complete and billed as applicable, the exception being Final Acceptance.

The Customer response period for this DAS is five (5) business days. This timeframe supersedes other contractual references to response periods. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting of this milestone. Rejection of a milestone will result in immediate escalation and halt the project for further review.

Signatures
We, the undersigned, agree that this work is complete and that under the conditions of Statement of Work _____, Master Agreement _____, and Schedule _____, Customer will be billed $_____ upon signing this acceptance. It is agreed to proceed with Go-Live and transition support plans.

☐ Accepted ☐ Rejected

_____ County, _____	**TRTA Gov**
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

ATTACHMENT 2 - DELIVERABLE ACCEPTANCE STATEMENT (DAS)
FINAL ACCEPTANCE

Purpose

The purpose of this acceptance form is for the Customer to sign off on Final System Acceptance.

Acceptance Criteria

- The system is in a production environment
- Customer provides and TRTA Gov mutually agree on the Final Acceptance deliverables list. The Final Acceptance list must be agreed upon prior to Go-Live.
- TRTA Gov has delivered all Final Acceptance items attached to the Deliverable Acceptance Statement "Go-Live Authorization."
- Any change requests not identified in the attached lists will follow the Change Management Process and be implemented and billed separately.

This service was completed on: _____. (*insert date*)

The Customer response period for this DAS is 5 business days. This timeframe supersedes other contractual references to response periods. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting of this milestone. Rejection of a milestone will result in immediate escalation and halt the project for further review.

Signatures

We, the undersigned, agree that this work is complete and that under the conditions of Statement of Work _____, Master Agreement _____, and Schedule _____, Customer will be billed $_____ upon signing this acceptance. It is agreed that with this Final Acceptance, the project is complete.

☐ Accepted ☐ Rejected

_____ County, _____ **TRTA Gov**

Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only
AGENDA NUMBER
23

[] Consent [x] Departmental [] Correspondence Action [] Public Hearing

[] Scheduled Time for [] Closed Session [] Informational

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: October 13, 2016

Subject: Request to fill vacant APAR Shelter Assistant positions.

DEPARTMENTAL RECOMMENDATION:

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

1. The availiabillity of funding for the requested positions comes from the General fund, as certified by the Sheriff, and concurred by the County Administrator and the Auditor-Controller; and
2. Where internal candidates may meet the qualifications for the positions, and the positions could possibly be filled by an internal recruitment, but an open recruitment is more appropriate to ensure the positions are filled with the most qualified applicants; and
3. Approve the open recruitment and hiring of (2) two Shelter Assistant positions, Range 42PT ($12.26/hr-14.91/hr);

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Due to a recent promotion and a recently vacated position, we have 2 vacant part time Shelter Assistant positions at the Animal Shelter. This position is needed as there is very limited staff at the shelter. The Shelter Assistant position is a very valuable position to the operation of the shelter. The part time positions are used to help with the duties and needs at the shelter, which helps alleviate the occurrence of overtime, and alleviates the need for the patrol staff to cover the shelter, thus allowing them to serve public need.

ALTERNATIVES:

Not fill the position.

OTHER AGENCY INVOLVEMENT:

Personnel
Auditor's office

FINANCING:

These positions will be paid from the Animal Control budget 023900, and the positions are included in the Board approved 2015-2016 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: yes Date 9/29/2015
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: _____ Date 9/28/15

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 9/29/15

For Clerks Use Only

AGENDA NUMBER

24

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

[] Consent [X] Departmental [] Correspondence Action [] Public Hearing

[] Scheduled Time for [] Closed Session [] Informational

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: **October 6, 2015**

SUBJECT: Ratify Payment to Siemens Industry, Inc.

DEPARTMENTAL RECOMMENDATION:

A. Declare Siemens Industry, Inc. as sole source, and
B. Ratify payment to Siemens Industry, Inc. for Invoice #5443746554, dated 7/17/15 in the amount of $11,538.42 from Jail General Budget 022900, Object Code 5265 for emergency repair to the Jail Security System.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Back in June, 2015, due to a sewer leak, unrepairable damage occurred to one of the Jails control panels, which operated the security doors within the detention area. This was fixed by Siemens, who is our sole source provider. During this repair, it was discovered that additional damage occurred, and the jail was operating without lighting in the individual cells in E & F Pod. This greatly compromised staff's ability to effectively monitor inmates within their individual housing assignments. We also were without use of all crossover doors to each housing unit through the control panel in the tower. This affected staffs' ability to easily maneuver through the facility and conduct checks on inmates, as well as compromising fire evacuation. All of these circumstances caused great concern for the safety and security of staff, the inmates and the facility. The CAO authorized the emergency repair.

ALTERNATIVES:

Not ratify the payment.

OTHER AGENCY INVOLVEMENT:

CAO
Auditor's office

FINANCING:

This expense was paid from the Jail General budget 022900, Object Code 5265, Other Professional Services.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 9/18/2015
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: _____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 9/18/15

CAO/Budget Officer BUDGET RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.

09-09-2015

SIEMENS

Invoice

COPY

Cust PO No	Cust PO Date	Quotation No	Invoice No	Date
ATP - Sgt. Doug Richards 06/25/15			5443746554	07/17/2015
Sales Order No	**Sales Ord Date**	**Lock Box No**	**Customer No**	
3801080169	07/16/2015		30070106	Page 1 of 3

Bill To:	Sold To:	Ship To:
COUNTY OF INYO PO Box S INDEPENDENCE CA 93526	COUNTY OF INYO PO Box S INDEPENDENCE CA 93526	COUNTY OF INYO 168 N EDWARDS ST INDEPENDENCE CA 93526

Contact Person: Randy Geiger

Remit check payments to:	Remit Incoming Wires To:	Remit Incoming ACH's To:
SIEMENS INDUSTRY, INC. C/O Citibank (Bldg Tech) PO Box 2134 Carol Stream IL 60132-2134	Citibank New York 111 Wall St. New York, NY 10043 USA ABA# 021000089 SWIFT Code: CITIUS33 Account# 30824211 Credit Siemens Industry Inc - BT / 4433 Payment for Invoice # 5443746554 Email Detailed Remittance advice to bfgarwires.us.sbt@siemens.com	Citibank New York 111 Wall St. New York, NY 10043 USA ABA# 021000089 Account# 30824211 Credit Siemens Industry Inc - BT / 4433 Payment for Invoice # 5443746554 Email Detailed Remittance advice to bfgarwires.us.sbt@siemens.com

Delivery#: Ship Date:

INCO Terms: Prepaid and Add PLANT Carrier/Route: Best Way

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
	Service Order Number: 5002555884				
600	A7F55000007 UT Repair After Vandalism - Rev 1 ECCN: EAR99 Customer PO Item #: 000600	HR	1	11,538.42	11,538.42

Notes:
Issue:
FIS-INYO CO SHERIFF'S-UT REPAIR AFTER VA
VANDALISM. REVISIION 1 AFTER INITIAL REPAIRS
Resolution:
Delivery Mode:ONSITE

Checked in with staff
Powered down Node 6
Replaced the following items:
Qty. 4, 562-789, Simplex, Graphic I/O
Qty. 4, 562.858, Simplex, Mother Board Assy
Qty. 1, 565-407, Simplex, 4120/4100 Network Assy
Powered up panel.
Still had network restart issue. Replaced the master controller.
Still had network restart issue.
Replaced Reconditioned UT Universal Master Mother Board
Qty. 1, 565-279, Simplex, Master Universal Mother Board
All troubles cleared.
Tested all devices
Checked out with staff.
Final

SIEMENS

Invoice

COPY

Cust PO No	Cust PO Date	Quotation No	Invoice No	Date
ATP - Sgt. Doug Richards 06/25/15			5443746554	07/17/2015
Sales Order No	**Sales Ord Date**	**Lock Box No**	**Customer No**	
3801080169	07/16/2015		30070106	Page 2 of 3

Contact: Customer Service

Siemens Industry, Inc.
Fresno Sales Office
4273 West Richert Avenue, Suite 110
Fresno CA 93722
Phone: (559)276-2600
Fax: (559)275-6531

State Taxes 0.00

Total Wt.: 0 KG **Currency: USD** **Invoice Total:** 11,538.42

Siemens Industry, Inc.'S Dunn and Bradstreet number is 01-094-4650

We accept Visa, MasterCard, and American Express. Please contact your local office for details.

Payment Terms: Net Due 30 Days

Net Due By: 08/16/2015

"If this invoice, delivery note, or packing list represents an export transaction, then these commodities, technology or software (items) were exported from the United States in accordance with the Export Administration Regulations. In all cases, diversion contrary to U.S law is prohibited. These items are not to be used, directly or indirectly, in prohibited nuclear, chemical/biological or missile weapons activities. This is to certify that the information on this invoice, delivery note, ASN or packing list is true and correct and that the contents of this shipment are as stated thereon."

"We hereby certify that these goods were produced in compliance with all the applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14, thereof."

For shipment to California, "Displays exceeding 4" include the e-Waste recycle fee up to $10 per item.

 COPY

1. Applicable Terms. These terms govern the sale of Products by Siemens. Whether these terms are included in an offer or an acceptance by Siemens, such offer or acceptance is conditioned on Buyer's assent to these terms. Any additional, different or conflicting terms contained in Buyer's request for proposal, specifications, purchase order or any other written or oral communication from Buyer shall not be binding in any way on Siemens. Siemens failure to object to any such additional, different or conflicting terms shall not operate as a waiver of these terms.

2. Pricing & Payment. The prices shall be: (a.) as stated in Siemens. proposal, or if none are stated, (b.) Siemens' standard prices in effect at the time of release for shipment. In the event of a price increase or decrease, the price of Products on order shall be adjusted to reflect such increase or decrease. This does not apply to a shipment held by request of Buyer. Products already shipped are not subject to price increase or decrease. Discounts, if any, are as specified on the latest discount sheets issued from time to time. Cash discounts are not applicable to notes or trade acceptances, to prepaid transportation charges when added to Siemens' invoices or to discountable items if there are undisputed past due items on the account. Cash discounts shall only be allowed on that portion of the invoice paid within the normal discount period.

(a) Payment - Unless otherwise stated, all payments shall be net 30 days from invoice date payable in United States Dollars.

(b) Credit Approval - All orders are subject to credit approval by Siemens. The amount of credit or terms of payment may be changed or credit withdrawn by Siemens at any time for any reason without advance notice. Siemens may, in its discretion, withhold further manufacture or shipment; require immediate cash payments for past and future shipments; or require other security satisfactory to Siemens before further manufacture or shipment is made; and may, if shipment has been made, recover the Products from the carrier, pending receipt of such assurances.

(c) Installment Shipment - If these terms require or authorize delivery of Products in separate shipments to be separately accepted by Buyer, Buyer may only refuse such portion of such shipment that fails to comply with the requirements of these terms. Buyer may not refuse to receive any lot or portion of hereunder for failure of any other lot or portion of a lot to be delivered or to comply with these terms, unless such right of refusal is expressly provided for on the face hereof. Buyer shall pay for each lot in accordance with the terms hereof. Payment shall be made for the Products without regard to whether Buyer has made or may make any inspection of the Products. Products held for Buyer are at Buyer's sole risk and expense.

(d) Taxes, Shipping, Packing, Handling - Except to the extent expressly stated in these terms, Siemens. prices do not include any freight, storage, insurance, taxes, excises, fees, duties or other government charges related to the Product, and Buyer shall pay such amounts or reimburse Siemens for any amounts Siemens pays. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Siemens with a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising out of same. Siemens' prices include the costs of its standard domestic packing only. Any deviation from this standard packing (domestic or export), including U.S. Government sealed packing, shall result in extra charges. To determine such extra charges, consult Siemens' sales offices. Any and all increases, changes, adjustments or surchargos (including, without limitation, fuel surcharges) which may be in connection with the freight charges, rates or classification included as part of these terms, shall be for the Buyer.s account. Orders of less than $400 are subject to a $25 handling fee.

(e) Finance Charge - Buyer agrees to pay FINANCE CHARGES on the unpaid balance of all overdue invoices, less any applicable payments and credits, from the date each invoice is due and payable at an ANNUAL PERCENTAGE RATE of EIGHTEEN PERCENT (18%), or the highest applicable and lawful rate on such unpaid balance, whichever is lower.

(f) Disputed Invoice - In the event Buyer disputes any portion or all of an invoice, it shall notify Siemens in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice. The undisputed portion shall be paid when due, and FINANCE CHARGE on any unpaid portion shall accrue, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to Siemens.

(g) Collection . Upon Buyer.s default of these terms, Siemens may, in addition to any other rights or remedies at contract or law, subject to any cure right of Buyer, declare the entire balance of Buyer.s account immediately due and payable or foreclose any security interest in Products delivered. If any unpaid balance is referred for collection, Buyer agrees to pay Siemens, to the extent permitted by law, reasonable attorney fees in addition to all damages otherwise available, whether or not litigation is commenced or prosecuted to final judgment, plus any court costs or expenses incurred by Siemens, and any FINANCE CHARGES accrued on any unpaid balance owed by Buyer.

3. Delivery; Title; Risk of Loss. Product shall be delivered F.O.B. Siemens point of shipment with title to the Product and risk of loss or damage for the Product passing to Buyer at that point. Buyer shall be responsible for all transportation, insurance and related expenses including any associated taxes, duties or documentation. Siemens may make partial shipments. Shipping dates are approximate only and Siemens shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customers if Siemens fails to meet the specified delivery schedule. A 5% handling charge will be added to the price for all Product furnished from a local branch.

4. Deferment and Cancellation. Buyer shall have no deferment rights and Buyer shall be liable for cancellation charges, which shall include without limitation a) payment of the full product price for any finished Product or works in progress; b) payment for raw materials ordered pursuant to a firm purchase order; and c) such other direct costs incurred by Siemens as a result of such cancellation.

5. Force Majeure / Delays. If Siemens suffers delay in performance due to any cause beyond its reasonable control, including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, failure of normal sources of supply, or acts of government, the time of performance shall be extended a period of time equal to the period of the delay and its consequences. Siemens will give to Buyer notice within a reasonable time after Siemens becomes aware of any such delay

6. Buyer.s Requirements. Timely performance by Siemens is contingent upon Buyer.s supplying to Siemens all required technical information and data, including drawing approvals, and all required commercial documentation.

7. Limited Warranty. (a.) Limited Product Warranty Statements. For each Product purchased from Siemens or an authorized reseller, Siemens makes the following limited warranties: (i) the Product is free from defects in material and workmanship, (ii) the Product materially conforms to Siemens' specifications that are attached to, or expressly incorporated by reference into, these terms, and (iii) at the time of delivery, Siemens has title to the Product free and clear of liens and encumbrances (collectively, the "Limited Warranties"). Warranties with respect to software which may be furnished by Seller as part of the Product, if any, are expressly set forth elsewhere in these terms. The Limited Warranties set forth herein do not apply to any software furnished by Siemens. If software is furnished by Siemens, then the attached Software License/Warranty Addendum shall apply.

(b.) Conditions to the Limited Warranties. The Limited Warranties are conditioned on (i) Buyer storing, installing, operating and maintaining the Product in accordance with Siemens' instructions, (ii) no repairs, modifications or alterations being made to the Product other than by Siemens or its authorized representatives, (iii) using the Product within any conditions or in compliance with any parameters set forth in specifications that are attached to, or expressly incorporated by reference into, these terms, (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect in the Product, (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below, (vi) at Siemens' discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Siemens, at Buyer's expense, or Buyer granting Siemens access to the Products at all reasonable times and locations to assess the warranty claims, and (vii) Buyer not being in default of any payment obligation to Siemens under these terms.

(c.) Exclusions from Limited Warranty Coverage. The Limited Warranties specifically exclude any equipment comprising part of the Product that is not manufactured by Siemens or not bearing its nameplate. To the extent permitted, Siemens herby assigns any warranties made to Siemens for such equipment. Siemens shall have no liability to Buyer under any legal theory for such equipment or any related assignment of warranties. Additionally, any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Limited Warranties and is provided to Buyer .as is. with no warranties of any kind. Also excluded from the Limited Warranties are normal wear and tear items including any expendable items that comprise part of the Product, such as fuses and light bulbs and lamps.

(d.) Limited Warranty Period. Buyer shall have 12 months from initial operation of the Product or 18 months from shipment, whichever occurs first, to provide Siemens with prompt, written notice of any claims of breach of the Limited Warranties. Continued use or possession of the Product after expiration of the warranty period shall be conclusive evidence that the Limited Warranties have been fulfilled to the full satisfaction of Buyer, unless Buyer has previously provided Siemens with notice of a breach of the Limited Warranties.

(e.) Remedies for Breach of Limited Warranty. Buyer's sole and exclusive remedies for any breach of the Limited Warranties are limited to Siemens' choice of repair or replacement of the Product, or non-conforming parts thereof, or refund of all or part of the purchase price. The warranty on repaired or replaced parts of the Product shall be limited to the remainder of the original warranty period. Unless otherwise agreed to in writing by Siemens, (i) Buyer shall be responsible for any labor required to gain access to the Product so that Siemens can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Products. All exchanged Products replaced under this Limited Warranty will become the property of Siemens.

(f.) Transferability. The Limited Warranties shall be transferable during the warranty period to the initial end-user of the Product.

THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY SET FORTH IN SECTION 8 BELOW. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

8. LIMITATION OF LIABILITY. NEITHER SIEMENS, NOR ITS SUPPLIERS, SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE, SAVINGS OR PROFIT, OR FOR COSTS OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY BUYER FOR DAMAGES OF BUYER'S CUSTOMERS. SIEMENS. MAXIMUM LIABILITY UNDER THIS CONTRACT SHALL BE THE ACTUAL PURCHASE PRICE RECEIVED BY SIEMENS FOR THE PRODUCT AT ISSUE OR ONE MILLION DOLLARS, WHICHEVER IS LESS. BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS ARTICLE ARE SEPARATE AND INDEPENDENT FROM ANY REMEDIES WHICH BUYER MAY HAVE HEREUNDER AND SHALL BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SIEMENS HAS BEEN ADVISED BY THE BUYER OF THE POSSIBILITY OF SUCH DAMAGES.

9. Patent and Copyright Infringement. Siemens will, at its own expense, defend or at its option settle any suit or proceeding brought against Buyer in so far as it is based on an allegation that any Product (including parts thereof), or use thereof for its intended purpose, constitutes an infringement of any United States patent or copyright, if Siemens is promptly provided notice and given authority, information, and assistance in a timely manner for the defense of said suit or proceeding. Siemens will pay the damages and costs awarded in any suit or proceeding so defended. Siemens will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Siemens will, at its option and its own expense, either: (a) procure for Buyer the right to continue using said Product; (b) replace it with substantially equivalent non-infringing Product; or (c) modify the Product so it becomes non-infringing.

Siemens will have no duty or obligation to Buyer under this Article to the extent that the Product is (a) supplied according to Buyer's design or instructions wherein compliance therewith has caused Siemens to deviate from its normal course of performance, (b) modified by Buyer or its contractors after delivery, (c) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Buyer shall protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under the provisions of the Section above.

THIS ARTICLE IS AN EXCLUSIVE STATEMENT OF ALL THE DUTIES OF THE PARTIES RELATING TO PATENTS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY PATENT OR COPYRIGHT AND OF ALL THE REMEDIES OF BUYER RELATING TO ANY CLAIMS, SUITS, OR PROCEEDINGS INVOLVING PATENTS AND COPYRIGHTS.

10. Compliance with Laws. Buyer agrees to comply with all applicable laws and regulations relating to the purchase, resale, exportation, transfer, assignment, disposal or use of the goods.

11. Changes in Work. Siemens shall not implement any changes in the scope of work unless Buyer and Siemens agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. Any change to any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Siemens to an equitable adjustment in the prices and any time of performance.

12. Non-waiver of Default. Each shipment made hereunder shall be considered a separate transaction. In the event of any default by Buyer, Siemens may decline to make further shipments. If Siemens elects to continue to make shipments, Siemens. actions shall not constitute a waiver of any default by Buyer or in any way affect Siemens. legal remedies for any such default. Any waiver of Siemens to require strict compliance with the provisions of this contract shall be in writing and any failure of Siemens to require such strict compliance shall not be deemed a waiver of Siemens. right to insist upon strict compliance thereafter.

13. Final Written Agreement; Modification of Terms. These terms, together with any quotation, purchase order or acknowledgement issued or signed by Siemens, comprise the complete and exclusive agreement between the parties (the .Agreement.) and supersede any terms contained in Buyer.s documents, unless separately signed by Siemens. These terms may only be modified by a written instrument signed by authorized representatives of both parties.

14. Assignment. Neither party may assign the Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other; provided however that Siemens may assign its rights and obligations under these terms to its affiliates and Siemens may grant a security interest in the Agreement and/or assign proceeds of the Agreement without Buyer.s consent.

15. Applicable Law and Jurisdiction. These terms are governed and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BUYER WAIVES ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THESE TERMS.

16. Severability. If any provision of these terms is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

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:

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

☒ 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.

REFER TO SUMMARY DISCUSSION ON AGENDA REQUEST.

- 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. This was for an emergency repair. We currently have a maintenance contract through June 30, 2018 with Siemens for the maintenance of the Fire & Safety Equipment that was approved by the Board on May 12, 2015	
DEPARTMENT CONTACT PERSON & TITLE Janis L. Odum, Administrative Asst. to the Sheriff	
DEPARTMENT NAME Sheriff	PHONE Ext. 0322
REQUESTED SUPPLIER/CONSULTANT NAME Siemens Industry, Inc.	SUPPLIER CONTACT PERSON Joy Bolex
SUPPLIER ADDRESS 4273 West Richert Ave. suite 110 Fresno, CA 93722	SUPPLIER CONTACT'S PHONE NUMBER 559-276-2600 Ext. 6824

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.

Janis L Odum — *Signature of Requestor*

9/4/15 — *Date*

President/CEO Approval

Date

Account Director's Report with Encumbrances

Ledger: GL **As Of 9/16/2015**

Fiscal Year 2015

Object	Description	Budget	YTD Actual	Encumbranc	Balance	% Used

Type	Description	Date	Reference	S. Reference	Debit	Credit	Amoun	Enc. Typ
022900 - JAIL - GENERAL								
Expenditure								
5265	PROFESSIONAL & SPECIAL SERVI(	50,725.00	20,760.02	18,463.00	11,501.98	77 %		
OF	VALENTI, MARY CUST# II	09/02/2015	00328662	CO DBUR	400.00	0.00		
OF	EMPLOYEE RELATI Augus	09/09/2015	00328850		32.60	0.00		
OF	SIEMENS INDUSTR CUST#	09/09/2015	00328868	EMERGENCY	11,538.42	0.00		
OF	LABCORP ACCT# 8938458:	09/14/2015	00329031		43.00	0.00		
OF	RICHARDSON M.D. ACCT#	09/16/2015		BURTON, D	825.00	0.00		
Expenditure Total:		**50,725.00**	**20,760.02**	**18,463.00**	**11,501.98**	**77 %**		
Net for: JAIL - GENERAL		**(50,725.00)**	**(20,760.02)**	**18,463.00**	**(48,427.98)**	**4 %**		

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: HEALTH & HUMAN SERVICES – First 5 Inyo County

FOR THE BOARD MEETING OF:

SUBJECT: Northern Inyo Hospital Special Grant 2015-18 Approval

DEPARTMENTAL RECOMMENDATION:
Request Board ratify and approve the contract between the County of Inyo and Northern Inyo Hospital for Child Health services in an amount not to exceed $81,900 for the period of July 1, 2015 to June 30, 2018 --subject to continued grant funding, Board approval, and the adoption of County budgets in the respective years -- and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
The First 5 Inyo County Commission approved this 3-year grant not only because it encourages the development of a bevy of much needed services to pregnant moms and their children, but also because it aligns with prioritized goals in our updated Strategic Plan. In our countywide 2014 Needs Assessment parents of young children identified the development of pregnancy preparation and breastfeeding supports as a top need in Inyo County. Besides continuing the First 5/NIH collaborative NEST program – a service that includes prevention material intended to help parents understand the purple period of crying and to reduce child abuse; to reduce factors contributing to SIDS and promote sleep safe habits; and ultimately the support to encourage and sustain breastfeeding -- over the next 3 years NIH services will also expand to include birthing classes and a free weekly breastfeeding support group at the hospital.

The contract is appearing before the board now due to the time it took to present the contract to Northern Inyo Hospital's board for approval and signature in the regular course of their meetings.

ALTERNATIVES:
The Board could decide not to fund this grant approved by the Commission, which would mean that we would have to release another Request for Proposals and seek out

partners to help us meet our goals. Also, it might mean a continued lack of pregnancy and breastfeeding support in Inyo.

OTHER AGENCY INVOLVEMENT:
None

FINANCING:
100% State Funding. This contract will be budgeted in the First 5 Budget (643000) in Professional Services (5265). No County General Funds.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: ✓ Date: 09/11/15
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: yes Date: 9/17/2015
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: ✓ Date: 9/14/15

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

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND Northern Inyo Hospital

FOR THE PROVISION OF Childbirth Education and Breastfeeding Support SERVICES

TERM:

FROM: July 1, 2015 TO: June 30, 2018

SCOPE OF WORK:

The Contractor shall provide birthing classes, breastfeeding support groups, and related services as detailed in the accompanying Scope of Work attachment incorporated into this contract (pages 8, 9, 10 & 11 of the Northern Inyo Hospital's Early Child Health Proposal for 2015-18). Contractor shall complete the tasks listed in this plan no later than June 30, 2018, and shall provide requested fiscal reports and evaluation materials listed herein at quarterly intervals to the First 5 Inyo Commission.

All publicity materials for the public produced pursuant to this agreement shall be submitted to First 5 Inyo County for approval and shall include "Funded by First 5 Inyo County" and or the First 5 Inyo County logo. The Contractor shall also coordinate with First 5 Inyo to make sure free advertising venues such as community calendar announcements in local newspapers and radio stations are utilized to promote the regularly scheduled birth classes and breastfeeding support group meetings, and that flyers for related services are available to new and expectant parents in NEST or new parent kits.

The major services this contract addresses and the ways they are to be measured include:

1. Designation of a Maternal Family Educator and selection of 3 employees to be certified in childbirth education

   -total # of staff prepared to deliver childbirth support

2. Delivery of monthly birthing classes, hospital tours, and NEST appointments

   -total # of parents served in birthing classes and NEST (copies of attendance sheets)
   -total # of parents who received SIDS prevention and shaken-baby prevention resources
   -post-surveys that detail what clients learned and how their families benefited from these classes and resources

3. Delivery of a weekly breastfeeding support group

   -total # of parents served in breastfeeding support group (copies of attendance sheets)
   -number of parents who say this group helped prepare to breastfeed before birth
   -number of parents who say this group helped them continue to breastfeed after return to work
   -number of parents who say the support group helped them to breastfeed longer than without advice and encouragement
   -number of participants sharing local breastfeeding barriers for future amelioration

4. Progress toward Baby Friendly Hospital designation by 2018 will be measured by achievement of the following milestones:

   2015-16 staff training and continued data collection
   2016-17 maternity care quality improvement plan and BFH readiness interview
   2017-18 on-site assessment by BFH certification board and BFH designation awarded

Due to the current NEST program and its work on surveying mothers, the respondent rate numbers are readily available of those participating in the phone surveys. The NEST believes that by modifying its data collection techniques by moving to an anonymous, online survey will address the current barrier it is facing gathering data from delivering mothers. At each program evaluation point the number of survey respondents will be compared against the deliveries during that period.

Lastly, due to its participation in the mPINC survey and with the potential designation as a Baby Friendly Hospital, NIH will know that is has fulfilled the Surgeon General's Call to Action to Support Breastfeeding, succeeded in implementing the BFHI's 10 Steps Successful Breastfeeding, and is providing the gold standard in maternity care.

Scope of Work

Designate NIH staff eligible for grant funded Maternal Family Educator position	June 2015
Initiation of .3FTE position- Maternal Family Educator	July 2015
Selection of 3 employees to take childbirth education certification	July 2015
Move into Dissemination Phase of Baby Friendly Hospital Initiative (BFHI): ➢ Staff Training on implementing the 10 Steps to Successful Breastfeed ➢ Data Collection on current maternity care	July 2015
Marketing/promotion for Childbirth classes	July 2015 and ongoing through life of project
Participates in World Breastfeeding Month	August 2015
Development of Survey Monkey for data collection	August 2015
Working with partners on developing curriculum for child birth classes	August 2015
Initiation of Survey Monkey for data collection. Survey will be sent out monthly according to if it is the 1 month, 3 month, or 6 month follow-up. Review of data completed monthly.	September 2015
Initiation of Childbirth classes to be held monthly. Weeknight Sessions: Tues/Thurs for two consecutive weeks in the evening	September 2015
NIH staff enrolled in Childbirth Education Certification Program	September 2015

NORTHERN INYO HOSPITAL
People you know, caring for people you love.

Participation in quarterly First 5 Partner meeting where results and data will be shared	October 2015
Childbirth class – Weekend Sessions: Saturday for two consecutive weeks during the day	October 2015
Childbirth classes – Weeknight Sessions: Tues/Thurs for two consecutive weeks in the evening	November 2015
Childbirth class – Weekend Sessions: Saturday for two consecutive weeks during the day	December 2015
Initiation of breastfeeding support group will be available on a weekly basis at set days/times	January 2016
Prepare for staff training in BFHI	January 2016
Participation in quarterly First 5 Partner meeting where results and data will be shared	January 2016
Childbirth classes – Weeknight Sessions: Mon/Weds for two consecutive weeks in the evening	January 2016
California Breastfeeding Coalition Conference attendance- 2-3 attendees	February 2016
Childbirth class – Weekend Sessions: Saturday for two consecutive weeks during the day	February 2016
Program evaluation based on data analysis of previous six months	March 2016
Childbirth classes – Weeknight Sessions: Tues/Thurs for two consecutive weeks in the evening	March 2016
Participation in quarterly First 5 Partner meeting where results and data will be shared	April 2016
Childbirth class – Weekend Sessions: Saturday for two consecutive weeks during the day	April 2016
Childbirth classes – Weeknight Sessions: Mon/Weds for two consecutive weeks in the evening	May 2016
Childbirth class – Weekend Sessions: Saturday for two consecutive weeks during the day	June 2016
Enter into the Designation Phase of BFHI: ➢ Implementation of NIH's Quality Improvement on maternity care ➢ Conducting a readiness interview with BFHI assessors ➢ On-site assessment from BFHI assessors ➢ Baby-Friendly Designation	July 2016
Anticipated new Electronic Health Record for Perinatal	July 2016

to better track data collection	
Participation in quarterly First 5 Partner meeting where results and data will be shared	July 2016
Childbirth classes – Weeknight Sessions: Tues/Thurs for two consecutive weeks in the evening	July 2016
Childbirth class – Weekend Sessions: Saturday for two consecutive weeks during the day	August 2016
Program evaluation based on data analysis of previous six months	September 2016
Childbirth classes – Weeknight Sessions: Mon/Weds for two consecutive weeks in the evening	September 2016
Participation in quarterly First 5 Partner meeting where results and data will be shared	October 2016
Childbirth class – Weekend Sessions: Saturday for two consecutive weeks during the day	October 2016
Childbirth classes – Weeknight Sessions: Tues/Thurs for two consecutive weeks in the evening	November 2016
Childbirth class – Weekend Sessions: Saturday for two consecutive weeks during the day	December 2016
Participation in quarterly First 5 Partner meeting where results and data will be shared	January 2017
Childbirth classes – Weeknight Sessions: Mon/Weds for two consecutive weeks in the evening	January 2017
Childbirth class – Weekend Sessions: Saturday for two consecutive weeks during the day	February 2017
Program evaluation based on data analysis of previous six months	March 2017
Childbirth classes – Weeknight Sessions: Tues/Thurs for two consecutive weeks in the evening	March 2017
Participation in quarterly First 5 Partner meeting where results and data will be shared	April 2017
Childbirth class – Weekend Sessions: Saturday for two consecutive weeks during the day	April 2017
Childbirth classes – Weeknight Sessions: Mon/Weds for two consecutive weeks in the evening	May 2017
Childbirth class – Weekend Sessions: Saturday for two consecutive weeks during the day	June 2017
Anticipated BFHI Designation	July 2017
Participation in quarterly First 5 Partner meeting where	July 2017

results and data will be shared	
Childbirth classes – Weeknight Sessions: Tues/Thurs for two consecutive weeks in the evening	July 2017
Childbirth class – Weekend Sessions: Saturday for two consecutive weeks during the day	August 2017
Program evaluation based on data analysis of previous six months	September 2017
Childbirth classes – Weeknight Sessions: Mon/Weds for two consecutive weeks in the evening	September 2017
Participation in quarterly First 5 Partner meeting where results and data will be shared	October 2017
Childbirth class – Weekend Sessions: Saturday for two consecutive weeks during the day	October 2017
Childbirth classes – Weeknight Sessions: Tues/Thurs for two consecutive weeks in the evening	November 2017
Childbirth class – Weekend Sessions: Saturday for two consecutive weeks during the day	December 2017
Participation in quarterly First 5 Partner meeting where results and data will be shared	January 2018
Childbirth classes – Weeknight Sessions: Mon/Weds for two consecutive weeks in the evening	January 2018
Childbirth class – Weekend Sessions: Saturday for two consecutive weeks during the day	February 2018
Program evaluation based on data analysis of previous six months	March 2018
Childbirth classes – Weeknight Sessions: Tues/Thurs for two consecutive weeks in the evening	March 2018
Participation in quarterly First 5 Partner meeting where results and data will be shared	April 2018
Childbirth class – Weekend Sessions: Saturday for two consecutive weeks during the day	April 2018
Childbirth classes – Weeknight Sessions: Mon/Weds for two consecutive weeks in the evening	May 2018
Childbirth class – Weekend Sessions: Saturday for two consecutive weeks during the day	June 2018

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Northern Inyo Hospital
FOR THE PROVISION OF Childbirth Education and Breastfeeding Support SERVICES

TERM:

FROM: July 1, 2015 TO: June 30, 2018

SCHEDULE OF FEES:

For services satisfactorily rendered, and upon reciept of semester invoices, the County agrees to compensate the Contractor for expenditures incurred from July 1, 2015 to June 30, 2018 in an amount not to exceed $81,900.

Actual program and equipment costs are to be invoiced to First 5 Inyo County after service delivery on a semester basis on the last day of each month listed below, and indirect costs are not exceed 15% of the total contracted amount. Expenditures should not deviate from the proposed budget categories by more than $2,500 without the express written permission of the First 5 Inyo Commission.

Notwithstanding paragraph 3 E. Billing and Payment, semester invoices with attached expenditure sheets, fiscal receipts, and related evaluation materials should be received by First 5 Inyo no later than 15 days after the due dates listed below.

In the event that invoices or evaluation materials are not forthcoming in that time period, the Commission retains the right to withhold payment until satisfactory receipt and review of those materials has taken place. Habitual tardiness over 2 or more semesters in provision of such agreed invoices, fiscal documentation, or evaluation data is cause for the First 5 Inyo Commission to review this contract for reduction or cancelation.

Due Date	Late After
January 1, 2016	January 15, 2016
July 1, 2016	July 15, 2016
January 1, 2017	January 15, 2017
July 1, 2017	July 15, 2017
January 1, 2018	January 15, 2018
July 1, 2018	July 15, 2018

NIH 2015-16 Birth & Breastfeeding Grant

GENERAL	BUDGET	SEMESTER 1		SEMESTER 2		TOTALS
PERSONNEL	**13,000**	1 Quarter	2 Quarter	3 Quarter	4 Quarter	
50% of .3 FTE position	13,000					
EDUCATION	**11,500**					
Onsite BFHI staff training	6,000					
Online BFHI new staff trn	1,000					
Childbirth cert training	4,500					
SUPPLIES	**9,850**					
Birth Prep Supplies	2,250					
Prevention Kit Supplies	4,500					
Incentives for Surveys	600					
Lapsed order carryover	2,500					
TRAVEL	**0**					
MISCELLANEOUS	**1,000**					
Marketing/promotions	1,000					
TOTALS	**35,350**					

NIH 2016-17 Birth & Breastfeeding Grant

GENERAL	BUDGET	SEMESTER 1		SEMESTER 2		TOTALS
PERSONNEL	13,000	1 Quarter	2 Quarter	3 Quarter	4 Quarter	
50% of .3 FTE position	13,000					
EDUCATION	300					
Online BFHI staff training	300					
SUPPLIES	7,350					
Birth Prep Supplies	2,250					
Prevention Kit Supplies	4,500					
Incentives for Surveys	600					
TRAVEL	0					
MISCELLANEOUS	4,200					
Marketing/promotions	1,000					
BFH designation	3,200					
TOTALS	24,850					

NIH 2017-18 Birth & Breastfeeding Grant

GENERAL	BUDGET	SEMESTER 1		SEMESTER 2		TOTALS
PERSONNEL	**13,000**	1 Quarter	2 Quarter	3 Quarter	4 Quarter	
50% of .3 FTE position	13,000					
EDUCATION	**300**					
Online BFHI staff training	300					
SUPPLIES	**7,350**					
Birth Prep Supplies	2,250					
Prevention Kit Supplies	4,500					
Incentives for Surveys	600					
TRAVEL	**0**					
MISCELLANEOUS	**1,000**					
Marketing/promotions	1,000					
TOTALS	**21,650**					

For Clerk's Use Only:
AGENDA NUMBER

26

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: October 6, 2015

SUBJECT: Request to hire a Human Services Supervisor in the Adult and Children's Social Services Division.

DEPARTMENTAL RECOMMENDATION:

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

1) the availability of funding for this requested position exists, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
2) where internal candidates meet the qualifications for the position, the vacancies could possibly be filled through an internal recruitment, but an open recruitment through State Merit System would be more appropriate to ensure a sufficient number of qualified applicants apply; and
3) approve the hiring of one Health and Human Services Supervisor, Range 70 ($4,391 - $5,341).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Human Services Supervisor position in the Adult and Children's Social Services Division was recently vacated, as a result of an employee's retirement. The Human Services Supervisor is responsible for providing supervisory oversight to support staff in both the Children's Services and Aging Services programs and is responsible for acting as the lead Licensing Specialist for Foster Care and Family Day Care Licensing functions, which includes investigation and resolution of licensing complaints. This position also works in coordination with the Department's Management Analyst and is responsible for extracting data from the state automation systems in Child Welfare and Aging Services for client outcome and staff productivity analysis. The Human Services Supervisor oversees the support activities across the division including, but not limited to, entry of case notes and case management activities in the respective state automated case management systems; ensuring timely and accurate reporting to state departments; coordinating client transportation, visitation monitoring, and other case-related activities for both Child Protective Services and Adult Protective Services; providing back up support and assistance to the senior centers; and, providing technical support to staff in regards to the data management systems.

The Department is respectfully requesting your Board authorize the hiring of a full-time Human Services Supervisor in the Adult and Children Social Services Division.

ALTERNATIVES:

Your Board could choose not to fill the position, which would result in the HHS Deputy Director – Aging and Social Services assuming the licensing and supervision functions.

OTHER AGENCY INVOLVEMENT:

California Department of Social Services, Inyo County Superintendent of Schools- Child Care Services, and

California Department of Aging.

FINANCING:

Federal, State, 1991 Social Services Realignment, and 2011 Social Services Realignment. This position is budgeted in Social Services (055800) in the Salaries and Benefits object codes.

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: yes Date: 9/23/2015
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: 9/21/15 Date:

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Jean Turner Date: 9-24-15

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
27

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: October 6, 2015

SUBJECT: West Mojave Route Network Project (WMRNP)[1] Section 106 Programmatic Agreement.

DEPARTMENTAL RECOMMENDATION: Request your Board authorize the Chairperson to sign the WMRNP Section 106 Programmatic Agreement.

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

The WMRNP identifies an overall travel and transportation management strategy, implementation framework, and access network for public lands users in the West Mojave portion of the California Desert, identifies additional livestock grazing alternatives that may enhance long-term conservation goals identified in the 2006 West Mojave Plan and addresses inconsistencies in the language between the CDCA and the West Mojave Plan. Your Board submitted comments on the WMRNP on June 2, 2015.

Concurrent with the review of the WMRNP, Inyo County has been consulting with other stakeholder parties on BLM's Section 106 Process and the development of a Programmatic Agreement (PA). The PA for the WMRNP addresses the phased identification of historic properties in the WEMO area, what steps the BLM will take if there are adverse effects to historic properties, and how the BLM can minimize or mitigate the effects to historic properties.

Consulting parties, including the State Historic Preservation Office (SHPO), the Advisory Council of Historic Reservation (ACHP), 19 federally recognized tribes, five non-federally recognized tribes, 22 federal, state and local government agencies, and 18 organizations and interested individuals have been meeting to develop the PA for several months. Inyo County was invited to review and provide comment on the agreement throughout the process of drafting the agreement. The required PA signatories are the BLM, the SHPO and the ACHP. Signatories have the authority to execute, amend and terminate the agreement. Concurring parties may participate in the process but have no responsibilities under the agreement. Declining to sign the agreement will not prevent the implementation of the agreement.

The BLM State Director and the California State Historic Preservation Officer intend to sign the Agreement on September 30, 2015

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

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

ALTERNATIVES: The Board may choose to not sign the WMRNP Section 106 Agreement.

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

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

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

Date: 10/1/15

FINAL
PROGRAMMATIC AGREEMENT
AMONG
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE BUREAU OF LAND MANAGEMENT – CALIFORNIA,
AND
THE CALIFORNIA OFFICE OF HISTORIC PRESERVATION
REGARDING NATIONAL HISTORIC PRESERVATION ACT RESPONSIBILITIES
FOR
THE WEST MOJAVE PLAN ENVIRONMENTAL IMPACT STATEMENT AND
THE WEST MOJAVE ROUTE NETWORK PROJECT

WHEREAS, this programmatic agreement (Agreement) is developed under the authority of Section 106 of the National Historic Preservation Act, as amended (NHPA) found at 54 USC § 306108 (Section 106) and its implementing regulations found at Title 36 Part 800 of the Code of Federal Regulations (36 CFR Part 800); specifically 36 CFR 800.14(b) which provides the Bureau of Land Management (BLM) with the authority to negotiate this Agreement to govern the resolution of adverse effects from complex project situations or multiple undertakings and 36 CFR 800.4(b)(2) which provides for phased historic property identification and evaluation efforts through a programmatic agreement; and

WHEREAS, in 2006, the BLM California Desert District Office signed the Record of Decision for the West Mojave Plan Amendment (WEMO) as an amendment to the California Desert Conservation Area (CDCA) Plan, which included designating a network of routes of travel on 3.2 million acres of public lands in the Barstow, Ridgecrest, Needles, and Palm Springs Field Offices; and

WHEREAS, the objectives of the BLM's travel management plans are to provide sustainable travel and transportation systems that provide access to public lands for a range of uses which compliment specific management goals and objectives in compliance with applicable laws and regulations including: 43 CFR 8342; the BLM's MS-1626 Travel and Transportation Management Manual (1626 Manual); the Council on Environmental Quality's Procedures for Implementation of the National Environmental Policy Act at 36 CFR Part 805; and the Federal Land Policy and Management Act (FLPMA) at 43 CFR 1610; and

WHEREAS, in 2009, the United States District Court for the Northern District of California (Court) issued a decision in response to *CBD, et al. v. BLM, et al.*, 3:06-cv-04884-SI brought by eleven environmental organizations against the BLM and the U.S. Fish and Wildlife Service which remanded portions of the 2006 decision; and

WHEREAS, the BLM will amend and revise the WEMO Plan and, through development of specific implementation-level travel management plans, referred to as the WEMO Route Network Project (WMRNP), decide upon the management of approximately 15,000 miles of existing transportation related linear features outside of Off-Highway Vehicle (OHV) Open Areas and managed by the BLM, including the designation of transportation-related linear features as either Motorized, Non-Motorized, Non-Mechanized use or transportation linear

disturbances (collectively, "Routes"); the routine maintenance, restoration and rehabilitation of existing Routes; and the classification of Routes for competitive use ("C" Routes"); and

WHEREAS, the BLM has determined that their actions associated with revising and amending the WEMO Plan and implementing travel management plans constitutes an Undertaking as defined in 36 CFR 800.16(y); and

WHEREAS, pursuant to 36 CFR 800.14(b)(1)(i) and (ii), the effects on historic properties are likely to be similar and repetitive, cross multiple regions, and cannot be fully determined prior to the approval of the Undertaking, ordered by the Court on a particular timeline, the BLM seeks to phase final identification and evaluation of historic properties in accordance with 36 CFR 800.4(b)(2); and

WHEREAS, the BLM is the lead federal agency, responsible for ensuring that all stipulations of this Agreement are carried out and is a Signatory to this Agreement; and

WHEREAS, the California Office of Historic Preservation (SHPO) has historic property management responsibilities under Section 106, 36 CFR Part 800 and 36 CFR Part 61 to advise and assist the BLM in complying with its Section 106 responsibilities for proposed undertakings on public lands in California and is a Signatory to this Agreement; and

WHEREAS, pursuant to the *Programmatic Agreement Among the Bureau of Land Management, the Advisory Council on Historic Preservation, and the National Conference of State Historic Preservation Officers Regarding the Manner in Which the BLM will Meet Its Responsibilities under the National Historic Preservation Act* and 36 CFR 800.6(a)(1)(c), the BLM has notified the Advisory Council on Historic Preservation (ACHP) to the Undertaking's potential for adverse effects and of its intent to develop this Agreement and the ACHP has elected to participate by formal notification received June 24, 2014, and is a Signatory to this Agreement; and

WHEREAS, the BLM has consulted with the SHPO and the ACHP pursuant to 36 CFR 800.14(b)(3) and following the procedures outlined at 36 CFR 800.6, and is in the process of considering alternatives for the Undertaking that have the potential to adversely affect historic properties and may reach a decision regarding approval of the Undertaking before the effects on historic properties have been fully determined, the BLM chooses to continue its assessment of the Undertaking's potential adverse effects and to resolve any such effects through the implementation of this Agreement; and

WHEREAS, this Agreement does not negate or supersede any agreements governing the project area or vicinity between the BLM and Tribes or Tribal Organizations in effect at the time the Agreement is executed, nor does it negate or supersede any agreement documents executed for existing projects within the project area or vicinity between the BLM and the SHPO pursuant to 36 CFR Part 800. If any agreement between the BLM and Tribes, or Tribal Organizations or between the BLM and the SHPO in effect at the time the Agreement is executed is found to be in conflict with this Agreement, the respective signatories will confer to resolve the conflict per Stipulation IX (B): Dispute Resolution. If the resolution results in a proposed amendment to this

Agreement, the provisions under Stipulation X: Amendment and Termination of this Agreement will be followed; and

WHEREAS, pursuant to the special relationship between the federal government and Indian tribes, and Section 101(d)(6)(B) of the NHPA (54 USC § 302706(b)), 36 CFR 800.2(c)(2)(ii), the American Indian Religious Freedom Act (AIRFA), Executive Orders including but not limited to 13007, and 13175, and Section 3(c) of the Native American Graves Protection and Repatriation Act (NAGPRA), the BLM as the lead federal agency is responsible for government-to-government consultation with federally recognized Indian tribes; and

WHEREAS, the BLM has formally notified and invited federally recognized Indian tribes including the Agua Caliente Band of Cahuilla Indians; the Big Pine Paiute Tribe of the Owens Valley; the Bishop Paiute Tribe; the Chemehuevi Indian Tribe; the Colorado River Indian Tribes; the Fort Independence Band of Paiute Indians; the Fort Mojave Indian Tribe; the Lone Pine Paiute-Shoshone Tribe; the Morongo Band of Mission Indians; the San Manuel Band of Mission Indians; the Soboba Band of Luiseno Indians; the Timbisha Shoshone Tribe; the Twenty-Nine Palms Band of Mission Indians; and the Tejon Indian Tribe (Tribes); and non-federally recognized Indian tribes including the Tubatulabals of Kern Valley; the Monache Intertribal Council; the Kern River Paiute Council; and the Kern Valley Indian Community (Tribal Organizations), to consult and coordinate on the proposed Undertaking and its possible effects on historic properties throughout the WEMO planning area that may be of religious and cultural significance; and to sign this Agreement as Concurring Parties. The BLM has documented its effort to consult and coordinate with Tribes and Tribal Organizations and a summary is provided in Appendix B to this Agreement; and

WHEREAS, the following Tribes and Tribal Organizations participated in the development of this Agreement: the Big Pine Paiute Tribe of the Owens Valley; the Bishop Paiute Tribe; the Chemehuevi Indian Tribe; the Colorado River Indian Tribes; the Fort Independence Band of Paiute Indians; the Fort Mojave Indian Tribe; the Lone Pine Paiute-Shoshone Tribe; the Morongo Band of Mission Indians; the San Manuel Band of Mission Indians; the Soboba Band of Luiseno Indians; the Timbisha Shoshone Tribe; the Twenty-Nine Palms Band of Mission Indians; the Tejon Indian Tribe; and the Kern Valley Indian Community; and

WHEREAS, the BLM will continue to consult with Tribes and Tribal Organizations throughout the implementation of this Agreement regarding the phased identification and evaluation efforts and the resolution of adverse effects to historic properties to which Tribes and Tribal Organizations may attach religious and cultural significance. The BLM, as the lead federal agency, and the other Signatories to the Agreement recognize that Tribes and Tribal Organizations have continuing deep interests in their Ancestral Lands that are now owned and managed by the United States government. These interests may range far beyond historic properties as defined by 36 CFR 800.16(l)(1); the BLM commits to accord Tribal Officials the appropriate respect and dignity of the position as leaders of sovereign nations and will make every effort to understand and consider Tribal interests in these Lands. The BLM will carry out its responsibilities to consult and coordinate with Tribes and Tribal Organizations with the further understanding that, notwithstanding any decision by these Tribes and Tribal

Organizations to decline concurrence with this Agreement, the BLM shall continue to consult and coordinate with these Tribes and Tribal Organizations throughout the implementation of this Agreement; and

WHEREAS, the BLM has invited the following federal and state government agencies to participate in the development of this Agreement: Joshua Tree National Park; Death Valley National Park; Mojave National Preserve; Inyo National Forest; San Bernardino National Forest; Sequoia National Forest; US Naval Air Weapons Station, China Lake; US Air Force Base Edwards; US Marine Corps Air Ground Combat Center Twentynine Palms; US Army Garrison Fort Irwin; the United States Fish and Wildlife Service; California State Parks, Off-Highway Motor Vehicle Recreation Division; California Department of Fish and Wildlife; California State Lands Commission; and California Department of Transportation, District 6, District 7, District 8, and District 9; and has invited them to sign this Agreement as Concurring Parties; and

WHEREAS, the following government agencies participated in the development of this Agreement: Joshua Tree National Park; Death Valley National Park; Mojave National Preserve; Inyo National Forest; Sequoia National Forest; US Army Garrison Fort Irwin; the United States Fish and Wildlife Service; California State Parks, Off-Highway Motor Vehicle Recreation Division; California Department of Fish and Wildlife; California State Lands Commission; and California Department of Transportation; and

WHEREAS, the BLM has invited the following local governments to participate in the development of this Agreement: Inyo County; Kern County; Los Angeles County; San Bernardino County; and Riverside County, and has invited them to sign this Agreement as Concurring Parties; and

WHEREAS, the following local governments participated in the development of this Agreement: Inyo County and San Bernardino County; and

WHEREAS, the BLM has invited the following organizations and individuals to participate in the development of this Agreement: American Motorcycle Association; American Rock Art Research Association; California Off-Road Vehicle Association; Friends of El Mirage; Friends of Jawbone; Friends of Public Land Cabins; the Historical Society of the Upper Mojave Desert; Maturango Museum; Mojave Air Resources Board; Mojave River Museum; National Public Lands News; Off-Road Business Association; Old Spanish Trail Association; Searles Valley Historical Society; United 4 Wheel Drive Association; Western San Bernardino Landowners Association; and individuals with demonstrated interest in the Undertaking, Mr. Mark Algazy and Mr. Ed LaRue; and has invited them to sign this Agreement as Concurring Parties; and

WHEREAS, the following local organizations and individuals participated in the development of this Agreement: American Rock Art Research Association; California Off-Road Vehicle Association; Friends of El Mirage; Friends of Jawbone; Friends of Public Land Cabins; the Historical Society of the Upper Mojave Desert; Maturango Museum; National Public Lands News; Searles Valley Historical Society; Mr. Mark Algazy and Mr. Ed LaRue and

WHEREAS, for the purposes of this Agreement, "Consulting Parties" collectively refers to the Signatories and Concurring Parties, and shall include Tribes or Tribal Organizations regardless of their decision to sign this Agreement; and

NOW THEREFORE, the Signatories have determined that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties, resolve such adverse effects through the process set forth in this Agreement, and further agree that these stipulations shall govern the Undertaking and all of its parts until this Agreement, is modified, expires or is terminated.

DEFINITIONS

Terms used in this Agreement are defined in Appendix A and are consistent with the definitions found in 36 CFR 60.3; 36 CFR 800.16; BLM 8100 Manual Identifying and Evaluating Cultural Resources (8100 Manual); and the 1626 Manual. All other terms not defined have the same meanings as set forth in the above-mentioned resources.

STIPULATIONS

The BLM shall ensure that the following measures are carried out:

I. AREA OF POTENTIAL EFFECTS

A. The BLM in consultation with SHPO and the Consulting Parties has determined and documented the area of potential effects (APE) for the Undertaking, in accordance with 36 CFR 800.16 (d). The APE for the Undertaking is shown on Attachments 1 and 2 to this Agreement. The APE is influenced by the scale and nature of the Undertaking and is based on potential direct, indirect, and cumulative effects associated with route designation under 43 CFR 8342, routine maintenance, restoration and rehabilitation activities and classification of "C" Routes. The APE, as currently defined, encompasses an area sufficient to accommodate all of the proposed alternatives of the WMRNP and account for the direct and indirect effects of the 2006 WEMO Plan. The BLM utilized current cultural resource information in the development of the proposed alternatives for the WMRNP, based on the results of a review and update to the BLM cultural resource GIS records. The APE is determined as follows:

i. The direct APE for Routes proposed for designations will be 50 feet beyond any existing or allowable ground disturbance associated with the route. Designated off-route parking or camping areas will be within the direct APE.

ii. The indirect APE will vary based on the presence of cultural resources identified during previous record searches; topography; visibility of historic properties from a Route; the vulnerability of historic properties to atmospheric, visual or auditory effects and looting; the extent of Traditional Cultural Places (TCPs) or districts; or other factors identified during on-going consultation with the Consulting Parties.

iii. The indirect APE extends to the visual horizon, not to exceed one mile on either side of the direct APE of a Route, unless otherwise identified by a Consulting Party in consultation or as identified through additional analysis.

iv. Where the indirect APE includes TCPs, properties of religious and cultural significance, and other classes of historic properties to which setting, feeling, and/or association contribute to eligibility, additional analysis may be required and the indirect APE may be modified according to Stipulation I.C below.

B. In some cases, historic properties and properties of religious and cultural significance may extend well beyond the narrow APE of the Route. Such properties will be identified through consultation with the Consulting Parties with applicable knowledge.

C. The BLM may modify the APE, in consultation with the Consulting Parties, without amending the Agreement. If it is determined, in the future, that the Undertaking may directly or indirectly affect historic properties located outside the currently defined APE, the BLM, in consultation with the Consulting Parties, shall modify the APE using the following process:

i. Any Consulting Party may propose that the APE established herein be modified. The BLM shall notify all Consulting Parties of the proposal to modify the APE, including a map and description of the proposed modification. The BLM will consult for no more than 30 days in an effort to reach consensus on the proposed modification. The BLM will keep copies of the description and the map on file for its administrative record and report the modification of the APE as part of the annual reporting requirements of Stipulation IV.E and during regularly scheduled Consulting Party meetings.

ii. If the modification to the APE adds a new geographic area, the BLM will identify historic properties in the new APE area, assess the effects of the Undertaking on any historic properties in the new APE area, and consult to seek resolution of adverse effects to such properties in accordance with the process outlined in Stipulation IV of this Agreement.

iii. If the Consulting Parties cannot agree to a proposed modification of the APE, then the BLM will consider the concerns and will render a final decision.

II. TRIBAL CONSULTATION

A. The BLM is the lead federal agency responsible for consultation and coordination with Tribes and Tribal Organizations under this Agreement.

B. The BLM shall coordinate and consult on a government-to-government basis with designated Tribal representatives in the identification, evaluation, and treatment of resources to which the Tribes and Tribal Organizations may attach traditional religious and cultural significance [36 CFR 800.16(l)] and to determine whether they are historic

properties.

i. Tribes and Tribal Organizations may identify specific resources that meet the definitions of historic properties at 36 CFR 800.16(l) and 36 CFR 60.3 defined as districts, sites, buildings, structures, and objects through on-going consultation. Such resources may include but are not limited to:

   a. Prehistoric and historic sites and districts;

   b. Multicomponent and historic sites that are related to Native American history and /or contain Native American artifacts and/or features;

   c. Traditional Cultural Places;

   d. Isolated objects, materials or occurrences of religious and cultural significance.

ii. The BLM requests that any resources of traditional religious and cultural significance known to Tribes or Tribal Organizations that are located within the APE be identified by Tribes or Tribal Organizations in consultation.

iii. The BLM will endeavor to provide Route maps and Route-related GIS data that are easily understood by representatives in the consultation process.

C. Agency and Tribal Points of Contact

i. The BLM Point of Contact (POC) for official correspondence shall be the California Desert District Deputy District Manager for Resources, or designee.

ii. On behalf of each Tribe and Tribal Organization, the Tribal Chairperson shall be the official POC. A representative(s) in addition to the Tribal Chairperson may be designated in writing by the Tribal government to represent the Tribe or Tribal Organizations for the purposes of Section 106 consultation [36 CFR 800.2(C)(2)].

iii. Communication between the BLM and Tribes and Tribal Organizations will follow Stipulation III.A(ii).

D. The BLM will continue government-to-government consultation with Tribes and coordination with Tribal Organizations throughout the implementation of this Agreement, notwithstanding any decision by a Tribe or Tribal Organization to decline concurrence to this Agreement.

E. The BLM will invite and coordinate further Tribal participation in the BLM's Section 106 identification, evaluation, and treatment efforts.

III. PARTICIPATION OF CONSULTING PARTIES AND NOTIFICATION TO THE PUBLIC

A. Throughout the duration of the Agreement, the BLM will seek, discuss, and consider the views of the Consulting Parties and will, where feasible, seek agreement with them [36 CFR 800.16 (f)] when making decisions under the stipulations of this Agreement.

i. The Consulting Parties are responsible for providing updated contact information to the BLM.

ii. Unless otherwise agreed, Consulting Parties shall have 30 days to respond to a review of documents and deliverables associated with this Agreement, from receipt of a formal request for review. The BLM shall make reasonable attempts to contact Consulting Parties to confirm the participation of the Consulting Party in review. "Reasonable attempts" may include contacting the Tribal Chairperson, designated staff or representatives of the Consulting Parties by Certified Letter, email and/or follow-up telephone call. Where the period for review or comment has passed after such reasonable attempts, the BLM shall assume that the Consulting Party has elected not to comment. The BLM will proceed with the proposed course of action, after taking into consideration the comments from other Consulting Parties, and without that party's comments on the matter.

iii. The BLM will utilize BLM webpages and the public participation process described in NEPA to notify the Public regarding the activities carried out pursuant to this Agreement.

a. The BLM will post the final Agreement, including any amendments, and all annual reports associated with this Agreement to the BLM California State Office and WMRNP webpages. The BLM will notify Consulting Parties of such postings by the methods described in Stipulation III.A(ii).

b. The BLM will ensure that activities associated with the Agreement that require NEPA documentation are posted to the appropriate managing BLM Field Office webpage. At a minimum the pending Undertaking's NHPA Section 106 information will be updated when the NEPA review is initiated and again when it is completed.

c. The activity information will include a basic project location and description of either the proposed finding of effect, (i.e. no historic properties affected, no adverse effect to historic properties, or adverse effect to historic properties) or the proposed use of an exemption under the Agreement if that is the case.

IV. IDENTIFICATION, EVALUATION AND TREATMENT OF HISTORIC PROPERTIES

A. Identification of Historic Properties:

The BLM shall make a reasonable and good faith effort to identify cultural resources in the APE. The BLM will determine if any of the cultural resources identified within the APE, including resources with religious and cultural significance to a Tribe or Tribal Organization, meets one or more of the eligibility criteria for the National Register of Historic Places (National Register) specified in 36 CFR 60.4. Resources that meet one or more criteria shall be considered historic properties. The BLM will carry out identification efforts for this Undertaking in phases, which may be completed or undertaken concurrently. To the extent that the phases require formalized documentation of process or have a specific timeline for completion, the BLM will incorporate the tasks as part of the Historic Properties Management Plan (HPMP). The phases of the Agreement are described as follows:

i. Phase 1 – Literature Review – The BLM completed a records review and annotated bibliography of inventory related to Routes for the WEMO Plan Revision to assist in the development of NEPA alternatives. The BLM will conduct additional literature reviews in order to have current data in advance of subsequent cultural inventories and to ensure properly identified research themes for the development of the Evaluation Plan for Phase 6 of the Undertaking, and as described in Stipulation IV(vi)(f)(3). Additional literature reviews may include more extensive scholarly research to identify particular property types; such methods of identification may include but are not limited to ethnographic research; examination of old maps and surveyors' reports; oral histories; interviews with Tribal Elders; and examination of primary archival resources such as Mission Records and travelers' diaries.

a. In addition to inventory efforts of the direct APE as described in Stipulation IV.A (iv), below, the BLM will conduct a Class I records review for one mile beyond the direct APE to account for the indirect APE. The BLM will conduct a GIS based viewshed analysis to refine the indirect APE. Where the GIS based sensitivity model results (Stipulation IV(iii) below) and viewshed analysis results indicate high visibility and high sensitivity, the BLM will consult with Consulting Parties to develop additional identification efforts.

b. The Class I Survey will result in a landscape level report synthesizing the data of the planning area rather than Route specific analyses. The BLM will be responsible for this report. The BLM will update the literature reviews and report every five years during the life of this Agreement. The literature reviews and reports for the direct and indirect APE, and the products of any scholarly research with all confidential or sensitive information redacted pursuant to Stipulation IX.A below, will be provided for review to the Consulting Parties either prior to the Record of Decision, or on a schedule as determined through consultation pursuant to Stipulation IV.A(vi).

ii. Phase 2 – Seek additional information – Pursuant to 36 CFR 800.4(a)(3), the BLM will continue to gather information from the Consulting Parties, other individuals, and organizations likely to have knowledge of or concerns with historic properties in the planning area, and identify issues relating to the Undertaking's potential effects on

historic properties. This phase will be on-going throughout the life of the Agreement.

iii. Phase 3 – GIS-Based Sensitivity Model – The BLM has developed a GIS-based Cultural Resource Sensitivity Model (Model) using known cultural resource location data and environmental factors (e.g. slope, aspect, elevation, hydrology, flora, landforms, or other landscape attributes and natural features). The BLM will compare the results of the Model with the results of randomly selected cultural resource inventories of Routes conducted during 2014-2015 to test the validity and further refine the Model. The BLM will provide documentation of the Model development to the Consulting Parties for review within 90 days of execution of this Agreement. The Model documentation will be included in the HPMP. The Model will be dynamic, adaptive, and will be refined through further data acquisition and application of the Model, including inventory and consultation with Consulting Parties.

iv. Phase 4 – Develop Route Inventory Prioritization/Strategy – Where BLM determines that less than a Class III survey of the direct APE is appropriate, the BLM, in consultation with the Consulting Parties, will develop a strategy of inventory priorities based on the results of the GIS-Based Sensitivity Model and the Recreation Use-Levels of the planning area (Strategy). The BLM shall seek informally the views of the SHPO staff concerning the justification and Strategy for the reduced level of inventory. The SHPO may concur with the proposed approach or may request that the BLM employ a Class III inventory. The BLM will take any requests into account and proceed at their discretion.

Priority and strategies for inventory will vary depending on the quality of existing information; extent of potential change to the Route by motorized, mechanized, non-motorized or non-mechanized use; the expected density and nature of historic properties; and the potential direct, indirect, and cumulative effects of proposed designations. The Strategy will be adaptive and may be modified as new information and data are gathered through consultation, inventory, and coordination with BLM Recreation staff, for example, where changes in the network of Routes result in a shift, concentration, or expansion of travel onto other designated Routes where historic properties are likely to be adversely affected. The Strategy will be formalized as part of the HPMP.

v. Phase 5 – Class III Inventory of Routine Maintenance, Restoration and Rehabilitation Activities and Classification of "C" Routes – The BLM, acknowledging the compliance requirements of the Court, will continue Section 106 review and Class III inventory of implementation actions associated with routine maintenance, restoration and rehabilitation activities, and classification of competitive routes. These activities will be on-going throughout the life of the Agreement.

a. **Routine Maintenance, Restoration and Rehabilitation Activities:** Routine maintenance activities may include: maintaining Route surfaces with heavy equipment; installation of erosion control features; installation of fencing; barriers

and other traffic controls; and the removal of attractants and debris not older than 45 years. Restoration and rehabilitation activities may include: decompaction of Route tread; terracing, seeding and vertical mulching to obliterate Route tread; and installation of fencing, barriers and other traffic controls. For routine maintenance activities or restoration and rehabilitation activities that result in ground disturbance on Routes not previously subjected to Section 106 review, the BLM will conduct Class III inventory of the APE (proposed direct effects plus a 50 foot buffer surrounding the disturbance) prior to implementation of the proposed action. No additional identification efforts are required if the APE is entirely within areas that have been previously inventoried; and the BLM archaeologists from either the Barstow or Ridgecrest Field Office have determined that the previous identification efforts represent a reasonable and good faith effort and conform to the prevailing professional survey standards for the geographic region, provided that the regional standards meet or exceed the Secretary's Standards and Guidelines. When assessing and certifying the adequacy of previous inventory work (i.e., reports and documentation), BLM archaeologists shall consider the following measures, with additional review for inventories completed greater than 15 years ago:

1. when the inventory was done;
2. experience level and survey objectives of the person or persons who did the inventory;
3. whether there are any previously identified problems with similar inventories;
4. what parties were consulted and how;
5. whether methodology accounted for prehistoric resources, properties of traditional religious and cultural significance, and historic resources;
6. changes in environmental conditions (e.g., burn areas where the potential exists for new exposure of resources; erosion, landslides, flood events or other actions which may cause the exposure or natural destruction of sites);
7. and adequacy of previous documentation.

b. **Classification of "C" Routes:** For Routes not previously designated for competitive use nor subjected to Section 106 inventory, the BLM will conduct Class III inventory of the APE of the Route prior to opening those Routes for competitive use.

c. The determination and the justification for determining that a prior survey was adequate to identify historic properties shall be explained in the annual report to the Consulting Parties pursuant to Stipulation IV.E.(iv) and will be subject to Stipulation IX.B Dispute Resolution. The BLM may at any time invite the SHPO or Consulting Parties to comment on the adequacy of previous inventory.

vi. Phase 6 – Development of the Historic Properties Management Plan – The BLM, in consultation with the Consulting Parties, will develop a HPMP that will formalize the inventory strategy, evaluation plan and specific processes for the Undertaking.

a. The BLM will develop the HPMP subsequent to the issuance of the BLM NEPA Record of Decision and within one (1) year of execution of this Agreement, or other period as agreed to by the Signatories.

b. The HPMP may be completed in phases and by task, as directed by BLM. The HPMP will specify how each task will be carried out, when it will be completed for each segment of the Undertaking, and shall provide sufficient flexibility to allow the BLM to fulfill requirements of the Court. Cultural resource mitigation measures for the alternative chosen in the BLM Record of Decision will be incorporated into the HPMP.

c. In consultation with the Consulting Parties, components of the HPMP may be prepared and implemented in phases prior to the completion of the final HPMP and will be incorporated into the final HPMP as agreed. The BLM will submit the individual phased components of the HPMP as they are drafted to Consulting Parties for a 30-day review and comment period. The BLM will consider all comments and revise the individual components as appropriate. The BLM, within 30 days of close of the comment period, will provide the reviewing Consulting Parties with written documentation indicating whether and how the individual components have been modified. The BLM will submit the revised individual components of the HPMP to the SHPO for an additional 15-day review and concurrence.

d. The BLM will submit the draft final HPMP to all Consulting Parties for a 45-day review period. The BLM may schedule Consulting Party meetings to review the HPMP as appropriate. The BLM may assume the concurrence of Consulting Parties that do not submit comments within this timeframe. The BLM, within 30 days of the close of the comment period, will provide the Consulting Parties with written documentation indicating whether and how the draft HPMP has been modified in response to any timely comments received.

e. The BLM will submit the draft final HPMP to the SHPO for an additional 15-day review and concurrence. If the BLM and the SHPO cannot reach an agreement on the components of the HPMP or the draft Final of the HPMP during the review period, the review period may be extended an additional 30 days or until such time an agreement is reached. If the BLM and the SHPO are unable to reach consensus after the additional review period, resolution will follow Stipulation IX. B.

f. The HPMP may include but will not be limited to the following:

1. Formalized Route Inventory Prioritization Strategy developed in Stipulation IV.A (iv).

2. Development of a comprehensive list of exemptions, or activities associated with routine maintenance, restoration and rehabilitation activities that may be exempt from further Section 106 review under this Agreement. These activities are generally exempt, but may require a records check to determine whether the activity may affect a known historic property or unevaluated cultural resource. Such exemptions shall be documented in a memo to the BLM project files in order to demonstrate compliance with Section 106. The activities may include, but are not limited to:

   a) Debris removal and clean out of culverts and lead outs;

   b) Removal of brush and vegetation to reduce safety hazards or improve passage along a route where removal does not result in surface disturbance;

   c) Removal of trash, structures, and materials such as abandoned automobiles, fences, buildings, and scattered refuse that do not exceed 45 years of age;

   d) Installation/removal of carsonite signs or metal t-post bars for signs;

   e) Installation/removal of signs or kiosks where disturbance does not exceed two square meters of cumulative disturbance in any given one acre location;

   f) Placement of educational or informational signs on existing posts or kiosks;

   g) Seed scattering that does not include drilling or trenching;

   h) Raking, sweeping, or blowing away tracks when little or no vegetation trampling or soil compaction has occurred.

3. Development of an Evaluation Plan that identifies research questions that will form the basis of evaluation tailored to the type and age of historic properties present and which will be applied to the identification and evaluation of as-yet-unidentified potential historic properties. The Evaluation Plan will be regularly updated as more research and data for the region becomes available.

4. In accordance with Stipulation IV.A(i)(b), the BLM will establish the methods and basic research questions to direct the development of a historic context for prehistoric, contact-era and historic trail networks in the WEMO area. The final context document will be completed within 5 years of execution of the Agreement to allow for adequate scholarly research and consultation with Consulting Parties.

5. Development of a comprehensive list of Standard Protective Measures that can be applied to minimize and mitigate adverse effects to historic properties.

6. Development of a Condition Assessment Program that will be used to track the effectiveness of Standard Protective Measures applied during implementation of this Agreement and the conditions of historic properties listed or determined eligible for listing in the NRHP.

g. Upon final acceptance by the BLM in consultation with the SHPO, the HPMP will be appended to this Agreement as Appendix C and the final document provided to all Consulting Parties.

h. Modifications, additions, or deletions to the appendices made as a result of continuing consultation among the Consulting Parties only require written notification by BLM to the Consulting Parties prior to going into effect. The amendment process under Stipulation X is not applicable to such changes.

vii. Phase 7 – Development of Historic Property Treatment Plans – The BLM, in consultation with the Consulting Parties, may develop property-specific Historic Property Treatment Plans (HPTPs) if the BLM, in consultation with Consulting Parties, determines Standard Protective Measures developed as part of the HPMP and listed in Stipulation IV.D are not sufficient for the protection of a historic property. The process for developing, reviewing, and commenting on an HPTP will follow Stipulation IV. A(vi) (c) and (d) above.

a. Upon final acceptance by the BLM and the SHPO, any HPTP developed as part of this Agreement will be appended to this Agreement within Appendix D.

b. Modifications, additions, or deletions to the appendices made as a result of continuing consultation among the Consulting Parties only require written notification by the BLM to the Consulting Parties prior to going into effect. The amendment process under Stipulation X is not applicable to such changes.

viii. Any disputes that may arise between the BLM and another Consulting Party over the phased approach as outlined above shall be resolved in accordance with Stipulation IX.B below.

B. Evaluation of Historic Properties

For each property that is identified within the APE as affected by any activity described as part of Stipulation I.A, the BLM, in consultation with the Consulting Parties, will determine NRHP eligibility pursuant to 36 CFR 800.4(c)(1). These may include properties of religious and cultural significance to Tribes or Tribal Organizations

i. Where resources are identified but will be avoided or protected by implementing Standard Protective Measures, the BLM may treat such resources as eligible for inclusion in the National Register without formal evaluation.

ii. The BLM will make determinations of NRHP eligibility based on the Evaluation Plan developed as part of the HPMP.

iii. The BLM may make determinations of NRHP eligibility prior to completion of the Evaluation Plan. The BLM will apply the criteria for evaluation found in 36 CFR 60.4 and National Register Bulletin 15 to all cultural resources that may be affected, including TCPs and properties of religious and cultural significance. The BLM shall provide sufficient written context and justification to support each determination but it need not be a full-scale evaluation report.

iv. BLM also acknowledges that Tribes and Tribal Organizations possess special expertise in assessing the eligibility of historic properties that may have religious and cultural significance to Tribes and Tribal Organizations in accordance with 36 CFR 800.4(c)(1).

v. The BLM will distribute determinations of NRHP eligibility to Consulting Parties, with confidential or sensitive information redacted pursuant to Stipulation IX.A below, for review and comment following 36 CFR 800.4(c) for a 30 day review period. The BLM will distribute determinations, at a minimum, during any of the regularly scheduled consultation meetings pursuant to Stipulation IV.E, or as necessary based on activities pursuant to Stipulation IV.A.

a. The BLM will concurrently request SHPO review and concurrence on the agency proposed determinations of eligibility.

b. The BLM will forward to the SHPO all comments received during the 30 day review and comment period.

c. After the 30-day comment period, the SHPO will have 10 days to provide any comments on the determination or concur with the BLM's determination.

d. If the SHPO and BLM agree that the cultural resource is not eligible for listing in the NRHP, no further review or consideration under this Agreement will be required for such resources.

e. If the SHPO and BLM agree that the property is eligible, then effect determinations will be made in accordance with Stipulation IV.C.

f. If the SHPO and BLM do not agree on eligibility, the BLM will consult further with the SHPO. If agreement cannot be reached within 30 days, the BLM will obtain a determination of eligibility from the Keeper of the National Register (Keeper) pursuant to 36 CFR 800.4(c)(2) and 36 CFR Part 63. The Keeper's determination will be final.

g. Pursuant to 36 CFR 800.4(C)(2), if a Tribe or Tribal Organization that attaches religious and cultural significance to a property located off Tribal lands does not agree with the BLM determination of eligibility, the Tribe or Tribal Organization may ask the ACHP to request that the BLM obtain a determination of eligibility from the Keeper.

C. Assessment of Effects

The BLM will, in consultation with the Consulting Parties, make findings of effect consistent with 36 CFR 800.4(d) and identify any adverse effects to historic properties within the APE in accordance with the criteria established at 36 CFR 800.5(a)(1) and (2)(i)-(vii).

i. The BLM will provide to Consulting Parties the results of the findings, with confidential or sensitive information redacted pursuant to Stipulation IX.A below, concurrently with the distribution of inventory results and determinations of eligibility for a single 30-day review and comment period.

ii. The BLM will concurrently request SHPO review and concurrence on the agency proposed findings of effect. The BLM will follow the timelines for SHPO review of comments as described in Stipulation IV. B(v)(c) above.

iii. If the BLM determines the effect may be adverse, the BLM will make a reasonable and good faith effort to avoid or minimize adverse effects to the most reasonable and fitting extent. Avoidance of historic properties is the preferred method to address potential adverse effects and the BLM will seek avoidance to the maximum extent practicable.

iv. The BLM will consider the views of Consulting Parties in the resolution of adverse effects. If adverse effects cannot be avoided, the BLM, in consultation, will develop an HPTP in accordance with Stipulation IV.A(vii) above. These determinations will serve as the basis for the development of specific HPTPs, if Standard Protective Measures developed as part of the HPMP are not sufficient.

D. Standard Protective Measures

The BLM will further define Standard Protective Measures as a component of the HPMP, and may further refine measures for specific classes of impacts, in specific

environments, and for specific types of historic properties in the HPMP. For cultural resources assumed eligible and immediately threatened or adversely effected by Route use and associated activities, the following Standard Protective Measures may be applied unless or until site-specific measures are developed. The BLM will define any necessary site-specific treatment in separate HPTPs, if required. For historic properties that have been determined eligible for inclusion on the NRHP and which are determined to be adversely effected by activities associated with Routes, the BLM may require additional protective measures developed in consultation with Consulting Parties.

i. BLM's Standard Protective Measures can include, but are not limited to:

a. Redirecting Routes to avoid historic properties, where the modification does not result in impacts to additional resources.

b. Changing designations to uses that cause less impacts (e.g. Motorized to non-motorized, non-mechanized).

c. Closure and restoration of the route using standard methods developed by the Recreation Staff and approved by the Cultural Resources Staff.

d. Fencing or exclosure of a historic property, sufficient to ensure long-term protection, according to the following specifications:

1. The BLM will ensure construction of the exclosure is not a hazard to life and safety; and

2. The area within the exclosure must be inventoried to locate and record all historic properties; and

3. The exclosure fence must not divide a historic property so that a portion is outside of the fence; and

4. The BLM Cultural Resource Staff will determine the appropriate buffer to be included between the cultural resource and its exclosing fence.

e. Excluding areas with historic properties from Special Recreation Permitted events (e.g. race courses, organized group camping sites, filming locations).

f. Removal of unauthorized, man-made, non-contributing, or intrusive attractants to a historic property when such removal, in the judgment of the BLM Cultural Resource Staff, will create no disturbance to or have no effect on the property (e.g. removing fire rings, picnic tables, modern trash or structures determined not to be historic properties).

g. Other protective measures may be established in consultation with Consulting Parties, as appropriate.

ii. Standard Protective Measures that are implemented will be reported annually pursuant to Stipulation IV.E.

iii. The BLM will consult with Tribes and Tribal Organizations prior to the application of Standard Protective Measures that have the potential to limit access to resources of religious and cultural significance. Where these resources have been identified in consultation, the BLM will work with Tribes and Tribal Organizations to design appropriate protection that will not violate EO13007 and AIRFA.

E. On-Going Consultation Meetings and Annual Reporting

The BLM acknowledges the complexity and scale of the Undertaking and will continue to facilitate meaningful consultation throughout the life of this Agreement. The BLM will coordinate and facilitate Consulting Party meetings three times per year for the first three (3) years of this Agreement. The meeting purpose is to update the Consulting Parties on the progress of the Agreement implementation and to receive feedback and information from the Consulting Parties regarding significant issues or resources that may not be identified prior to the execution of this Agreement.

i. The BLM POC in Stipulation II.C is responsible for scheduling meetings. The BLM will provide telephone and web-based access to any in-person meetings when available.

ii. The BLM will generally schedule meetings for the months of January, May, and September each year.

iii. The schedule of three times yearly Consulting Party meetings will be reviewed in Year Three (3) of the Agreement.

iv. The BLM will report annually to the Consulting Parties a summary, in writing, of activities carried out under this Agreement during the previous fiscal year. The BLM will provide the report by November 30 of each year, coinciding with the BLM's regular reporting schedule to SHPO. The report will be the primary subject of the Consulting Party meeting in January.

a. Annual reports shall be programmatic summaries of data and significant findings and not compilations of the individual project reports prepared for each activity. At a minimum, the report will include:

1. Total acreage and total route mileage inventoried;

2. Total number of resources identified by type;

3. Total number of condition assessments carried out;

4. Descriptions, as appropriate, of historic properties recommended eligible for the NRHP;

5. Summaries of additional consultation efforts;

6. Summaries of unanticipated effects or post-review discoveries with appropriate considerations for confidentiality/sensitivity in accordance with Stipulation IX.A;

7. Number and types of applications of Standard Protective Measures;

8. Any treatment that exceeds the application of Standard Protective Measures; and

9. Total number of route miles affected by the application of Standard Protective Measures.

F. Final Documentation

In the final year of the Agreement, the BLM will produce a synthesis report of all findings and activities associated with this Undertaking and provide a copy of the document to the Consulting Parties.

V. TREATMENT OF HUMAN REMAINS

A. In the event of an inadvertent discovery of human remains, the BLM manager for the corresponding field office must be notified immediately by telephone and with written confirmation [43 CFR 10.4(a)]. No additional disturbance may take place and all work in the area must cease immediately within a 300-foot radius of the discovery. The 300-foot radius must be secured and all personnel and equipment will be excluded from this area to the extent practicable and permitted by law until a determination is made of the next action. All human remains, burial sites, and funerary objects will be treated with dignity and respect.

B. The BLM shall notify the County Coroner's Office of the county where the remains are located, requesting, if possible, the remains be examined in place. The Coroner has two working days to examine the remains after notification. The Coroner must determine if the remains are related to a crime scene or a recent burial. For human remains determined by the Coroner to be related to a crime scene or recent burial, the BLM will follow the protocols determined by the appropriate law enforcement agents for resolving such findings.

C. For inadvertent discoveries of human remains determined by the Coroner to not be related to a recent burial or crime scene, the BLM will be immediately notified of this determination. The BLM will be responsible for determining if the human remains are Native American. Inadvertent discoveries of human remains on federal lands determined to be Native American and any associated funerary objects shall be treated in accordance with the provisions of the Native American Graves Protection and Repatriation Act of 1990 (NAGPRA) and its implementing regulations at 43 CFR Part 10.

i. Pursuant to 43 CFR 10.4(d), the BLM, as soon as possible, but no later than 3 working days after receipt of written confirmation of notification of the inadvertent discovery, will:

a. Certify receipt of the notification [43 CFR 10.4(d)(1)(i)];

b. Take immediate steps to further secure and protect the human remains and associated objects [43 CFR 10.4(d)(1)(ii)];

c. Notify any lineal descendants or culturally affiliated Tribes by telephone with written confirmation [43 CFR 10.4(d)(1)(iii)];

d. Initiate consultation on the inadvertent discovery pursuant to 43 CFR 10.5 [43 CFR 10.4(d)(1)(iv)];

e. If any part of the discovery must be excavated or removed, follow the requirements and procedures outlined in 43 CFR 10.3(b) [43 CFR 10.4(d)(1)(v)]; and

f. Ensure that disposition of all inadvertently discovered human remains, funerary objects, sacred objects, or objects of cultural patrimony is carried out following 43 CFR 10.5 [43 CFR 10.4(d)(1)(vi)].

D. Once it has been determined the remains are not recent and subject to the authority of the County Coroner and are Native American, and if the identified human remains could be adversely affected by the proposed work, the BLM will re-design the proposed activity to the extent practicable and permitted by law to avoid any further adverse effect on the discovery.

E. Pursuant to 43 CFR 10.4(d)(2), the activity that resulted in the inadvertent discovery may resume 30 days after the BLM certifies receipt of the written confirmation of notification of inadvertent discovery, if the resumption of the activity is otherwise lawful. The activity may also resume, if otherwise lawful, at any time that a written, binding agreement is executed between the Federal agency and the affiliated Indian tribe(s) that adopt a plan for the treatment of the human remains, funerary objects, sacred objects, or objects of cultural patrimony following 43 CFR10.3 (b)(1).

F. The BLM will ensure that any archaeological excavation that is allowable under this Agreement through a specific Historic Property Management Plan will be consistent with the regulations pertaining to intentional archaeological excavations pursuant to 43 CFR 10.3.

VI. POST-REVIEW DISCOVERIES AND UNANTICIPATED EFFECTS

A. A post-review discovery is defined as the identification of previously unknown historic properties within the context of BLM activities other than those planned as archaeological excavations.

B. The BLM, in consultation with Consulting Parties, will develop a comprehensive plan to manage post-review discoveries and unanticipated effects as part of the HPMP.

C. In the event that any post-review discoveries or unanticipated effects occur prior to development of the HPMP, the BLM shall ensure the following measures are implemented.

i. The BLM or agents acting on behalf of the BLM for activities covered by the Agreement, will halt all surface disturbing activities within 100 feet of any post-review discovery, protect any exposed archaeological resources, and notify the appropriate archaeologist and the BLM field manager within 24 hours.

ii. The BLM will inspect the discovery within 48 hours and will apply the National Register criteria to determine if the discovery is eligible for listing in the National Register in accordance with Stipulation IV. B of this Agreement.

iii. The BLM shall notify the SHPO, the ACHP, and the Tribes or Tribal Organizations, as appropriate, within 48 hours of the discovery and shall provide formal notification of the BLM's assessment of National Register eligibility and proposed actions to resolve any adverse effects.

iv. The SHPO, Tribes or Tribal Organizations shall respond within 48 hours of the notification. The BLM shall take into account their recommendations regarding National Register eligibility and the proposed actions, and then carry out the appropriate actions. The BLM shall provide the Consulting Parties a report of the actions when they are completed.

iv. Should the discovered cultural resource be identified by a Tribe or Tribal Organization as a property of traditional cultural and religious significance, the BLM will consult with the appropriate Tribe or Tribal Organization regarding eligibility and treatment.

v. Post-review discoveries which are not being adversely affected by the activity and which can be avoided will be protected, monitored, and to the extent possible, avoided by future operations.

vi. Standard Protective Measures in accordance with Stipulation IV.D. will be applied as appropriate or specific treatment will be developed in consultation.

vii. The BLM field manager may allow for the resumption of work following completion of review and consultation.

VII. CURATION

The BLM will avoid historic properties to the extent possible during the implementation of activities associated with this Agreement. Any archaeological materials, with the exception of NAGPRA items, that are collected during any work undertaken pursuant to this Agreement or the Undertaking shall be curated in accordance with federal law and regulations, including 36 CFR Part 79, in repositories that meet federal standards and have no policies or conditions that violate federal laws or regulations.

VIII. PROFESSIONAL QUALIFICATIONS AND DOCUMENTATION STANDARDS

A. Professional Qualifications

All actions prescribed by this Agreement shall be carried out by or under the direct supervision of a person or persons meeting, at a minimum, the applicable professional qualification standards set forth in the Office of Personal Management professional qualifications for archaeology and historic preservation, or the Secretary of the Interior's Professional Qualifications Standards (PQS), as appropriate (48 Fed. Reg. 44739 dated September 29, 1983, and 36 CFR Part 61. The PQS are also available online at: http://www.nps.gov/history/local-law/arch_stnds_9.htm), and any regional experience or other requirements of a BLM-issued Cultural Resources Use Permit issued under the authority of Archaeological Resources Protection Act of 1979 (16 USC § 470aa-mm) and its regulations (43 CFR Part 7) and/or Antiquities Act of 1906 (P.L. 59-209; 34 Stat. 225, 16 USC § 431-433) and its regulations (43 CFR Part 3) and/or Federal Land Policy and Management Act of 1976 (FLPMA)(Public Law 94-570). However, nothing in this Stipulation may be interpreted to preclude any party qualified under the terms of this paragraph from using the services of persons who do not meet the PQS, so long as the work of such persons is directly supervised in the field and laboratory by someone who meets the PQS.

B. Documentation Standards

Reporting on and documenting the actions cited in this Agreement shall conform to every reasonable extent with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (48 Fed. Reg. 44716-40 dated September 29, 1983), as well as the BLM 8100 Manual; the Archaeological Resource Management Reports (ARMR): Recommended Contents and Format (ARMR Guidelines) for the Preparation and Review of Archaeological Reports; and any specific and applicable county or local requirements or report formats. This list represents the guidelines available during development of this Agreement. Should the guidelines be updated after the execution of this Agreement, the latest

versions will take precedent. In the event that any guidelines are modified in the future to conflict with this Agreement, the BLM shall notify all Consulting Parties and will consult to determine how this Agreement should be revised, if necessary, pursuant to Stipulation X. All records and all reports will be filed with the appropriate California Historic Resource Information Center. In areas of potential overlap with lands managed by other federal and state agencies (e.g. USDA Forest Service, National Park Service, Department of Defense installations, Tribal lands, California State Lands Commission, etc.), BLM will file GIS data and site forms with the appropriate agency in addition to the above mentioned Information Centers.

IX. ADMINISTRATIVE PROVISIONS

A. Confidentiality

i. All Consulting Parties to this Agreement will ensure protection of sensitive or confidential information by not distributing or providing it to any other party without the BLM's written consent. In deciding what is sensitive information, the BLM will comply with Section 9 of the Archaeological Resources Protection Act (ARPA) and Section 304 of the NHPA (54 USC § 307103). For the purposes of consultation under this Agreement, the Agency official may restrict certain information for the benefit of the resource.

ii. All Consulting Parties to the Agreement agree to not release or distribute any information on resources of traditional religious and cultural importance identified by Tribes and Tribal Organizations to the extent allowed by law.

iii. Information concerning the nature and location of any archaeological resource (historic or prehistoric), regardless of National Register eligibility, may be considered for release by BLM under the provision of Section 9 of the ARPA of 1979 as amended (16 USC § 470hh), provided the requesting Consulting Party has a demonstrated interest in the information being requested and will not release or distribute the information to any other party. Consideration may result in the sharing of summary reports that do not contain sensitive information. Prior to submitting complete reports or records, the BLM will require that a Data Sharing Agreement be completed and signed by the Consulting Party requesting data.

B. Dispute Resolution

i. If at any time during implementation of this Agreement, any Signatory objects to any action or failure to act pursuant to this Agreement, they may object in writing to the BLM. The BLM will immediately notify all Consulting Parties and consult with the other Signatories to resolve the objection. The other Consulting Parties may comment on the objection to the BLM.

a. The BLM shall consult with the Signatory to resolve the objection. If the BLM-California State Director, acting as the responsible federal agency official for this

Agreement, determines that the objection cannot be resolved within 30 days, the BLM will:

1. Forward all documentation relevant to the dispute, including BLM's proposed resolution, to the ACHP and request comment, with copies to the Consulting Parties. The ACHP shall provide the BLM with comments on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the BLM shall prepare a written response that takes into account any timely comments regarding the dispute from the Consulting Parties, and provide them with a copy of this written response. The BLM will then proceed according to its final decision.

2. If the ACHP does not provide its comments regarding the dispute within the 30 day period, the BLM may make a final decision on the dispute based on timely comments it has received from the Consulting Parties, notify those Parties, and proceed accordingly.

ii. At any time during implementation of the terms of this Agreement, should an objection pertaining to the Agreement be raised by a Concurring Party, the BLM shall immediately notify all Consulting Parties in writing, consult with the SHPO about the objection, and take the objection into account. The other Consulting Parties may comment on the objection to the BLM. The BLM shall consult with the objecting party/parties for no more than 30 days. Within 14 days following closure of consultation, the BLM will render a final decision regarding the objection and proceed accordingly after notifying all parties of its decision in writing. In reaching its final decision, the BLM will take into account all comments from the parties regarding the objection.

iii. The BLM's responsibility to carry out actions under this Agreement and the HPMP that are not subject to the specific dispute will be unaffected.

X. AMENDMENT AND TERMINATION OF THIS AGREEMENT

A. Any Signatory to this Agreement may request that it be amended, whereupon the BLM will consult with the Signatories to consider such amendment. All Consulting Parties will be provided a 30-day review and comment period for all proposed amendments to this Agreement. A resultant amendment will be effective on the date a copy is signed by all of the Signatories.

B. If any Signatory to this Agreement determines that the terms are not being or cannot be carried out, that Signatory shall immediately consult with the other Signatories to attempt to develop an amendment per Stipulation X.A. above. If within ninety (90) days an amendment cannot be developed or agreed upon, any Signatory may terminate the Agreement upon written notification to the other Signatories. The BLM will seek comments from the Consulting Parties on the proposed termination during the 90-day notice period.

C. Once the Agreement is terminated, and prior to work continuing on the Undertaking, the BLM must complete one of the following:

i. Execute a Memorandum of Agreement pursuant to 36 CFR 800.6 or Programmatic Agreement pursuant to 36 CFR 800.14(b), or

ii. Request, take into account, and respond to the comments of the ACHP pursuant to 36 CFR 800.7. The BLM shall notify the Consulting Parties to this Agreement as to the course of action it will pursue.

XI. ANTI-DEFICIENCY ACT

A. The BLM's obligations under this Agreement are subject to the availability of appropriated funds, and the stipulations of this Agreement are subject to the provisions of the Anti-Deficiency Act. The BLM shall make reasonable and good faith efforts to secure the necessary funds to implement this Agreement in its entirety.

B. If compliance with the Anti-Deficiency Act alters or impairs the BLM's ability to implement the stipulations of this Agreement, the BLM shall consult in accordance with the amendment and termination procedures found at Stipulations X of this Agreement.

XII. DURATION OF THE AGREEMENT

Following its execution, unless terminated pursuant to Stipulation X of this Agreement, this Agreement will terminate and have no further force or effect after the earlier of 20 years after its execution, or the day all the Signatories concur in writing that all stipulations of this Agreement have been satisfactorily fulfilled.

XIII. EFFECTIVE DATE

This Agreement will take effect on the date that it has been executed by the Signatories. The Agreement and any amendments thereto shall be executed in the following order: (1) BLM, (2) SHPO, (3) ACHP.

EXECUTION of this Agreement by the BLM, the SHPO, and the ACHP, and subsequent implementation of its terms, shall evidence that BLM has taken into account the effects of the Undertaking on historic properties for the Undertaking and that BLM has afforded the ACHP an opportunity to comment on the Undertaking and its effects on historic properties.

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SIGNATORY PARTY

Bureau of Land Management

James Kenna
State Director
Bureau of Land Management, California

Date

Julianne Polanco
State Historic Preservation Officer
California State Historic Preservation Office

Date

John M. Fowler
Executive Director
Advisory Council on Historic Preservation

Date

PARTIES INVITED TO CONCUR IN THE AGREEMENT

Federally Recognized Indian Tribes
Big Pine Paiute Tribe of the Owens Valley
Bishop Paiute Tribe
Chemehuevi Indian Tribe
Colorado River Indian Tribes
Fort Independence Band of Paiute Indians
Fort Mojave Indian Tribe
Lone Pine Paiute-Shoshone Tribe
Morongo Band of Mission Indians
San Manuel Band of Mission Indians
Soboba Band of Luiseno Indians
Timbisha Shoshone Tribe
Twenty-Nine Palms Band of Mission Indians
Tejon Indian Tribe

Non-Federally Recognized Indian Tribes
Kern Valley Indian Community
Kern River Paiute Council
Monache Intertribal Council
Tubatulabals of Kern Valley

Federal Agencies
Joshua Tree National Park
Death Valley National Park
Mojave National Preserve
Inyo National Forest
San Bernardino National Forest
Sequoia National Forest
US Naval Air Weapons Station, China Lake
US Air Force Base Edwards
US Marine Corps Air Ground Combat Center Twentynine Palms
US Army Garrison Fort Irwin
United States Fish and Wildlife Service

State and Local Government Agencies
California State Parks, Off-Highway Motor Vehicle Recreation Division
California Department of Fish and Wildlife
California State Lands Commission

California Department of Transportation
Inyo County
Kern County
Los Angeles County
San Bernardino County
Riverside County

Organizations and Individuals
American Motorcycle Association
American Rock Art Research Association
California Off-Road Vehicle Association
Friends of El Mirage
Friends of Jawbone
Friends of Public Land Cabins
Historical Society of the Upper Mojave Desert
Maturango Museum
Mojave River Museum
National Public Lands News
Off-Road Business Association
Old Spanish Trail Association
Searles Valley Historical Society
United 4 Wheel Drive Association
Western San Bernardino Landowners Association
Mr. Mark Algazy
Mr. Ed LaRue

APPENDIX A
DEFINITIONS AND ACRONYMS

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Appendix A: Definition of Terms

Definitions are excerpted from the following sources:
36 CFR 800. 16; 36 CFR 60.3; 43 CFR 10; Travel and Transportation Management – (Public) BLM Manual 1626 Rel. 1-1731 07/14/2011; the Foundations for Managing Cultural Resources – (Public) BLM Manual 8100 .

- A -

Access: The opportunity to approach, enter, or cross public lands.

Administrative Access: A term used to describe access for resource management and administrative purposes such as fire suppression, cadastral surveys, permit compliance, law enforcement and military in the performance of their official duty, or other access needed to administer BLM-managed lands or uses.

Adverse Effect: Alteration of the characteristics of a cultural property that may qualify it for the National Register, thereby reducing or eliminating the resource's use potential, diminishing its integrity, or disqualifying it from Register eligibility. Determination of adverse effect to cultural properties is guided by criteria in the Advisory Council on Historic Preservation's regulations, 36 CFR Part 800.

Agreement: Agreement refers to this Programmatic Agreement which has been developed to consider adverse effects to historic properties and phase identification and evaluation efforts for the West Mojave Plan Amendment (WEMO) and the WEMO Route Network Project (WMRNP).

All-Terrain Vehicle (ATV): A wheeled vehicle (other than a snowmobile) that is defined as having a wheelbase and chassis width of 50-inches or less, steered using handlebars, generally having a dry weight of 800- pounds or less, travels on three or more low-pressure tires, and has a seat designed to be straddled by the operator.

Annual report: A summary, in writing, submitted on an annual basis to Consulting Parties for review and comment. The report summarizes the activities of the Agreement per fiscal year. The final Annual Report is posted to the BLM webpage.

Assets: An engineering term used to describe building and non-building facility and transportation constructions which include roads, primitive roads, and trails that are included in the Facility Asset Management System (FAMS). Assets are maintained through the annual and deferred maintenance programs.

a. ***Road***: A linear route declared a road by the owner, managed for use by low-clearance vehicles having four or more wheels, and maintained for regular and continuous use.

b. ***Primitive Road***: A linear route managed for use by four-wheel drive or high-clearance vehicles. These routes do not customarily meet any BLM road design standards. Unless specifically prohibited, primitive roads can also include other uses such as hiking, biking,

and horseback riding.

c. ***Trail***: A linear route managed for human-powered, stock, or off-road vehicle forms of transportation or for historical or heritage values. Trails are not generally managed for use by four-wheel drive or high-clearance vehicles.

Associated Funerary Objects: Items, as part of the death rite or ceremony of a cultural group, reasonably believed to have been placed intentionally at the time of death or later with or near individual human remains.

Area of Potential Effect: The APE is defined as a total geographic area or areas within which the undertaking may directly or indirectly cause alterations in the character or use of historic properties per 36 CFR 800.16(d). The APE is influenced by the scale and nature of an undertaking and includes those areas which could be affected by an undertaking prior to, during, and after ground disturbing activities.

-B-

Building: A building is a structure created to shelter any form of human activity, such as a house, barn, church, hotel, or similar structure. Building may refer to a historically related complex such as a courthouse and jail or a house and barn [36 CFR 60.3(a)].

-C-

California Desert Conservation Area (CDCA): The CDCA is a 25-million acre expanse of land in southern California designated by Congress in 1976 through the Federal Land Policy and Management Act. About 10 million acres are administered by the U.S. Bureau of Land Management (BLM). The management and land-use objectives of the CDCA are guided by the CDCA Plan of 1980, as amended.

Class I – Existing Information Inventory: A professionally prepared study that includes a compilation and analysis of all reasonably available cultural resource data and literature, and a management-focused, interpretive and narrative overview, and synthesis of the data.

Class II – Probabilistic Field Survey: A statistically based sample survey, designed to aid in characterizing the probable density, diversity, and distribution of cultural properties in an area, to develop and test predictive models, and to answer certain kinds of research questions. Within individual sample units, survey aims, methods, and intensity are the same as those applied in Class III survey.

Class III – Intensive Field Survey: A professionally conducted, thorough pedestrian survey of an entire target area, intended to locate and record all historic properties.

Classification: The grouping of similar transportation features (e.g., roads, primitive roads, and trails) to be entered into the BLM FAMS database.

Concurring Parties: Collectively refers to parties (not Signatories or Invited Signatories) with a demonstrated interest in the undertaking, who agree, through their signatures, with the terms of this Agreement.

Condition Assessment: Routine monitoring of historic property conditions, documentation of observed changes caused by natural environmental or human impacts and periodic checks of the effectiveness of standard protective measures applied to a historic property.

Consulting Parties: Collectively refers to the Signatories and Concurring Parties, and includes Tribes and Tribal Organizations regardless of their decision to sign the Agreement.

Cultural landscape: As defined by the National Park Service, a cultural landscape is a geographic area (including both cultural and natural resources and the wildlife or domestic animals therein), associated with a historic event, activity, or person or exhibiting other cultural or aesthetic values. There are at least four general types of cultural landscapes, not mutually exclusive: historic sites, historic designed landscapes, historic vernacular landscapes, and ethnographic landscapes. Cultural landscapes may be evaluated as historic properties, and be eligible for the National Register of Historic Places (NPS Preservation Brief 36).

Cultural Resource: A cultural resource is an object or definite location of human activity, occupation, use, or significance identifiable through field inventory, historical documentation, or oral evidence. Cultural resources are prehistoric, historic, archaeological, or architectural sites, structures, buildings, places, or objects and locations of traditional cultural or religious importance to specified social and/or culture groups. Cultural resources include the entire spectrum of objects and places, from artifacts to cultural landscapes, without regard to eligibility for inclusion on the National Register of Historic Places (NRHP) or California Register of Historical Resources (CRHR).

-D-

Day: Day under this Agreement refers to calendar day.

Desert Wildlife Management Area (DWMA): Conservation areas that have been established to protect high quality habitat for the threatened desert tortoise and Mohave ground squirrel.

Designation: The formal selection of public land areas, roads, primitive roads, and trails where motorized vehicle use has been authorized, limited, or prohibited in accordance with 43 CFR 8342.2.

Determination of Eligibility: A determination of eligibility is a decision by the Department of the Interior that a district, site, building, structure or object meets the National Register criteria for evaluation although the property is not formally listed in the National Register. A determination of eligibility does not make the property eligible for such benefits as grants, loans, or tax incentives that have listing on the National Register as a prerequisite [36 CFR 60.3(c)].

District: A district is a geographically definable area, urban or rural, possessing a significant concentration, linkage, or continuity of sites, buildings, structures, or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history [36 CFR 60.3(d)].

-E-

Effect: An effect is any change in the characteristics that contribute to the use(s) determined appropriate for a cultural resource, or to the qualities that qualify a cultural property for the National Register. Determination of effect to cultural properties is guided by criteria in the regulations of the Advisory Council, 36 CFR Part 800.

Evaluation: The application of the National Register eligibility criteria, 36 CFR 60.4.

Evaluation Plan: A formal plan developed to assist the BLM in evaluating historic properties. The evaluation plan identifies research questions that will form the basis of evaluation tailored to the type and age of historic properties present and which can be applied to the identification and evaluation of as-yet unidentified historic properties including prehistoric and historic archaeological resources; prehistoric and historic trails; built environment resources; Traditional Cultural Properties; and other resources identified through consultation and identification efforts.

-G-

Ground Transportation Linear Feature (GTLF): A geospatial database of transportation (from motorized to foot) linear features as they exist on the ground. Features include all linear features not just what is in the BLM Transportation System.

-H-

Historic Context: "An organizing structure for interpreting history that groups information about historic properties that share a common theme, common geographical area, and a common time period. The development of historic contexts is a foundation for decisions about the planning, identification, evaluation, registration, and treatment of historic properties, based upon comparative historic significance." (quoted from National Register Bulletin No. 15, Glossary)

Historic Properties: Properties (cultural resources) that are included in, or eligible for inclusion in, the NRHP maintained by the Secretary of the Interior and per the NRHP eligibility criteria at 36 C.F.R.60.4. These may include any prehistoric or historic district, site, building, structure, traditional cultural property or object. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization that meet the NRHP criteria. The term "eligible for inclusion on the NRHP" refers both to properties formally determined as such in accordance with regulations of the Secretary of the Interior and all other properties that meet the NRHP criteria.

Historic Properties Management Plan: A plan for considering and managing effects on historic properties by the Undertaking. It establishes a decision-making process for considering potential effects on historic properties. The HPMP should consider and manage the effects on historic properties of actions taken to implement the Undertaking over the term of the Agreement. The HPMP identifies goals for the preservation of historic properties; establishes guidelines for inventory and evaluations; and establishes the processes for continued consultation, if necessary.

Historical Resources: The historic period is the time interval for which there are written records. In the Project area, this refers to the period after the entry of Europeans into the region.

Human Remains: The physical remains of a human body.

-I-

Identification: The general term for the component of BLM's cultural resource management program that includes locating, recording, and determining the legal, scientific, public, and conservation values of cultural resources, i.e. giving cultural resources a management identity.

Implementation Plan Decisions: Decisions that take action to implement Land Use Plan decisions; generally appealable to the Interior Board of Land Appeals (IBLA) under 43 CFR 4.410.

Implementation Plan: A site-specific plan written to implement decisions made in a Land Use Plan. An implementation plan usually selects and applies best management practices to meet land use planning objectives. Implementation plans are synonymous with activity plans. Examples of implementation plans include: interdisciplinary management plans, travel and transportation management plans, habitat management plans, recreation area management plans, and allotment management plans.

Inventory: a term used to refer to both a record of cultural resources known to occur within a defined geographic area, and the methods used in developing the record. Depending on intended applications for the data, inventories may be based on (a) compilation and synthesis of previously recorded cultural resource data from archival, library, and other indirect sources; (b) systematic examinations of the land surface and natural exposures of the subsurface (survey) for indications of past human activity as represented by artificial modifications of the land and/or the presence of artifacts; and (c) the use of interviews and related means of locating and describing previously unrecorded or incompletely documented cultural resources, including those that may not be identifiable through physical examination. (See Class I, Class III, and Class III inventory definitions above).

Invited Signatories: Invited Signatories are parties that have specific responsibilities as defined in this Agreement. Those Invited Signatories who sign this Agreement have the same rights with regard to seeking amendment or termination of this Agreement as the Signatory Parties, but whose signatures are not required for execution of the Agreement.

-K-

Keeper of the National Register of Historic Places: The Keeper is the individual who has been delegated the authority by NPS to list properties and determine their eligibility for the National Register. The Keeper may further delegate this authority as he or she deems appropriate.

-L-

Lands Administered by the U.S. Department of Interior, Bureau of Land Management (BLM): Any federal lands under the administrative authority of the BLM [36 CFR 60.3(f)]

Literature Review: A literature review is one component of a BLM Class I inventory, as defined in BLM Manual Guidance 8100.21(A)(1), and is a professionally prepared study that includes a compilation and analysis of all reasonably available cultural resource data and literature, and a management-focused, interpretive, narrative overview, and synthesis of the data. The overview may also define regional research questions and treatment options.

-M-

Mechanized Travel: Moving by means of mechanical devices, such as a bicycle; not powered by a motor.

Mitigation measures: Measures intended to lessen the severity of a potential adverse effect by application of appropriate protection measures, such as the recovery of archaeological data from sites, or other means.

Motorcycle: Motorized vehicles with two tires and with a seat designed to be straddled by the operator. A motorcycle is capable of either on- or off-highway use.

Motorized Travel: Moving by means of vehicles that are propelled by motors, such as cars, trucks, off-highway vehicles (OHV), motorcycles, snowmobiles, and boats.

Motorized Vehicles: Vehicles that are propelled by motors or engines, such as cars, trucks, off-highway vehicles, motorcycles, and snowmobiles.

-N-

National Programmatic Agreement: Agreement among the BLM, ACHP, and National Conference of State Historic Preservation Officers which defines how the BLM plans for and manages cultural resources under its jurisdiction in accordance with the spirit and intent of Section 106 of the NHPA, consistent with 36 CFR. § 800, and consistent with its other responsibilities for land-use planning and resource management under FLPMA, NEPA, other statutory authorities, and executive orders and policies.

National Register: The National Register of Historic Places, expanded and maintained by the Secretary of the Interior, as authorized by section 2(b) of the Historic Sites Act and section

101(a)(1)(A) of the National Historic Preservation Act. The National Register lists cultural properties found to qualify for inclusion because of their local, State, or national significance. Eligibility criteria and nomination procedures are found in 36 CFR Part 60. The Secretary's administrative responsibility for the National Register is delegated to the National Park Service.

Non-motorized Travel: Moving by foot, stock or pack animal, non-motorized boat, ski or mechanized vehicle such as a bicycle.

-O-

Object: An object is a material thing of functional, aesthetic, cultural, historical or scientific value that maybe, by nature or design, movable yet related to a specific setting or environment [36 CFR 60.3(j)].

Objects of Cultural Patrimony: An object having ongoing historical, traditional, or cultural importance central to the Native American group or culture itself, rather than property owned by an individual Native American, and which, therefore, cannot be alienated, appropriated, or conveyed by any individual regardless of whether or not the individual is a member of the Indian tribe or Native Hawaiian organization and such object shall have been considered inalienable by such Native American group at the time the object was separated from such group.

Off-Highway Vehicle (OHV): OHV is synonymous with off-road vehicles (ORV). ORV is defined in 43 CFR 8340.0-5 (a): Off-road vehicle means any motorized vehicle capable of, or designed for, travel on or immediately over land, water, or other natural terrain, excluding: 1) any non-amphibious registered motorboat; 2) any military, fire, emergency, or law enforcement vehicle while being used for emergency purposes; 3) any vehicle whose use is expressly authorized by the authorized officer, or otherwise officially approved; 4) vehicles in official use; and 5) any combat or combat support vehicle when used in times of national defense emergencies.‖

Official Use: Use by an employee, agent, or designated representative of the federal government or one of its contractors, in the course of his employment, agency, or representation.

OHV Area Designations: Used by federal agencies in the management of OHVs on public lands. Refers to the land use planning decisions that permit, establish conditions, or prohibit OHV activities on specific areas of public lands. All public lands are required to have OHV designations (43 CFR 8342.1). The CFR requires all BLM-managed public lands to be designated as open, limited, or closed to off-road vehicles, and provides guidelines for designation. The definitions of open, limited, and closed are provided in 43 CFR 8340.0-5 (f), (g), and (h), respectively.

a. ***Open.*** Motorized vehicle travel is permitted year-long anywhere within an area designated as open to OHV use. Open designations are used for intensive OHV use areas where there are no special restrictions or where there are no compelling resource protection needs, user conflicts, or public safety issues to warrant limiting cross-country travel (See 43 CFR 8340.0-5).

b. ***Limited.*** Motorized vehicle travel within specified areas and/or on designated routes, roads, vehicle ways, or trails is subject to restrictions. The —limited‖ designation is used where OHV use must be restricted to meet specific resource management objectives. Examples of limitations include number or type of vehicles; time or season of use; permitted or licensed use only; use limited to designated roads and trails; or other limitations if restrictions are necessary to meet resource management objectives, including certain competitive or intensive use areas that have special limitations (see 43 CFR 8340.0-5).

c. ***Closed.*** Motorized vehicle travel is prohibited in the area. Access by means other than motorized vehicle, such as mechanized or non-motorized use, is permitted. Areas are designated closed if closure to all vehicular use is necessary to protect resources, promote visitor safety, or reduce use conflicts (see 43 CFR 8340.0-5).

-P-

Plan Amendment: The process of considering or making changes in the terms, conditions, and decisions of approved plans. Usually only one or two issues are considered that involve only a portion of the planning area.

Prehistoric, Contact Era, and Historic Trails Networks: Trail networks that served as travel, trade, resource access, communication, social, and religious and ceremonial purposes for prehistoric and contact-era indigenous peoples of the western Mojave Desert. These resources are identified in consultation with Consulting Parties, and through literature reviews.

Primitive Road: A linear route managed for use by four-wheel drive or high-clearance vehicles. These routes do not customarily meet any BLM road design standards. Unless specifically prohibited, primitive roads can also include other uses, such as hiking, biking, and horseback riding.

Primitive Route: Any transportation linear feature located within a WSA or lands with wilderness characteristics designated for protection by a land use plan and not meeting the wilderness inventory road definition.

-R-

Records Search: A records search is the process of obtaining existing cultural resource data from published and unpublished documents, BLM cultural resource inventory records, institutional site files, state and national registers, interviews, and other information sources.

Road: A linear route declared a road by the owner, managed for use by low-clearance vehicles having four or more wheels, and maintained for regular and continuous use.

Road, Primitive Road, and Trail Identification: The on-the-ground process used to implement the road and trail network selected in the Land Use Plan or implementation plan. This includes

signs, maps, and other means of informing the public about requirements. Guidance on the identification requirements is in 43 CFR 8342.2 (c).

Road, Primitive Road, and Trail Selection: The process whereby the BLM chooses a network of roads, primitive roads, and trails that is available for motorized use and other access needs, including non-motorized and non-mechanized use consistent with the goals, objectives, and other considerations described in the Land Use Plan.

Routes: Multiple roads, trails and primitive roads; a group or set of roads, trails, and primitive roads that represents less than 100 percent of the BLM transportation system. Generically, components of the transportation system are described as routes.

Route Classification: The BLM's transportation system includes a broad range of routes or linear assets classified as roads, primitive roads, and trails within the BLM Facility Asset Management System (FAMS).

-S-

Sacred Objects: Specific ceremonial items determined through consultation with local Native American tribes to have been devoted to a traditional ceremony or ritual of the local tribes, and have religious significance or function in the continued observance or renewal of such ceremony or ritual. Pursuant to 43 CFR 10, "while many items, from ancient pottery to arrowheads, might be imbued with sacredness in the eyes of an individual, these regulations are specifically limited to objects that were devoted to a traditional Native American religious ceremony or ritual and which have religious significance or function in the continued observance or renewal of such ceremony."

Signatories: Signatories are parties that have the sole authority to execute, amend or terminate this Agreement. Signatories to this Agreement are the BLM, SHPO, and ACHP.

Site: A site is the location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined, or vanished, where the location itself maintains historical or archeological value regardless of the value of any existing structure [36 CFR 60.3(l)].

Structure: A structure is a work made up of interdependent and interrelated parts in a definite pattern of organization. Constructed by man, it is often an engineering project large in scale [36 CFR 60.3(p)].

-T-

Temporary Closure or Restriction: Temporarily limiting use or closing areas and trails on public lands to off-highway vehicle use under the authority of 43 CFR 8341.2 or 8364.1. Such limitations or closures are temporary in nature and therefore are not OHV designations.

Traditional Cultural Property/Place: A traditional cultural property is defined generally as a property that is important to a living group or community because of its association with cultural practices or beliefs that (a) are rooted in that community's history, and (b) are important in maintaining the continuing cultural identity of the community. It is a place, such as a traditional gathering area, prayer site, or sacred/ceremonial location that may figure in important community traditions. These places may or may not contain features, artifacts, or physical evidence, and are usually identified through consultation. A traditional cultural property may be eligible for inclusion in the NRHP and the CRHR.

Trail: A linear route managed for human-powered, stock, or off-road vehicle forms of transportation or for historical or heritage values. Trails are not generally managed for use by four-wheel drive or high-clearance vehicles.

Transportation Linear Disturbances: Human-made linear features that are not part of the BLM's transportation system. Linear disturbances may include engineered (planned) as well as unplanned single and two-track linear features that are not part of the BLM's transportation system.

Transportation Linear Features: Represent the broadest category of physical disturbance (planned and unplanned) on the BLM-managed lands. Transportation-related linear features include engineered roads and trails, as well as user-defined, non-engineered roads and trails, created as a result of the public use of the BLM-managed lands. Linear features may include roads and trails identified for closure or removal as well as those that make up the BLM's defined transportation system.

Transportation Network: The network of roads, primitive roads, and trails (motorized and non-motorized) that are selected (recognized, designated, or authorized) for use through the travel and transportation planning process.

Transportation System: Represents the sum of the BLM's recognized inventory of linear features (roads, primitive roads, and trails) formally recognized, designated, and approved as part of the BLM's transportation system.

Travel Management Area (TMA): The TMAs are polygons or delineated areas where travel management (either motorized or non-motorized) needs particular focus. These areas may be designated as open, closed, or limited to motorized use and will typically have an identified or designated network of roads, trails, ways, and other routes that provide for public access and travel across the planning area. All designated travel routes within TMAs should have a clearly identified need and purpose as well as clearly defined activity types, modes of travel, and seasons or times for allowable access or other limitations.

Travel Management Plan (TMP): The document that describes the decisions related to the selection and management of the Transportation Network. This document can be an appendix to a Resource Management Plan (RMP), incorporated in an activity implementation plan (such as a Recreation Implementation Plan), or a stand-alone document after development of the RMP.

Travel and Transportation Management (TTM): A comprehensive approach to on-the-ground management and administration of travel and transportation networks of roads, primitive roads and trails. TTM consists of implementation of travel and transportation planning decisions, route inventory and mapping, signing area and route designations, education and interpretation, law enforcement, easement acquisition, monitoring activities, and other measures necessary for providing access to and across public lands for a wide variety of uses (including recreational, traditional, authorized, commercial, educational, and for other travel and transportation purposes), as well as all forms of motorized and non-motorized access or use, such as foot, pack stock or animal-assisted travel, mountain bike, off-highway vehicle, and other forms of transportation.

Travel and Transportation Planning (TTP): A comprehensive, interdisciplinary approach to travel and transportation planning for a wide variety of uses (including uses for recreational, traditional, authorized, commercial, educational, and other purposes), as well as all forms of motorized and non-motorized access or use, such as foot, pack stock or animal-assisted travel, mountain bike, off-highway vehicle, and other forms of transportation.

Tribe: The federally recognized Indian tribes that the BLM is consulting with on this undertaking.

Tribal Organization: A non-federally recognized Indian tribe or Native American organization that the BLM is consulting with on this undertaking.

-U-

Unassociated Funerary Objects: Items, as part of the death rite or ceremony of a cultural group are reasonably believed to have been originally placed intentionally at the time of death or later with or near individual human remains, but were displaced thereafter. NAGPRA focuses on museum collections and not on items found in the field, but for the purposes of this project, they are defined as objects that been moved away from their original context by some form of post-depositional disturbance (e.g. ancient and ongoing rodent activity, natural erosion, modern construction activity, looting). They can sometimes be difficult to identify, but are typically found near known burials and would consist of artifacts commonly found in graves, but rarely found in deposits lacking graves.

Undertaking: Collectively refers to all projects, activities, or programs funded in whole or in part under the direct or indirect jurisdiction of the BLM, including those carried out by or on behalf of the federal agency; those carried out by federal financial assistance; and those requiring a federal permit, license, or approval.

Common Acronyms:

ACHP	Advisory Council on Historic Preservation
AIRFA	American Indian Religious Freedom Act
APE	Area of Potential Effects
ARPA	Archaeological Resources Protection Act
BLM	Bureau of Land Management
the Court	United States District Court for the Northern District of California
CDCA	California Desert Conservation Area
CDD	California Desert District
CFR	Code of Federal Regulations
CRHR	California Register of Historic Resources
CHRIS	California Historic Resources Information System
DOI	Department of the Interior
DPR	Department of Parks and Recreation
DWMA	Desert Wildlife Management Area
EIS	Environmental Impact Statement
ESA	Environmentally Sensitive Area
FAMS	Facility Asset Management System
FLPMA	Federal Land Policy and Management Act
FOIA	Freedom of Information Act
GIS	Geographic Information System
GPS	Global Positioning System
GTLF	Ground Transportation Linear Features
HPMP	Historic Properties Management Plan
HPTP	Historic Properties Treatment Plan
IM	Instruction Memorandum
LUP	Land Use Plan
MOA	Memorandum of Agreement
NAGPRA	Native American Graves Protection and Repatriation Act
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NRHP	National Register of Historic Places
OHP	Office of Historic Preservation
OHV	Off-Highway Vehicle
ORV	Off-Road Vehicle
PA	Programmatic Agreement
PQS	Professional Qualifications Standards
ROD	Record of Decision
ROW	Right-of-way
SHPO	State Historic Preservation Officer
SRMA	Special Recreation Management Area
SRP	Special Recreation Permit
TCP	Traditional Cultural Property
THPO	Tribal Historic Preservation Officer

TMA	Travel Management Area
TMP	Travel Management Plan
TTM	Travel and Transportation Management
TTP	Travel and Transportation Planning
USFWS	United States Fish and Wildlife Service
UTV	Utility Type (or Terrain) Vehicle
WEMO	West Mojave
WEMO Plan	2006 West Mojave Plan Amendment
WMRNP	West Mojave Route Network Project
WSA	Wilderness Study Area

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APPENDIX B
SUMMARY OF CONSULTATION

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Appendix B: Tribal Consultation Summary

The Bureau of Land Management (BLM) has formally invited the following federally recognized tribes and non-federally recognized tribes to consult and coordinate for the West Mojave Plan Environmental Impact Statement and the West Mojave Route Network Project provided in the Executive Memorandum of April 29, 1994, Executive Order 13175, and Sections 101 and 106 of the National Historic Preservation Act (NHPA):

Federally Recognized Tribes	Non-Federally Recognized Tribes
Agua Caliente Band of Cahuilla Indians	Kern Valley Indian Community
Big Pine Paiute Tribe of the Owens Valley	Kern River Paiute Council
Bishop Paiute Tribe	Monache Intertribal Council
Chemehuevi Reservation	Tubatulabals of Kern Valley
Colorado River Indian Tribes	
Fort Independence Band of Paiute Indians	
Fort Mojave Indian Tribe	
Lone Pine Paiute-Shoshone Tribe	
Morongo Band of Mission Indians	
San Manual Band of Mission Indians	
Soboba Band of Luiseno Indians	
Tejon Indian Tribe	
Timbisha Shoshone Tribe	
Twenty-Nine Palms Band of Mission Indians	

All of the federally recognized and non-federally recognized tribes were invited to be consulting parties as provided in 36 CFR. Part 800, the implementing regulations for Section 106 of the NHPA.

Consistent with policy, the BLM notified and formally requested consultation with Indian tribes at the earliest stages of the project planning and review by letter on November 17, 2011, and has formally reiterated requests to consult in all subsequent correspondence. The BLM formally notified Indian tribes of its intent to develop a Programmatic Agreement (Agreement) for the Project, and invited the tribes to participate by letter on December 19, 2014. The BLM Field Managers and staff have actively responded to all requests to meet with tribal leaders and staff throughout project review and have met at BLM and tribal offices. A summary of the major consultation milestones includes:

- November 17, 2011: the BLM notified and formally requested consultation with tribes at the earliest stages of the WEMO project planning and review.
- December 20, 2013: the BLM invited the tribes to attend a series of tribal workshops for the WEMO project.
- January 21, 2014: the BLM hosted a tribal workshop in the Ridgecrest Field Office, providing hard copies and discs of route maps, and a presentation of the Section 106 efforts to date.

- January 23, 2014: the BLM hosted a tribal workshop in the Bishop Field Office, providing hard copies and discs of route maps, and a presentation of the Section 106 efforts to date.
- January 28, 2014: the BLM hosted a tribal workshop in the Barstow Field Office, providing hard copies and discs of route maps, and a presentation of the Section 106 efforts to date.
- February 6, 2014: the BLM invited additional tribes to a "Meet and Greet" with the BLM at the Nuui Cunni Native American Inter-Tribal Cultural Center.
- March 10, 2014: the BLM hosted a "Meet and Greet" at the Nuui Cunni Native American Inter-Tribal Cultural Center in Lake Isabella, CA and provided discs and hard copies of project maps to attendees.
- December 18, 2014: the BLM invited the tribes to attend a Section 106 consulting party meeting regarding the development of an Agreement.
- January 13, 2015: the BLM hosted a Section 106 consulting party meeting regarding the development of an Agreement in the Barstow Field Office.
- January 14, 2015: the BLM hosted a Section 106 consulting party meeting regarding the development of an Agreement in the Ridgecrest Field Office.
- January 15, 2015: the BLM hosted a Section 106 consulting party meeting regarding the development of an Agreement in the Bishop Field Office.
- January 22, 2015: the BLM invited the tribes to attend a Section 106 consulting party meeting to work on the development of an Agreement.
- February 18, 2015: the BLM hosted a Section 106 consulting party meeting to begin drafting an Agreement in the Ridgecrest Field Office.
- February 19, 2015: the BLM transmitted by email to the tribes notes from the February Section 106 meeting and a digital version first working draft of the Agreement.
- February 25, 2015: the BLM transmitted by certified letter the February draft of the Section 106 Agreement and invited the tribes to attend a Section 106 consulting party meeting to continue drafting the Agreement.
- March 20, 2015: the BLM transmitted by email to the tribes the consolidated comments and edits to the first working draft of the Section 106 Agreement.
- March 24, 2015: the BLM hosted a Section 106 consulting party meeting to draft the Section 106 Agreement in the Barstow Field Office.
- March 26, 2015: the BLM transmitted by email to the tribes notes from the March Section 106 meeting and a digital version of the second working draft of the Agreement.
- April 1, 2015: the BLM transmitted by certified letter the March draft of the Section 106 Agreement and invited the tribes to attend a Section 106 consulting party meeting to continue drafting the Agreement.
- April 13, 2015: the BLM hosted a consulting party WebEx and teleconference to draft specific sections of the Section 106 Agreement

- April 30, 2015: the BLM transmitted by email to the tribes the consolidated comments and edits to the second working draft of the Section 106 Agreement.
- May 4, 2015: the BLM hosted a Section 106 consulting party meeting to draft the Section 106 Agreement in the Ridgecrest Field Office.
- May 7, 2015: the BLM transmitted by certified letter the May draft of the Section 106 Agreement and invited the tribes to attend a Section 106 consulting party meeting to continue drafting the Agreement.
- May 11, 2015: the BLM transmitted by email to the tribes notes from the May Section 106 meeting and a digital version of the third working draft of the Agreement.
- June 15, 2015: the BLM transmitted by email to the tribes the consolidated comments and edits to the third working draft of the Section 106 Agreement.
- June 17, 2015: the BLM hosted a Section 106 consulting party meeting to draft the Section 106 Agreement in the Barstow Field Office.
- June 22, 2015: the BLM transmitted by certified letter the final draft of the Section 106 Agreement and invited the tribes to attend a Section 106 consulting party meeting for the final Agreement.
- July 24, 2015: the BLM transmitted by email to the tribes the consolidated comments and edits to the final draft of the Section 106 Agreement.
- July 27, 2015: the BLM hosted a Section 106 consulting party meeting to review the Section 106 Agreement in the Ridgecrest Field Office.
- July 27, 2015: the BLM transmitted by email to the tribes the final draft of the Section 106 Agreement with updates from the Consulting Party meeting for an additional two-week review period.
- August 12, 2015: the BLM transmitted by email to the tribes the consolidated comments and updated final draft of the Section 106 Agreement
- August 13, 2015: the BLM hosted a Section 106 consulting party conference call and WebEx to review the changes to the final draft of the Section 106 Agreement.
- August 13, 2015: the BLM transmitted by email to the tribes the revised final draft of the Section 106 Agreement with updates from the meeting.
- August 14, 2015: the BLM transmitted by email the revised final draft of the Section 106 Agreement with all appendices and changes, with a final opportunity to identify concerns by August 21, 2015.

The primary issues of concern identified through consultation are focused on identification efforts in the planning area and adverse effects to historic properties, including archaeological properties, and properties with cultural or religious significance to tribes. Through consultation, the BLM found that the West Mojave Project will have an adverse effect to historic properties. The BLM, in consultation with all of the consulting parties, including Indian tribes, has developed an Agreement to phase identification efforts and resolve the adverse effects to historic properties.

ATTACHMENTS 1 and 2

WEST MOJAVE PLAN AREA MAPS

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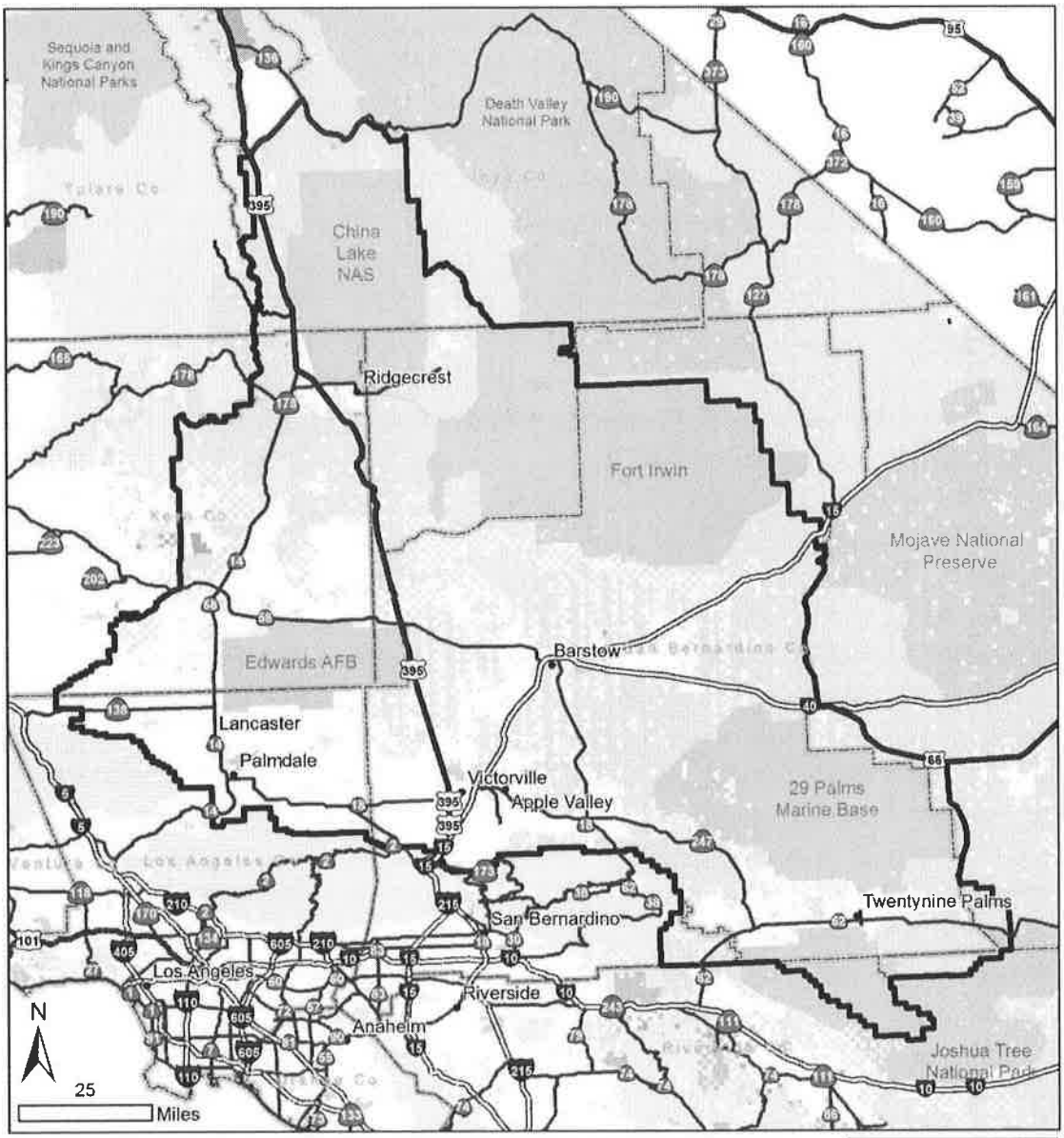

Figure 1. Western Mojave Land Use Planning Area General Location

Legend

- Western Mojave Land Use Planning Area Boudary
- Field Office Boundaries
- Counties

- Bureau of Land Management
- Forest Service
- National Park Service
- Fish and Wildlife Service
- Bureau of Reclamation
- Bureau of Indian Affairs
- Department of Defense
- Other Federal
- State
- Local Government
- Private

US Department of the Interior
BUREAU OF LAND MANAGEMENT
California Desert District
Moreno Valley, California
(909) 697-5200
www.ca.blm.gov/cdd

Location in California

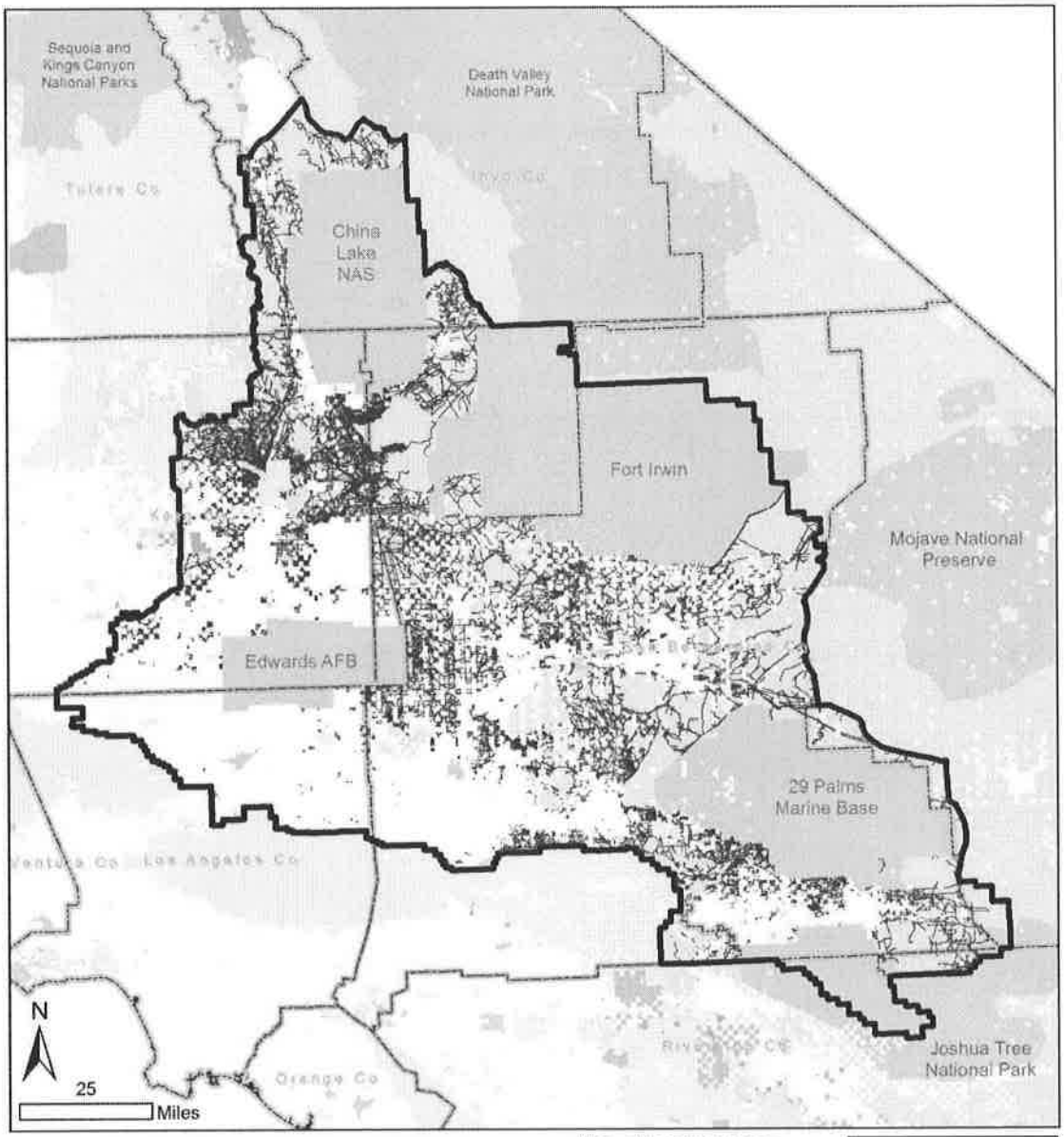

Figure 2. Route Network in the Western Mojave Land Use Planning Area

Legend

- Route Network
- Western Mojave Land Use Planning Area Boudary
- Field Office Boundaries
- Counties

Bureau of Land Management
Forest Service
National Park Service
Fish and Wildlife Service
Bureau of Reclamation
Bureau of Indian Affairs
Department of Defense
Other Federal
State
Local Government
Private

US Department of the Interior
BUREAU OF LAND MANAGEMENT
California Desert District
Moreno Valley, California
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www.ca.blm.gov/cdd

Location in California

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: Planning Department

FOR THE BOARD MEETING OF: October 6, 2015

SUBJECT: Munro Valley Solar, LLC escrow agreement for the deposit and deposition of the $160,500 guarantee for reclamation of the Munro Valley Solar Project.

DEPARTMENTAL RECOMMENDATION: Request the Board approve the escrow agreement for the deposit and deposition of the $160,500 guarantee for reclamation of the Munro Valley Solar Project, authorize the County Administrator or the Planning Director to execute the agreement, contingent on obtaining appropriate signatures from Munro Valley Solar, LLC and The First National Bank of Northfield, and furnish a signed copy to the Clerk of the Board for the Board's files.

SUMMARY DISCUSSION: On September 4th, 2015, the Board of Supervisors executed the Renewable Energy Permit for Munro Valley Solar, LLC for its solar photovoltaic generation facility in Olancha. The Renewable Energy Permit specifies in Section 10-Decommissioning Plan (c) that the Developer shall establish a third party escrow account in a bank acceptable to the County, with both the instructions to the escrow holder and the terms of the escrow agreement to be agreeable to both the County and to Munro Valley Solar. The initial amount required to be deposited into the escrow account is $160,500.00. Until the instructions and terms of the escrow agreement have been agreed upon both parties, and the initial amount has been deposited into the escrow account by the Developer, the County is under no obligation to issue a grading permit or building permit for the Project.

The Renewable Energy Permit also requires the Developer to provide an updated estimate of the costs of fully implementing the Decommissioning Plan to the Inyo County Planning Commission every five years, at which time the Planning Commission will have the authority to increase or decrease the amount of funds in the escrow account accordingly. Further, the Renewable Energy Permit requires the Developer to agree to allow for the County to use the funding in the escrow account to fully satisfy the requirements of the Decommissioning Plan for the project if the Developer has failed to fully satisfy its obligations.

The terms and instructions in the attached escrow agreement between among Ecos Energy, LLC, Inyo County, and The First National Bank of Northfield (Minnesota) meet the requirements set forth in the Renewable Energy Permit as described above. Staff requests your Board approve the escrow agreement for the deposit and deposition of the $160,500 guarantee for reclamation of the Munro Valley Solar Project, and authorize the County Administrator or the Planning Director to execute the agreement, contingent on obtaining appropriate signatures from Munro Valley Solar, LLC and The First National Bank of Northfield.

ALTERNATIVES: The Board could not approve the escrow agreement for Munro Valley Solar. This is not recommended because the escrow agreement meets the conditions placed on the project by Inyo County and is a requirement for the project to obtain a building permit. The Board could also modify the escrow agreement.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: ✓ Date 09/30/15
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 10/1/15
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 10/1/15

Attachments:

1) Escrow Agreement for the deposit of the guarantee for reclamation of the Munro Valley Solar Project.

ESCROW AGREEMENT

This Escrow Agreement ("Agreement") is entered into and effective this __ day of _____, 2015 by and among **Ecos Energy, LLC** ("Ecos"), **Inyo County, State of California** ("County") and **The First National Bank of Northfield** ("Escrow Agent").

RECITALS

WHEREAS, County has requested that Ecos establish and deliver funds (the "Escrow Funds") into an escrow account with Escrow Agent to meet its obligations to decommission a certain solar project constructed by Ecos and located in Inyo County. County, Ecos and Escrow Agent agree to enter into this Agreement to define the terms of that account;

WHEREAS, every five years following the establishment and initial funding of the escrow account, Ecos shall provide to the County Planning Commission an estimate of the costs of fully implementing the plan to decommission the solar project. Following review of the estimate, the Planning Commission may increase or decrease the amount of funds in the escrow account. If the Planning Commission determines that the amount in the escrow account should be increased, Ecos shall deposit the additional amount within 30 days of written receipt of notice from the Planning Commission. If the Planning Commission determines that the amount in the escrow account should be decreased, within 30 days of making such a determination, the Planning Commission shall inform the escrow holder to release the appropriate amount of funds to Ecos.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Appointment of Escrow Agent. On the terms, and subject to the conditions, set forth in this Agreement, Ecos and County hereby appoint Escrow Agent as their agent and custodian to hold, invest and distribute the Escrow Funds and all interest and investment earnings thereon (the "Escrow Interest") in accordance with this Agreement. To the extent any Escrow Interest accrues during the term of this Agreement, such Escrow Interest shall be added to but shall not be included as part of the principal amount of the Escrow Funds except as set forth in Section 5.

2. Delivery of Funds to Escrow Agent. Upon execution of this Agreement, Ecos shall deposit with Escrow Agent an amount equal to **One Hundred Sixty Thousand Five Hundred and 00/100 Dollars (US$160,500.00)**, which shall constitute the Escrow Total. The Escrow Funds shall, for all purposes, be

considered property of Ecos unless and until distributed to County in accordance with this Agreement, and except to the extent that Ecos owes Escrow Agent for fees, charges and expenses Ecos is obligated to pay Escrow Agent under terms of this Agreement. Subject to Escrow Agent's right of set off against Escrow Interest in excess of the Escrow Total, to protect County prior to such distribution, Ecos hereby grants to County a first priority security interest in all of Ecos's right, title and interest in and to the Escrow Funds held under this Agreement for the purpose of securing Ecos's decommissioning obligations. Ecos authorizes County to file such financing statements and other documents as County reasonably deems necessary or advisable to protect County's rights in the Escrow Funds. Each party will sign such documents (including upon the request of County a control agreement), provide such information, send such notices and take such other actions as any other party reasonably requests to consummate more effectively the intent and purpose of the parties under this Section 2.

3. Investment. Escrow Agent shall hold and invest the Escrow Funds only in accordance with the terms of this Agreement. Ecos understands and acknowledges that funds held in an interest bearing account with Escrow Agent are covered by insurance issued by the Federal Deposit Insurance Corporation (FDIC) up to a maximum of two hundred fifty thousand dollars ($250,000.00) in insurance coverage and that all funds held in an interest bearing account in excess of such limit are uninsured. Ecos also understands and acknowledges that funds held in a non-interest bearing account with Escrow Agent are insured by the FDIC without regard to amount, effective through December 31, 2015. Funds held by Escrow Agent on behalf of Ecos after such date in a non-interest bearing account may be subject to other limitations. At the written direction of Ecos, Escrow Agent shall invest and reinvest the Escrow Funds in cash or one or more of the following: a non-interest bearing Business Advantage Checking Account; or an interest bearing Regular Business Savings Account, or any combination thereof. Ecos shall provide a copy of any such written direction to Escrow Agent to County contemporaneously with the provision of such notice to Escrow Agent. All of the Escrow Funds shall be held by, or registered in the name of, Escrow Agent. All Escrow Interest earned on the Escrow Funds shall accrue for the benefit of, and be taxable to, Ecos.

4. Distributions of Escrow Funds by Escrow Agent. Escrow Agent shall hold the Escrow Funds until instructed or otherwise required to deliver the same or any portion thereof in accordance with Section 5.

5. Distributions.

    a. Escrow Interest. Once Escrow Funds being held by Escrow Agent reach the Escrow Total, and provided Ecos does not owe Escrow Agent any fees, charges, or expenses under the terms of this Agreement, Ecos may direct Escrow Agent in writing to pay Ecos the Escrow Interest earned on the Escrow Funds at such times and in such amounts, in Ecos's

discretion, as long as the amount of the Escrow Funds does not, as a result, become less than the Escrow Total.

b. Release at End of Term; Substitution of Security. After the full and final satisfaction of all of Ecos's decommissioning obligations and payment to Escrow Agent of all amounts owed to Escrow Agent by Ecos under the terms of this Agreement, any Escrow Funds remaining with Escrow Agent, after all deductions for any damages or other allowed charges made by County, and all accrued Escrow Interest, shall be released to Ecos. If Ecos provides a letter of credit or other security in form and substance acceptable to the County and in the full amount of the Escrow Total to secure Ecos's obligations to County prior to decommissioning, then upon written direction from County to Escrow Agent the Escrow Funds and any Escrow Interest (less monies owed by Ecos to Escrow Agent) shall be released to Ecos.

c. Escrow Claims by County. Each claim against the Escrow Funds under this Agreement shall be made by County by delivering to Escrow Agent a certificate, in substantially the form of Exhibit A attached hereto, specifying the nature of the claim (a "Claim Certificate"). A copy of each Claim Certificate shall also be delivered to Ecos contemporaneously with provision to Escrow Agent. Escrow Agent shall pay to County the amount of Escrow Funds set forth in the Claim Certificate, in accordance with the Claim Certificate, on the first business day after it receives the Claim Certificate, regardless of whether Escrow Agent receives objection to such claim by Ecos.

d. Regulations of the Comptroller of the Currency. County and Ecos acknowledge that regulations of the Comptroller of the Currency grant County and Ecos the right to receive brokerage confirmations of any security transactions as they occur. County and Ecos specifically waive such notifications to the extent permitted by law, and Ecos will receive monthly cash transaction statements that will detail all investment transactions.

6. Rights and Obligations of Escrow Agent.

a. Duties.

i. Escrow Agent hereby accepts its obligations under this Agreement and represents that it has the legal power and authority to enter into this Agreement and to perform its obligations hereunder. Escrow Agent agrees that all Escrow Funds held by Escrow Agent under this Agreement shall be segregated from all other property held by Escrow Agent and shall be identified as being held in connection with this Agreement. Segregation may be accomplished by appropriate identification on the books and records of Escrow Agent. Escrow Agent's documents and records with respect to the

transactions contemplated by this Agreement shall be available for examination by representatives of County and Ecos. Escrow Agent will deliver to County and Ecos written statements not less than quarterly summarizing any activity with respect to the Escrow Funds (including the amount of interest and earnings thereon) and detailing the balance of the Escrow Funds.

ii. This Agreement may be terminated only by a writing executed by all of County, Ecos, and Escrow Agent.

b. No Other Duties. Escrow Agent shall not have any duties or responsibilities under this Agreement except as expressly set forth herein.

c. Escrow Fee. Escrow Agent shall be entitled to receive solely from Ecos (a) compensation for its regular services as escrow agent under this Agreement and (b) reimbursement for all reasonable and necessary out-of-pocket expenses incurred by Escrow Agent in fulfilling its obligations under this Agreement, including, without limitation, reasonable fees and disbursements of legal counsel. Such compensation and reimbursement obligations shall be paid from time to time as incurred. In no circumstance will County have any obligation to pay any amount to Escrow Agent arising out of or under this Agreement.

d. Resignation of Escrow Agent. Escrow Agent may at any time resign by giving thirty (30) days advance written notice of such resignation to County and Ecos. Upon such resignation, Escrow Agent shall not be discharged from its obligations under this Agreement until the earlier of the following:

i. A successor escrow agent, as mutually agreed on by Ecos and County, shall have been appointed, the successor escrow agent shall have executed and delivered an Escrow Agreement in substantially the form of this Agreement, and all Escrow Funds then held by Escrow Agent under this Agreement shall have been delivered to such successor escrow agent.

ii. Sixty (60) days from notice to ECOS and County of such resignation. However, upon effective resignation of Escrow Agent, Escrow Agent shall continue to hold the funds so escrowed in the account where such funds have been held until withdrawn by County as account holder in accordance with Escrow Agent's duties as a financial institution to a customer under its account contract.

e. Liability of Escrow Agent. Escrow Agent shall not be liable for any action taken in accordance with the terms of this Agreement, including, without limitation, any distribution of the Escrow Funds in accordance with Section 4, as long as the action was taken in good faith. Escrow Agent shall not be liable for any other act or failure to act under or in connection with this Agreement, except for its own intentional tortious misconduct.

Ecos agrees to indemnify, defend and hold Escrow Agent harmless from and against all claims, causes of action, costs, judgments, losses and damages arising out of or related to this Agreement, except for any such claims, causes of action, costs, judgments, losses or damages arising from or related to any breach of this Agreement by Escrow Agent or grossly negligent or intentional tortious actions or omissions of Escrow Agent.

f. Reliance on Documentary Evidence. Escrow Agent shall be entitled to rely on any written notice, certificate, affidavit, letter, document or other communication that is reasonably believed by Escrow Agent to be genuine and to have been signed or sent by the proper party or parties, and on statements contained therein, without further inquiry or investigation. Notwithstanding anything to the contrary in this Agreement, Escrow Agent may act on any written instructions given jointly by County and Ecos.

g. Interpleader. If County and Ecos shall disagree about the interpretation of this Agreement, or about the rights and obligations or the propriety of any act contemplated by Escrow Agent hereunder, then Escrow Agent may, within its reasonably exercised discretion, file an action of interpleader in the appropriate court of competent jurisdiction and deposit all of the applicable Escrow Funds with such court.

7. Termination of Agreement. This Agreement shall terminate on the date on which all obligations of Ecos have been fully satisfied and final reclamation of the site has been signed-off by the County or on the date that all of the Escrow Funds shall have been paid to County pursuant to the terms of this Agreement.

8. Taxes. Taxes on distributions of the Escrow Funds shall be paid by Ecos.

9. Notices. All notices and other communications (including all certificates delivered pursuant to Section 5) under this Agreement by County or Ecos to Escrow Agent shall be delivered contemporaneously to the other parties in the same manner as provided to Escrow Agent. All notices and other communications under this Agreement shall be given in writing and shall be personally delivered, sent by telecopier or facsimile transmission or sent to the applicable parties at their respective addresses indicated in this Section 9 by registered or certified U.S. mail, return receipt requested and postage prepaid, or by private overnight mail courier service, as follows:

If to Ecos, to:

Ecos Energy, LLC
222 South 9th Street
Suite 1600
Minneapolis, MN 55402
Attention: Timothy Young
Phone: 612-655-9749
Fax: 651-268-2053

If to County, to:
Inyo County

_____
_____
_____
Attention: _____
Phone: _____
Fax: _____

If to Escrow Agent, to:

The First National Bank of Northfield
PO Box 59
329 Division St.
Northfield, MN 55057
Attention: Lindsay Hawkins
Phone: 507-645-5656
Fax: 507-645-6873

Notice may also be made to any other such other person or address as any party shall have specified by notice in writing to the other parties. If personally delivered, such communication shall be deemed delivered upon actual receipt; if sent by telecopier or facsimile transmission, such communication shall be deemed delivered the day of the transmission, or if the transmission is not made on a business day, the first business day after transmission (and sender shall bear the burden of proof of delivery); if sent by overnight courier pursuant to this Section 9, such communication shall be deemed delivered upon receipt; and if sent by U.S. mail pursuant to this Section 9, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal.

10. Adjustment of the Escrow Total. If following a five year review of the amount of funds needed to fully implement the plan to decommission the solar project, the County Planning Commission should determine that the amount of the Escrow Total should be increased, within 30 days of receipt of written notice of such determination, Ecos and the County shall amend

this Agreement to increase the Escrow Total to the amount determined by the Planning Commission and Ecos shall deposit with the Escrow Agent such additional funds as are necessary to equal the new Escrow Total. If following a five year review of the amount of funds needed to fully implement the plan to decommission the solar project, the County Planning Commission should determine that the amount of the Escrow Total should be decreased, within 30 days of receipt of written notice of such determination, Ecos and the County shall amend this Agreement to decrease the Escrow Total to the amount determined by the Planning Commission and Escrow Agent shall release to Ecos an amount equal to the difference between the amount of previous Escrow Total and the amount of the adjusted Escrow Total.

11. Miscellaneous.

a. Captions. All titles, subject headings, section titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the meaning of the contents or scope of the Agreement.

b. No Third-Party Beneficiary. No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or other third party, so as to constitute any such person a third-party beneficiary under this Agreement, or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

c. Integration; Amendment. This Agreement constitutes the entire agreement among the parties relating to the Escrow Funds. No amendment, addition to or modification of any provision hereof shall be binding on the parties, and no party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification, or waiver is in writing and signed by a duly authorized officer or representative of all parties.

d. Governing Law. The Agreement is made in the State of California and shall be interpreted and governed by the laws of such State or the laws of the United States, as applicable.

e. Good Faith and Fair Dealing; Reasonableness. The parties agree to act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided otherwise in this Agreement, (i) whenever this Agreement requires the consent, approval or similar action by a party, such consent, approval or similar action shall not be unreasonably withheld or delayed, and (ii) whenever this Agreement gives a party a right to determine, require,

specify or take similar action with respect to matters, such determination, requirement, specification or similar action shall be reasonable.

f. Severability. Should any provision of this Agreement be or become void, illegal or unenforceable, the validity or enforceability of the other provisions of this Agreement shall not be affected and shall continue in force. The parties will, however, use their reasonable best endeavors to agree on the replacement of the void, illegal or unenforceable provisions with legally acceptable clauses that correspond as closely as possible to the sense and purpose of the affected provision and this Agreement as a whole.

g. Cooperation. The parties agree to cooperate reasonably with each other in the implementation and performance of this Agreement. Such duty to cooperate shall not require any party to act in a manner inconsistent with its rights under this Agreement.

h. Execution in Counterparts and By Facsimile Transmission. This Agreement may be executed in two (2) or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original. This Agreement may be executed and delivered by facsimile, and the parties agree that such facsimile execution and delivery shall have the same force and effect as delivery of an original document with original signatures.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first set forth above.

Dated:

Ecos Energy, LLC

By: _____

Name: Timothy H. Young

Title: Vice President

Dated:

Inyo County

_____

By: _____

REVIEWED AS TO FORM:

_____

By: _____

Dated:

The First National Bank of Northfield

Lindsay M. Hawkins, Assistant Vice President

By: _____

EXHIBIT A TO ESCROW AGREEMENT

ESCROW CLAIM

CERTIFICATE

TO: _____

This Certificate is issued pursuant to that certain Escrow Agreement, dated as of _____, 2015, by and among County, Ecos and you, as Escrow Agent (the "Escrow Agreement"). Capitalized terms used but not otherwise defined in this Certificate shall have the meaning ascribed to them in the Escrow Agreement.

The undersigned representative of County hereby certifies that County is entitled to receive Escrow Funds in the amount of $_____ pursuant to the terms of the Escrow Agreement, due to the following (generally):_____

_____

_____.

Accordingly, subject to the terms of the Escrow Agreement, you are hereby instructed to distribute, on the first business day after your receipt of this Certificate, the sum of $_____ from the Escrow Funds to the undersigned by wire transfer to the following account:

Bank: _____
Account: _____
Routing Number: _____

Date: _____, 20_____

Inyo County

By: _____

Name: _____

Title: _____

For Clerk's Use Only:
AGENDA NUMBER
29

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: October 6, 2015

SUBJECT: Inyo National Forest Plan Update

RECOMMENDATION: Receive a presentation from staff about coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input (including potentially the Wilderness Process and Preliminary Draft Monitoring Program) and discuss potential participation in the Sierra Cascades Dialogue.

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

Wilderness Process

The Forest Service recently shared its process for evaluating and identifying lands that may be suitable for recommendation in the Forest Plan for inclusion in the National Wilderness Preservation System and solicited input (see attached). Staff believes that the County has participated adequately in development of the currently proposed areas, and does not recommend any further input at this time. Alternatively, the Board could direct staff to provide specific input or return with draft correspondence for the Board's consideration.

Preliminary Draft Monitoring Program

The Forest Service recently released a Preliminary Draft Monitoring Program for the early adopter Forests in California (see attached the INF Program). Input is requested by October 23, 2015. Staff intends to convey comments informally recognizing the inclusion of socioeconomics and related topics, and recommending adding access, infrastructure, and public service issues. Staff requests that the Board provide any input it may have; alternatively, staff could return with draft correspondence for the Board's consideration prior to the deadline.

Sierra Cascades Dialogue

The Forest Service is planning another meeting of the Sierra Cascades Dialogue to discuss the Pacific Crest Trail, Wilderness, Wild and Scenic Rivers, and Species of Conservation Concern on October 15 in Bishop and Sacramento (see attached). Staff plans to participate in the Bishop location. The Board may wish to discuss attendance.

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

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

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

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

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

Date: 9/25/15

Attachments:

- Summary: The Wilderness Evaluation Process
- Frequently Asked Questions: The Wilderness Evaluation and Identification Process
- Inyo National Forest Plan – Preliminary Draft Monitoring Program
- Sierra Cascades Dialog Sessions Invitation

USDA

U.S. Forest Service
Pacific Southwest Region

September 2015

Summary:
The Wilderness Evaluation Process and Process for Identifying Areas for Potential Wilderness Recommendation during Environmental Analysis

The Forest Service is revising the Inyo, Sequoia, and Sierra National Forests' land and resource management plans as directed by the 2012 Planning Rule. This rule requires us to identify and evaluate lands that may be suitable for inclusion in the National Wilderness Preservation System. There are four steps in this process: inventory, evaluation, analysis and recommendation. The process outlined below explains our approach to the second step: wilderness evaluation. This process follows guidance outlined in the 2012 Planning Rule Directives, Forest Service Handbook 1909.12 Chapter 70, and the Wilderness Act of 1964.

Below we provide a summary of the wilderness evaluation step (section I) as well as the criteria we use for identifying areas during environmental analysis (also known as National Environmental Policy Act or NEPA analysis) for potential wilderness recommendation (section II). We also provide two supporting documents to explain how we evaluated wilderness characteristics (Attachment A), and to share the guidance we use for considering whether to bring areas forward for environmental analysis (Attachment B).

I. Wilderness Evaluation Process

A. Inventory dataset and map

1. **Creation of an evaluation dataset and map based on the final inventory.** To begin the evaluation phase an evaluation dataset and map were prepared using the final inventory map and data. The evaluation map and dataset included all the areas that met the inventory criteria in the final inventory and excluded those areas that were excluded from the final inventory. The set of areas in the final inventory were referred to as the evaluation dataset and the map as the evaluation map. The intent of this first step was to create a clean dataset with which to begin the evaluation phase that no longer included areas considered but not included in the final inventory.

B. Consideration of motorized trails

1. **Mapping and creation of subpolygons:**

    a. Staff at each national forest mapped designated motorized trails and overlaid those maps on the evaluation maps, which contain all the polygons identified in the inventory process.

b. The staffs then created subpolygons within the inventory polygons that encompass authorized motor vehicle trails in order to separate those motor vehicle trails from the rest of the polygon.

2. **Assessment of subpolygons:**

   a. The staffs evaluated the subpolygons containing designated motorized trails to determine the impact of those trails on the wilderness characteristics of the area. This entailed examining:

      (i) The prevalence of motorized trails, and

      (ii) The level of commitment to these trails (that is, is there strong commitment to maintaining them as evidenced by the Travel Management Subpart B decision-making process).

   b. This step was based on the assumption that areas networked with motorized trails may not have high potential for wilderness recommendation because they will likely lack wilderness character due to the authorized motorized activity. The Forest Service recognized there may be exceptions to this, but it was a starting assumption.

3. **Public input on subpolygons approach and change in direction:**

   a. The public provided input on the evaluation step through two avenues: input on the evaluation map showing the motorized and non-motorized subpolygons through the Web-based "Talking Points" system, and scoping comments on the Federal Register notice of intent and proposed action.

   b. Public input received on the maps resulted in the decision to retain all the subpolygons for evaluation, including those that contained designated motor vehicle trails. There was concern the Forest Service was automatically excluding the areas with motorized trails identified on the "Talking Points" map from being evaluated for wilderness characteristics and a belief that despite the current authorized motorized use, wilderness characteristics may be present in some areas. As a result, all polygons identified in the final inventory dataset were brought forward in their entirety for evaluation, as described below.

C. Evaluation of wilderness characteristics based on Chapter 70 of the Forest Service Directives

Each of the three forests has assembled an interdisciplinary team which is conducting a thorough review of each evaluation polygon using the best information available and focused on a set of questions derived from guidance in Chapter 70 of the directives.

An initial spreadsheet assessing the wilderness characteristics was created by the teams on each national forest for each polygon and any available information relevant to those characteristics has been documented in the spreadsheet. The list of questions based on Chapter 70 is contained in Attachment A: *Evaluation of Wilderness Characteristics*.

D. Narrative summaries of evaluations

1. **Draft evaluation narratives.** The wilderness evaluation narrative spreadsheets populated by the national forest staffs are being used to write a draft summary of the wilderness characteristics for each evaluation polygon in the inventory. These preliminary wilderness evaluation narratives include:

a. A general description of the area, including the ecological groups present in the area that may be underrepresented in the wilderness system;

b. A description of the factors relevant to the wilderness characteristics of the area including the degree the area generally appears to be affected primarily by the forces of nature; opportunities for solitude or primitive and unconfined recreation; and other features of value;

c. A discussion of the ecosystems present in the evaluation polygon and their representation in the National Wilderness Preservation System. The forests used existing information and data provided by The Wilderness Society, which was reviewed and verified, to develop these descriptions;

d. A description of issues related to manageability;

e. A summary of all the factors relevant to the potential suitability for the area's inclusion in the National Wilderness Preservation System.

E. Public input

Public input has been gathered to date in a number of ways and is being considered in the development of the evaluation narratives in an iterative process. Further public input will be collected on the evaluation narratives themselves following publication of the evaluation narratives in the DEIS, as noted below.

1. **Evaluation maps and Web-based "Talking Points."** The Forest Service notified stakeholders that the final inventory maps with the areas affected by motorized trails identified would be posted to the "Talking Points" system on the Pacific Southwest Region's Web site at https://my.usgs.gov/ppgis/studio/launch/16850 Stakeholders were notified that the national forests were in the process of evaluating these areas and they were asked to provide any information about the areas that would help document the wilderness characteristics of the areas. Information provided by stakeholders was given via the Web site as both written comments and specific points or areas highlighted geographically on the map. These comments were systematically reviewed and if new information was brought forward about specific areas the forests reviewed, verified, and incorporated the information in to the evaluation spreadsheets and draft narratives.

2. **Scoping comments.** The Forest Service systematically reviewed scoping comments. If a comment had information that could potentially be new information about the wilderness characteristics or manageability of specific evaluation polygons then that information was highlighted and matched to the evaluation polygon number. The national forest staffs were then asked to go through all of those comments and if that information had not already been identified by the staff then they verified the information and incorporated it into the spreadsheet and draft narratives where applicable. Scoping comments that were more general in nature were categorized, summarized and provided to the forest supervisor for consideration as they were making decisions about what to bring forward into the draft environmental impact statement. This summary presented the full range of opinions expressed through scoping comments regarding the wilderness evaluation.

3. **Reports summarizing ecosystem representation information.** As noted above, in addition to the other public and stakeholder comments the Forest Service received, the Wilderness Society submitted substantial and detailed information regarding ecosystem representation (four large tables and 9 maps). The Forest Service reviewed and synthesized this information

into one cohesive document for each forest. These detailed reports were provided to each forest interdisciplinary team and are being considered during the evaluation process. The information will be summarized in the wilderness evaluation narratives.

4. **Future DEIS Appendix.** The evaluation narratives will be included in an appendix to the DEIS as provided by the directives (Chapter 72.2) and available for comment.

II. Process for identifying areas brought forward for environmental analysis

A. Information sources

1. **Draft wilderness evaluation narratives.**
2. **Scoping comments.**
3. **Other public input.**
4. **"Guidance for Consideration of Evaluated Areas for Recommendation in an Alternative."** (Attachment B)

B. Process

1. **Initial recommendations.** Forest supervisors met with staff to review the draft wilderness evaluation narratives and to make initial recommendations regarding areas to be brought forward for environmental analysis.

   a. Considerations. The draft evaluation narratives provided the primary foundation for the initial identification of potential recommended wilderness areas. The starting point was identifying areas with the highest quality of wilderness character based on the narrative and the location. (For example, areas with high characteristics adjacent to existing wilderness). After the initial round of high quality characteristics was determined, considerations for inclusion involved the extent of development both within and adjacent to the polygon, consideration for the feasibility of management as wilderness, such as the need to maintain the ability to undertake vegetation management to protect infrastructure and communities from wildfire. As the quality of wilderness characteristics diminished, polygons were assessed for the presence of infrastructure (motorized trails, mountain bike trails), or established activities that are incompatible with wilderness (groomed snowmobile trails, existing land uses requiring motorized access). These polygons were assessed carefully and if the existing uses were of a limited extent a determination was made on inclusion. Additional reviews between the three forests (Inyo, Sequoia, and Sierra), were done to ensure consistency in applying the process and as a result additional polygons went through the same process of consideration for inclusion.

   b. Preparation of maps and narratives for initial recommended wilderness areas. The forests refined the boundary for each of the initial recommended wilderness areas based on the criteria in Chapter. 70. Each narrative description of the area was based on the direction in Chapter 70 and included the following:

      (i) Name of potential recommended wilderness area

      (ii) Number of acres

      (iii) A description of the location and of the recommended boundary

(iv) A description of the general geography, topography, and vegetation

(v) A description of current uses

(vi) A description of the wilderness characteristics of the area and the ability to protect and manage the area so as to preserve wilderness characteristics.

2. **Evaluation and identification of initial recommendations.** The forests started drafting summaries of the evaluation narratives aimed at addressing the question of whether the individual polygons, or portions of those polygons, would be suitable as recommended wilderness or not. The forests considered the following criteria for drafting these initial summaries (see also Appendix B). This criteria was based on direction found in the Forest Service Directives 1909.12:

a. Describe element in terms of the degree the area appears to be affected by the forces of nature, its apparent naturalness, i.e., whether or not human impacts are substantially noticeable.

(i) Whether or not the composition of plant and animal communities appear substantially unnatural (for example, past management activities have created a plantation style forest with trees of a uniform species, age, and planted in rows).

(ii) Extent to which the area appears to reflect ecological conditions that would normally be associated with the area without human intervention.

(iii) Extend to which improvements included in the area represent a departure from apparent naturalness.

b. Describe the degree to which the area has outstanding opportunities for solitude or for a primitive and unconfined type of recreation. The word "or" means that an area only has to possess one or the other. The area does not have to possess outstanding opportunities for both elements, nor does it need to have outstanding opportunities on every acre.

(i) Describe impacts that are pervasive and influence a visitor's opportunity for solitude within the evaluated area. Factors to consider may include topography, presence of screening, distance from impacts, degree of permanent intrusions, and pervasive sights and sounds from outside the area.

(ii) Describe the relative opportunity to engage in primitive-type or unconfined recreation.

c. Describe the degree to which the area may be managed to preserve its wilderness characteristics. Consider such factors as:

(i) Shape and configuration of the area;

(ii) Legally established rights or uses within the area;

(iii) Specific Federal or State laws that may be relevant to the availability of the area for wilderness or the ability to manage the area to protect wilderness characteristics;

(iv) The presence and amount of non-Federal land in the area; and;

(v) Management of adjacent lands.

3. **Release of Initial Recommendations.** The Forest Service posted to its public website the maps and narratives of each initially-selected area on the Pacific Southwest Regional planning Web site:
http://www.fs.usda.gov/detail/r5/landmanagement/planning/?cid=STELPRD3803608

4. **Review of scoping comments and additional public input.** The forests have undertaken additional review of public comments, including comments that were received after the formal scoping period closed, and compared the public's recommendations with the draft evaluation narratives. The careful review of public comments has fostered additional review of the inventoried polygons and development of the evaluation narratives in an iterative and ongoing process that involves: (1) reviewing public comments for any new information not considered in the narratives; (2) reviewing the narratives for consistency and clarity; (3) ensuring that statements regarding wilderness characteristics in the narratives are supported.

5. **Identification of additional areas to bring forward for environmental analysis as recommended wilderness.** The Forest Supervisors continue to meet with staff to determine which additional areas could be brought forward as recommended wilderness under one or more alternatives in the EIS. The following are the basic steps that the Forest Supervisors use in evaluating areas to include as recommended wilderness under one or more of the alternatives in the environmental analysis:

    a. **First screen:** Appearance of naturalness and outstanding opportunities for solitude OR primitive recreation.

        (i) Consideration is given as to whether human modifications to the area are substantially noticeable or not. Polygons where human modifications, such as mining operations, extensive range developments, plantations, etc., are substantially noticeable and adversely affect the appearance of naturalness are not brought forward.

        (ii) Polygons are evaluated to determine the degree to which they offer opportunities for solitude or a primitive recreation experience. Where external factors adversely affect opportunities for solitude or a primitive experience, consideration is given to how extensive the adverse effect is within the polygon under consideration. Polygons where these opportunities are low due to various factors such as the presence and/or adjacency of motorized roads and trails, groomed snowmobile trails, recreation sites, and infrastructure, among others, are typically removed from further evaluation.

        (iii) All polygons are evaluated to determine whether they could be redrawn to exclude the activities that adversely affect the appearance of naturalness or opportunities for solitude or a primitive experience and whether the remaining area retains an appearance of naturalness and outstanding opportunities for solitude or primitive recreation.

    b. **Second screen:** Manageability

        (i) Consideration is given to whether existing management activities and potential future management needs conflict with preserving the area's wilderness characteristics. This includes, but is not limited to, fuels and vegetation management activities needed to protect adjacent high value areas and communities, management of existing special use permits and facilities, the need for habitat restoration activities for sage-grouse, and the ability to define polygon boundaries and keep incompatible uses out of the recommended wilderness area.

    c. **Third screen:** Ecosystem representation. Consideration is given to whether the area presents an opportunity to protect an ecosystem that is underrepresented.

d. **General principle:** Although the considerations above represent primary decision considerations, in very few cases is an area eliminated or brought forward based on one factor alone. Instead, each area is evaluated holistically, and those with the wilderness characteristics and manageability needed to support their recommendation as wilderness brought forward, taking full account of the level of public interest that was expressed for and against additional wilderness areas on each forest.

III. Work in progress

Boundaries, maps, and narratives for the additional potential recommended wilderness areas are currently being developed and finalized. In addition, evaluation narratives and rationales for areas not being brought forward are being completed. All of this information will appear in either an appendix in the DEIS or in the project record.

Attachment A: Evaluation of Wilderness Characteristics[1]

1. **Evaluate the degree to which the area generally appears to be affected primarily by the forces of nature, with the imprints of man's work substantially unnoticeable.** Consider such factors as:

   a. **The composition of plant and animal communities.** The purpose of this factor is to determine if plant and animal communities have been substantially impacted by man.

      (i) What human impact is there to the plant communities?

         1) Are invasive species present? If so which ones and how prevalent are they? Are they increasing or decreasing?

         2) Is fire occurring within its range of natural variability?

         3) Describe the past and current vegetation management.

         4) Describe past and current grazing activities.

      (ii) What human impact is there to wildlife, fish, amphibians, and invertebrates?

         1) Are there feral species present? If so, please describe the situation.

         2) Are there invasive species present? If so please describe the situation.

         3) Does fish stocking occur in this area? If so, please describe whether native species are stocked or not. Are the lakes or streams where stocking is occurring self-sustaining? What frequency does stocking occur? Are any motorized or mechanized transportation or equipment used?

         4) Are there any overpopulation issues? Please describe.

         5) Does the area provide contiguous habitat or connectivity for fish and wildlife? Please describe.

   b. **To what extent does the area reflect conditions that would normally be associated with the area absent human intervention?**

      (i) Does the area have ecological integrity?

         1) Is species composition/succession generally the result of natural processes or have they been manipulated by humans?

      (ii) What are the hydrologic conditions of the area?

      (iii) What is the air quality of the area?

      (iv) What are the soil conditions of the area?

      (v) What is the condition of meadow and riparian areas within the area?

   c. **What improvements, if any, are in the area and what is their impact on the naturalness of the area?**

      (i) Are there any airstrips or heliports? If so, what affects do they have to the naturalness of the surrounding area?

      (ii) Have there been vegetation treatments in the area? Please describe. Are they substantially noticeable?

[1] Evaluation Criteria Based on FSH 1909.12 Chapter 70

(iii) Does the area contain timber harvest areas where logging and prior road construction had occurred? Please describe. Are they substantially noticeable?

(iv) Are there permanently installed vertical structures within the area, such as electronic installations including cell towers, television and radio repeaters, etc.? Please describe.

1) What is the frequency of access and type of access required for maintenance and administration of any vertical structures in the areas?

(v) Does the area contain historic mining sites? Please describe. Are they substantially noticeable?

(vi) Does the area contain current mining activity? Please describe. Are the impacts substantially noticeable? What is the frequency of access and type of access required?

(vii) What type and amount of structural (fences, water troughs, etc.) and non-structural (chaining, burning, spraying, potholing, etc.) range improvements, if any, are present in the area?

(viii) Are there any recreation improvements within the area? Please describe. How easily could these be removed?

(ix) Are there any ground return telephone lines, electric lines, power lines, or other similar permanently installed linear right-of-way structures present where the right-of-way has not been cleared? Please describe.

(x) Does the area contain any watershed treatment areas (contouring, diking, channeling, hand constructed gully plugs, etc.). Please describe. If so, are they substantially noticeable?

(xi) Are there developments or activities immediately adjacent to the area? Please describe. Do they impact opportunities for solitude?

(xii) Are there any structures, dwellings or other relics of past occupation present? If so, please describe them and if/how they are being maintained?

2. **Evaluate the degree to which the area has outstanding opportunities for solitude or for primitive and unconfined type of recreation.** Does the area provide a feeling of isolation or a sense that civilization has been left behind?

a. What opportunities are there to engage in primitive type or unconfined recreation activities that lead to a visitor's ability to feel a part of nature?

(i) What are the types of primitive-type recreation activities, current and potential, in the area? Please describe what opportunities there are for the following types of activities: wildlife observation, hiking, backpacking, horseback riding, fishing, hunting, floating, kayaking, cross-country skiing, camping, climbing, photography, and enjoying nature.

(ii) Does the area provide visitors with a degree of challenge or risk while using outdoor skills? Please describe the degree to which the area offers visitors the opportunity to experience adventure, excitement, challenge, initiative, or self-reliance, the unusual or typical.

b. Consider impacts that are pervasive and that influence a visitor's opportunity for solitude.

(i) What is the topography of the area?

(ii) Is screening present due to topography and vegetation?

(iii) How much distance is there from impacts from developments and activities on adjacent lands?

(iv) What is the degree of permanent intrusions in the area due to existing infrastructure?

(v) Are sights and sounds from outside the area present? Please describe.

1) Can a traveler see or hear evidence of civilization from within the area?

2) Is the area a quiet place free from motorized noise?

3) Are motorized trails present in the area? If so, how prevalent are they?

(vi) What is the potential for encounters with other visitors (high, medium, low)?

1) Are there seasonal differences?

2) How is use distributed in the area?

3. Evaluate how an area less than 5,000 acres is of sufficient size as to make practicable its preservation and use in an unimpaired condition.

a. Is the area less than 5,000 acres?

b. Is the area contiguous to existing wilderness, recommended wilderness or similar classifications on adjacent lands of other agencies?

c. Does the size of the area allow for its preservation and use in an unimpaired condition? Explain.

4. Evaluate the degree to which an area may also contain ecological, geological, or other features of scientific, educational, or historical value.

a. Does the area contain any rare plants, animals or ecosystems? Please describe.

b. Does the area contain outstanding landscape features such as waterfalls, mountains, viewpoints, water bodies or geologic features? Please describe.

c. Does the area contain any historic or cultural sites? (Confidentiality requirements will be respected) Please describe.

d. Does the area contain any Research Natural Areas or other special designations? Please describe.

e. Does the area contain high quality water resources or important watershed features? Please describe.

f. Are there other unique or exceptional features of value? Please describe.

5. Evaluate the degree to which the area may be managed to preserve its wilderness characteristics.

a. What is the shape and configuration of the area?

(i) Does it have a narrow, elongated or gerrymandered type of shape? If so, How easily could this shape be managed?

(ii) Are there any cherry stemmed roads running into the roadless area? If yes, describe the extent, current access, uses and level of activity.

(iii) Does the existing boundary provide for easy management of the area?

b. Are there any legally established uses in the area?

(i) Area there any legal easements? Please describe.

(ii) Are there any mining claims in the area? Please describe.

(iii) Is there any established access to private inholdings? If yes, describe the extent, current access, uses and level of activity.

(iv) Do any military training activities occur in the area? Please describe.

(v) Is there active tribal use of the area for ceremonies or traditional uses? Please describe.

(vi) Are there any water impoundments? Please describe the extent, current access, maintenance and administrative needs.

(vii) Are there any existing water rights within the area? Please describe.

(viii) Is grazing permitted within the area? If so, what is specifically permitted?

(ix) Are there any lands special uses permits issued within this area. If yes, please describe.

c. Are there any specific federal or state laws that may be relevant to the availability of the area for wilderness or the ability to manage and protect wilderness? Please list the laws and their effect on the area. (For Example: ESA and the management activities in an area necessary for SN Bighorn Sheep management.)

d. Is non-federal land present within the area?

(i) Describe the amount and ownership.

(ii) Describe the uses and activities.

(iii) Is it an inholding or an edgeholding? If an inholding, what is access across NFS land.

e. What type of management is occurring on adjacent lands?

(i) What is the ownership of adjacent lands?

(ii) What are the current uses of adjacent lands?

(iii) Is there a potential for existing or potential public uses and activities on adjacent lands to increase that might result in demands to allow nonconforming structures/activities in wilderness? Please describe the situation.

f. Are there any other designations overlying the area?

(i) Are there Wild and Scenic Rivers? Are there provisions of the designation that could potentially affect wilderness character or the ability to manage and protect wilderness? Could multiple designations enhance the wilderness protections?

(ii) Are there Pacific Crest Trail segments? Are there provisions of the designation that could potentially affect wilderness character or the ability to manage and protect wilderness? Could multiple designations enhance the wilderness protections?

(iii) Are there other designated trails? Are there provisions of the designation that could potentially affect wilderness character or the ability to manage and protect wilderness? Could multiple designations enhance the wilderness protections?

(iv) Are there National Monuments? Are there provisions of the designation that could potentially affect wilderness character or the ability to manage and protect wilderness? Could multiple designations enhance the wilderness protections?

(v) Are there National Recreation Areas? Are there provisions of the designation that could potentially affect wilderness character or the ability to manage and protect wilderness? Could multiple designations enhance the wilderness protections?

(vi) Are there Special Management Areas? Are there provisions of the designation that could potentially affect wilderness character or the ability to manage and protect wilderness? Could multiple designations enhance the wilderness protections?

(vii) Are there Research Natural Areas? Are there provisions of the designation that could potentially affect wilderness character or the ability to manage and protect wilderness? Could multiple designations enhance the wilderness protections?

6. **Describe any other information that might be relevant to determining the wilderness character of this area based on public feedback.**

Attachment B: Guidance for Consideration of Evaluated Areas for Recommendation in an Alternative

- **The recommended areas should have suitable wilderness characteristics:**
  - Generally appears to be affected primarily by the forces of nature, with the imprints of man's work substantially unnoticeable (naturalness)
  - The area should have outstanding opportunities for solitude or for a primitive and unconfined type of recreation. The area does not have to possess outstanding opportunities for both elements, nor does it need to have opportunities on every acre
  - May contain ecological, geological, or other features of scientific, educational, scenic, or historical value, but these values are not required to be present in an area for the area to be recommended for inclusion in the NWPS.
- **The area must be one that can be managed to preserve its wilderness characteristics**
- **An area does not have to be pristine or untouched to be suitable for the NWPS.** Congress has recognized the need to provide for passive or active restoration in previously modified areas that have wilderness characteristics. A recommended area may contain:
  - Vegetation treatments that are not substantially noticeable.
  - Timber harvest areas where logging and prior road construction are not substantially noticeable.
  - Permanently installed vertical structures provided their impact, as well as their maintenance and access needs, is minimal.
  - Areas of historic mining where impacts are not substantially noticeable.
  - Range improvement areas with minor structural improvements and nonstructural improvements that are not substantially noticeable.
  - Minor, easily removable recreation developments may be included, but generally not developed sites.
  - Ground return utility lines if a right-of-way has not been cleared.
  - Watershed treatment areas that are not substantially noticeable, or if wilderness character can be maintained or restored through appropriate management actions.
  - Lands that are adjacent to development or activities that impact opportunities for solitude. The fact that non-wilderness activities can be seen or heard from within any portion of the area does not, of itself, preclude consideration.
  - Structures, dwellings and relics of past occupation when they are considered part of the historical and cultural landscape.
  - Level 1, decommissioned, unauthorized or temporary roads, or has previous decision to reclassify to a Level 1 or decommission.
- **A polygon may be moved forward in whole or in part into one or more of the alternatives in the analysis.**
  - A recommendation can be a portion of the parent polygon that has been analyzed.
  - The area moved forward can be reshaped to remove or exclude things that would make it an otherwise suitable areas difficult to manage in such a way as to protect it wilderness characteristics.

- For areas that are recommended in the DEIS document we will need to provide for the public, at a minimum:
  - Name and number of acres include in the area to be considered for recommendation
  - Location and a description of a recommended boundary for each area.
    - The boundary must be clearly defined and support management of the area as wilderness and other adjacent uses. There is good guidance in Ch. 70 on how to develop the boundary. Once an area is identified to be moved forward as a recommendation in the analysis the RO will assist the forest in creating boundaries that meet the requirements in Ch. 70.
  - A brief description of the general geography, topography and vegetation of the recommended area.
  - A brief description of the current uses of the area
  - A description of the area's wilderness characteristics and the ability to protect and manage the area so as to preserve its wilderness characteristics.
  - A brief summary of the factors considered and the process used in evaluating the area and developing alternatives.
    - This will need to include a discussion articulating why polygons with wilderness characteristics are not moved forward into the analysis.

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U.S. Forest Service
Pacific Southwest Region

September 2015

Frequently Asked Questions
The Wilderness Evaluation and Identification Process

What is the wilderness evaluation and identification process?

We are revising the Inyo, Sequoia and Sierra National Forests' land and resource management plans as directed by the 2012 Planning Rule. This rule requires us to identify and evaluate lands that may be suitable for inclusion in the National Wilderness Preservation System. There are four steps in this process: inventory, evaluation, analysis and recommendation. The process outlined in the wilderness process document explains our approach to the second step. This process follows guidance outlined in the 2012 Planning Rule Directives, Forest Service Handbook 1909.12 Chapter 70, and the Wilderness Act of 1964.

Will this process be used in the future?

Yes. We will use the process outlined here for future forest plan revision efforts; however, as we complete the wilderness portion of our planning process, we will apply any lessons learned here to improve future planning efforts.

When will the Forest Service make the wilderness evaluation narratives available to the public?

We intend to share the wilderness evaluation narratives for these areas soon. These narratives summarize the wilderness characteristics of each polygon and will help explain our thought process for how we are considering areas to move forward for further wilderness analysis.

Is the wilderness evaluation complete for these three national forests?

Not yet, but we are making progress. In August 2014, we shared a preliminary wilderness inventory with the public to gather feedback on the lands that we'd inventoried. Next, we evaluated each area's wilderness characteristics. Using this information, public feedback, and our resource specialists' knowledge, we began to identify areas to consider for analysis as recommended wilderness. In May 2015, we shared our progress on the wilderness evaluation process. Since then, we have continued our analysis of potential areas to include for wilderness consideration.

What does "polygon" mean in the process outlined here?

We use the term "polygon" to refer to an area identified on a forest map during the first step of our wilderness evaluation process, the inventory step. During the inventory step, we identified those lands that meet size and improvement requirements for possible inclusion in the National Wilderness Preservation System. Check out our wilderness evaluation and identification process Web site for more details.

How has the Forest Service used information the public provided in the wilderness evaluation so far?

We have gathered public input in various ways and are considering it throughout our wilderness evaluation process. To date, we have incorporated comments from scores of individuals and other organizations in our wilderness evaluations. For example, some of the substantial and specialized input we received came from The Wilderness Society. The Forest Service reviewed and synthesized that information into one cohesive report for each forest. The forest supervisors are using these reports, along with all the public and stakeholder input we have received, in considering which areas to bring forward into the wilderness environmental analysis (required under the National Environmental Policy Act), which is the next step in the four-step process noted above.

Can I provide feedback to the wilderness evaluation and identification process?

As always, we welcome input. If you have questions, concerns or feedback about this process please contact Mark Metcalfe at 707-562-8848 or submit your input via Web-form at: http://tinyurl.com/earlyadoptersfpr. You will also have an opportunity to review and provide feedback on our process for identifying and evaluating areas for possible wilderness consideration when the draft environmental impact statement (DEIS) is released. The wilderness analysis will appear as an appendix in the DEIS, which we anticipate releasing later this year.

How is the Forest Service collaborating with the public?

This is our first opportunity to use the 2012 Planning Rule, so many of its requirements are new to us. Like you, we're learning as we move through our first attempt at implementing this new rule. We appreciate your patience and participation; we are sharing information and engaging with the public as we can. In the past year, we've convened public discussions on several plan revision topics as we have information available, including:

- *June 2014:* Preliminary wilderness inventory, step one of the wilderness evaluation process
- *August 2014:* Began National Environmental Policy Act process for forest plan revisions
- *November 2014:* Shared issues and concerns heard during public scoping
- *January 2015:* Sierra Cascade Dialog session about monitoring programs
- *May 2015:* Update on our wilderness evaluation progress
- *June 2015:* Inyo National Forest hosted a wilderness evaluation public workshop
- *July 2015:* Draft proposed species of conservation concern lists

How can I obtain more information about forest plan revisions?

There are several ways you can find more information about forest plan revision efforts, including:

- Visiting our Web site: http://www.fs.usda.gov/goto/r5/FPR;
- Subscribing to our mailing list: https://public.govdelivery.com/accounts/USDAFS/subscriber/new?topic_id=NEPA_3375_S;
- Contacting your local Forest Service office.

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Pacific Southwest Region

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Inyo National Forest Plan
Preliminary Draft Monitoring Program

Introduction

The monitoring program is one of three phases in the forest planning cycle, which includes assessment, plan development or revision, and monitoring. The monitoring program is proposed in a national forest's land and resource management plan (forest plan). The monitoring program is implemented during the life of the forest plan, and informs the next forest assessment. Monitoring helps the Forest Service determine if a change to the forest plan may be needed to improve forest management. Each forest plan has its own monitoring program.

Monitoring

Monitoring forms the basis for continuous improvement of the forest plan and provides information for adaptive management of the plan area. The purpose of monitoring in an adaptive management framework is to facilitate learning to support decisions on necessary changes to the forest plan. The forest plan monitoring program enables the responsible official to determine where changes are needed in forest plan components, other plan content, and plan implementation strategies that guide resource management in the plan area. The forest plan monitoring program is laid out as a set of monitoring questions and indicators, and monitoring is conducted during the life of the forest plan.

The regional forester develops a broader-scale monitoring strategy for monitoring questions identified by forest plans in the region that can be answered best at a geographic scale broader than one plan area. The monitoring program outlined below incorporates broader-scale monitoring to address plan monitoring questions where relevant. Existing national and regional monitoring programs, like the Forest Inventory and Analysis Program or the National Visitor Use Monitoring Program, contribute to the plan monitoring program. Monitoring is also coordinated with other Forest Service program mission areas (i.e., State & Private Forestry and Research & Development), other agencies, partners, and the public.

Every two years after the completion of the forest plan, the forest will evaluate monitoring information and produce a monitoring evaluation report. This biennial evaluation begins no later than two years after the effective date of the forest plan decision, and includes information gathered through this plan monitoring program and relevant information from the Region 5 broader scale monitoring strategy. A written report of the evaluation will be made available to the public. Where frequency of monitoring is longer than two years, evaluation of that information will be made at the next biennial evaluation.

The forest plan monitoring program consists of relevant questions and associated indicators. An indicator is something that can be measured, observed, or described and, when observed over time, may show

trends. Monitoring questions and associated indicators are designed to inform the management of resources on the plan area, including by testing relevant assumptions, tracking relevant changes, and measuring management effectiveness.

Monitoring questions and indicators measure forest plan management effectiveness and assess progress toward achieving or maintaining the forest plan desired conditions and objectives; but, every plan component does not have a corresponding monitoring question. Monitoring in the plan is focused on priority management questions and related core information. The plan monitoring program does not include all monitoring conducted by the forest or the region. For example, much resource monitoring will not be included in the plan monitoring program. Project and activity monitoring is not included in the plan monitoring program, although information collected with such monitoring may inform the plan monitoring program and adaptive management of the plan.

The monitoring program contains one or more monitoring questions and associated indicators addressing each of the following topics:

- The status of select watershed conditions.
- The status of select ecological conditions including key characteristics of terrestrial and aquatic ecosystems.
- The status of focal species to assess the ecological conditions required under the Code of Federal Regulations, specifically 36 CFR 219.9.
- The status of a select set of the ecological conditions required under 36 CFR 219.9 to contribute to the recovery of federally listed threatened and endangered species, conserve proposed and candidate species, and maintain a viable population of each species of conservation concern.
- The status of visitor use, visitor satisfaction, and progress toward meeting recreation objectives.
- Measurable changes on the plan area related to climate change and other stressors that may be affecting the plan area.
- Progress toward meeting the desired conditions and objectives in the plan, including for providing multiple use opportunities.
- The effects of each management system to determine that they do not substantially and permanently impair the productivity of the land (16 U.S.C. 1604(g)(3)(C)).

Some monitoring questions and indictors may address more than one of these required topics. The entire monitoring program must be within the financial and technical capability of the forest, augmented by broader-scale monitoring by the Region and other monitoring with partners.

The preliminary draft monitoring program for the Inyo National Forest is presented below in a set of tables, each related to one of the eight required items listed above. For clarity, monitoring questions for terrestrial ecosystems and aquatic ecosystems are presented in separate tables. In the tables, each row represents a single monitoring question and associated indicators. Rows begin with selected desired conditions and objectives that lead to the monitoring question. Next, the monitoring question and associated indicators are listed. The desired conditions are generally complex statements that cannot be fully monitored. Therefore, the monitoring questions and indicators focus on some core aspect of the desired condition related to the required monitoring item that we are capable of monitoring. Monitoring questions and indicators that address more than one of the eight required items are repeated for each such item. Details of the plan monitoring program, including monitoring and analysis protocols, will be part of a separate monitoring guide.

Watershed Conditions

These monitoring questions and their associated indicators are related to water resources and watershed conditions in the plan area. The geographic scale may extend beyond the plan area and may include receiving areas for water that flows off the plan area.

Table 1. Monitoring questions and associated indicators that evaluate watershed conditions.

Selected Desired Condition and Objective or Other Plan Component	Monitoring Question	Associated Indicators
WTR-FW-DC-06 Watersheds are fully functioning and resilient; recover from natural and human disturbances at a rate appropriate with the capability of the site; and have a high degree of hydrologic connectivity laterally across the floodplain and valley bottom, and vertically between surface and subsurface flows. Physical (geomorphic, hydrologic) connectivity and associated surface processes, such as runoff, flooding, in-stream flow regime, erosion and sedimentation are maintained and restored. Watersheds provide important ecosystem services such as high quality water, recharge of streams and shallow groundwater, maintenance of riparian communities, and moderation of climate change and atmospheric deposition. Watersheds maintain long term soil productivity.	Is the condition of watersheds improving?	Watershed condition indicators from the Watershed Condition Framework[1].
WTR-FW-DC-02 Water quality is sustained at a level that retains the biological, physical, and chemical integrity of aquatic systems and benefits the survival, growth, reproduction and migration of native aquatic and riparian species.	Do aquatic benthic macroinvertebrate communities indicate stream ecosystem integrity is being maintained? (Same as aquatic ecosystems and focal species below)	Diversity; species composition; other indices of macroinvertebrate response to current conditions (e.g., Rivpacs score [O/E], index of biotic integrity [IBI], Ephemeroptera Plecoptera Trichoptera index [EPT]).

[1]The Watershed Condition Framework (WCF) is a comprehensive approach for classifying watershed condition, proactively implementing integrated restoration in priority watersheds on national forests and grasslands, and tracking and monitoring outcome-based program accomplishments for performance accountability.

Terrestrial Ecosystems

A select set of ecological conditions is monitored for terrestrial ecosystems. The monitoring questions and indicators are selected to measure the effectiveness of the plan to maintain or restore ecological conditions and key ecosystem characteristics of select terrestrial ecosystems. Key ecosystem characteristics are those associated with ecosystem composition, structure, function, and connectivity.

Table 2. Monitoring questions and associated indicators that evaluate ecological conditions for terrestrial ecosystems.

Selected Desired Condition and Objective or Other Plan Component	Monitoring Question	Associated Indicators
TERR-CES-DC-01 Complex early seral habitat created as a result of a disturbance (e.g., stand-replacing fire) contains dense patches of snags as well as habitat elements characteristic of natural succession (e.g., regenerating shrub cover and herbaceous understory) that are important to early seral forest-associated species. Large areas of shrubs are managed in locations where they represent the potential natural vegetation considering fire risks over time to adjacent vegetation and resources. Aspen and oak sprouts are well distributed in areas where they occur.	What is the amount and distribution of complex early seral habitat across large landscapes?	Patch size; patch density; and patch distribution.
TERR-UPPR-DC-01 At the landscape scale, the upper montane landscape is a heterogeneous mosaic of patches of red fir forests, lodgepole pine patches, Jeffrey pine woodlands, meadows and montane chaparral. Upper montane vegetation occurs in a complex mosaic of different densities, sizes, and species mixes across large landscapes that vary with topography, soils and snow accumulation. The composition, structure, and functions of vegetation make them resilient to fire, drought, insects and pathogens, and climate change. The mix of seral stage patches, and open versus closed canopied areas, varies by forest type as described in table 3. Large and old trees are common in most seral stages throughout the landscape in varying densities (see old forest section below).	What are the proportions and spatial distributions of seral stage patches and canopy cover areas for vegetation types across large landscapes?	Amount of seral stage patches by vegetation type at the landscape scale as shown in table 3: acres; and patch size distribution.
TERR-OLD-DC-03 Between 40 and 80 percent of the forested landscape contains old forest areas. Clumps and patches of old forests components such as old trees, snags, and large downed logs are irregularly distributed across the landscape and interspersed with younger tree stands, shrubs, meadows, other herbaceous vegetation and non-vegetated patches. TERR-OLD-DC-04 The number and density of old trees vary by	Is the proportion of the landscape with large trees and the density of large trees increasing?	Proportion of area with large trees; and number of large trees per acre averaged at the landscape scale.

Selected Desired Condition and Objective or Other Plan Component	Monitoring Question	Associated Indicators
topographic position and soil moisture. In general, more large and old trees are found in moister sites on lower slopes, bottoms, and north and east aspects, especially where soils are deeper. Large trees, used as a proxy for old trees, are well distributed, but are often clumpy. The densities vary by forest type as described in the forest plan. Trees greater than 40 inches in diameter represent the oldest trees, generally over 150 years old, and comprise a significant proportion of large and old trees. In many areas of high soil productivity, trees grow to large sizes (e.g., around 30 inches in diameter) in fewer than 100 years. On very low and low soil productivity sites, the oldest trees may be smaller in diameter. Sufficient numbers of younger trees are present to provide for recruitment of old trees over time.		
TERR-OAK-DC-01 Vigorous oak trees, snags, and down logs provide habitat for a variety of wildlife species. Black oak snags greater than 20 inches in diameter, and live oak trees with dead limbs, hollow boles and cavities provide shelter, resting and nesting habitat. Acorns are plentiful and provide food for wildlife and are collected for traditional cultural uses.	Are black oak populations stable or increasing?	Oak spatial extent; basal area; density; regeneration; and tree health (e.g., mortality rates, insects, etc.).
TERR-MJF-DC-01 At the landscape scale, the Jeffrey pine type is part of a heterogeneous mosaic of shrublands, grasslands or other forest types. Forests are dominated by Jeffrey pine trees and are generally open. Open-canopied stands dominate the landscape, with generally less than 10 percent of the area with more than 40 percent canopy cover. Open canopies allow tree regeneration of shade-intolerant Jeffrey pine.	Are Jeffrey pines increasing?	Pine relative density; basal area; average diameter at breast height; regeneration density; and health.

Table 3. Amount of seral stage patches (>10 acre) by vegetation type at the landscape scale (tens of thousands of acres).

Vegetation Type/Zone	Early Seral[1]	Small Tree[2]	Open Mature Forest[3]	Intermediate Mature Forest[4]	Dense Mature Forest[5]
Red Fir	5-20%	2-15%	20-70%	20-70%	10-40%
Wet Lodgepole Pine	5-20%	2-15%	5-20%	20-90%	20-90%
Dry Lodgepole Pine	5-20%	2-15%	50-80%	10-30%	0-30%

[1]Shrub, grass/herb, tree seedling/sapling.
[2]California Wildlife Habitat Relations vegetation classification (CWHR) 2 & 3.
[3]CWHR 4, 5, & 6; 10-40% tree cover.
[4]CWHR 4, 5, & 6; 40-60% tree cover.
[5]CWHR 4, 5, & 6; >60% tree cover.

Aquatic Ecosystems

A select set of ecological conditions are monitored for riparian and aquatic ecosystems. The monitoring questions and indicators are selected to measure the effectiveness of the plan to maintain or restore ecological conditions and key ecosystem characteristics of select riparian and aquatic ecosystems. Key ecosystem characteristics are those associated with ecosystem composition, structure, function, and connectivity.

Table 4. Monitoring questions and associated indicators that evaluate ecological conditions for aquatic and riparian ecosystems.

Selected Desired Condition and Objective or Other Plan Component	Monitoring Question	Associated Indicators
WTR-FW-DC-02 Water quality is sustained at a level that retains the biological, physical, and chemical integrity of aquatic systems and benefits the survival, growth, reproduction and migration of native aquatic and riparian species.	Do aquatic benthic macroinvertebrate communities indicate stream ecosystem integrity is being maintained? (Same as watershed condition above and focal species below)	Diversity; species composition; and other indices of macroinvertebrate response to current conditions (e.g., Rivpacs score [O/E], index of biotic integrity [IBI], Ephemeroptera Plecoptera Trichoptera index [EPT]).
RCA-MEAD-DC-05 Meadows are in mid to late seral condition, with substantive ground cover and a rich and diverse species composition. Meadows have high plant functional diversity and late successional functional types are represented. Perennial streams in meadows contain a diversity of age classes of hardwood shrubs along the stream bank, where the potential exists.	What is the ecological condition of meadows in selected grazed and ungrazed allotments?	Range condition class; species richness; species diversity; and plant functional groups.
RCA-MEAD-DC-05 Meadows are in mid to late seral condition, with substantive ground cover and a rich and diverse species composition. Meadows have high plant functional diversity and late successional functional types are represented. Perennial streams in meadows contain a diversity of age classes of hardwood shrubs along the stream bank, where the potential exists.	What is the status of streambank vegetation in selected grazed and ungrazed meadow perennial streams?	Range greenline monitoring: vegetation community types; presence of woody regeneration; and plant functional groups.
RCA-MEAD-DC-01 Meadows are hydrologically functional. Sites of accelerated erosion, such as gullies and headcuts are stabilized or recovering. Vegetation roots occur throughout the available soil profile. Meadows with perennial and intermittent streams have the following characteristics: (1) stream energy from high flows is dissipated, reducing erosion and improving water quality, (2) streams filter sediment and capture bedload, aiding floodplain development, (3) meadow conditions enhance floodwater retention and groundwater recharge, and (4) root masses stabilize stream banks against cutting action.	Do meadows have well-functioning streams and floodplains?	Undercut banks; down cut streams; headcuts; number and size of deep pools, glides, riffles; and woody vegetation along streams.

Focal Species

Focal species are indicators of ecological integrity, and they provide insight into the integrity of ecological systems on which they depend or that they influence. Monitoring the status of these species provides meaningful information about the effectiveness of the plan in maintaining or restoring the ecological system. Focal species may be selected on the basis of their functional role in ecosystems.

Table 5. Monitoring questions and associated indicators that evaluate the status of focal species.

Selected Desired Condition and Objective or Other Plan Component	Monitoring Question	Associated Indicators
Focal species is cheatgrass and red brome for the following ecosystems and desired conditions: TERR-SAGE-DC-01 The sagebrush type has a diversity of age classes, stand structure, cover classes and understory composition. TERR-SAGE-DC-02 Sagebrush ecosystems are resilient to fire, disturbances (e.g., grazing, recreation), invasive species (including cheatgrass) and climate change. TERR-PINY-DC-01 Pinyon-juniper types have a mosaic of trees and open areas that provide wildlife habitat, contribute to functional soils, and are resilient to disturbances such as fire, invasive species and climate change.	Is the abundance of Cheatgrass and red brome (non-native *Bromus* spp.) changing over time? (Same as ecological conditions for sage-grouse, at-risk species below)	Spatial extent (acres); and cover (%).
Focal species is benthic macroinvertebrate communities for stream ecosystems and the following desired conditions: WTR-FW-DC-02 Water quality is sustained at a level that retains the biological, physical, and chemical integrity of aquatic systems and benefits the survival, growth, reproduction and migration of native aquatic and riparian species. RCA-RIV-DC-01 Stream ecosystems, riparian corridors and associated stream courses sustain ecosystem structure; are resilient to natural disturbances (e.g., flooding); and climate change; promote the natural movement of water, sediment and woody debris; and provide habitat for native aquatic species or desirable non-native species.	Do aquatic benthic macroinvertebrate communities indicate stream ecosystem integrity is being maintained?	Diversity; species composition; and other indices of macroinvertebrate response to current conditions (e.g., Rivpacs score [O/E], index of biotic integrity [IBI], Ephemeroptera Plecoptera Trichoptera index [EPT]).

Ecological Conditions for At-risk Species

For select at-risk species, a select set of ecological conditions, including habitat, is monitored. The selected ecological conditions are necessary to provide for diversity of plant and animal communities and contribute to the recovery of, conserve, or maintain the viability of at risk species within the plan area. At-risk species include federally recognized threatened, endangered, proposed, and candidate species plus the species of conservation concern identified for the forest. Only a select set of ecological conditions is monitored for select at-risk species and may include characteristics at both the ecosystem and species-specific levels of terrestrial, riparian, or aquatic ecosystems.

Table 6. Monitoring questions and associated indicators that evaluate ecological conditions for select at-risk species.

Selected Desired Condition and Objective or Other Plan Component	Monitoring Question	Associated Indicators
TERR-SH-DC-01 The integrity of special habitats is maintained or improved. Composition, diversity and structure are maintained in all areas, including those with multiple use activities (e.g. recreation, grazing, mining, and timber harvest).	Is the integrity of special habitats (e.g. pumice flats, limestone or serpentine soils, fens) for at-risk plants being maintained or improved over time?	Special habitat extent (acres) and health (e.g., species composition, hydrologic function, grazing utilization).
MA-CAR-DC-02 Streams in critical aquatic refuges (CARs) have vegetation and channel bank characteristics that are properly functioning or functioning at-risk with an upward trend. These ratings are made in relation to the current potential of the stream system. If the current potential is different from historic potential, assess what restoration measures are required to attain historic potential and what ecological thresholds need to be crossed to attain the historic potential.	Do streams in selected grazed and ungrazed meadows and grasslands have vegetation and channel bank conditions within the natural range of variability?	Range greenline monitoring: vegetation community types, and presence of woody regeneration.
SPEC-FW-DC-02 Habitats for at-risk species support self-sustaining populations within the inherent capabilities of the plan area. Ecological conditions provide habitat conditions that contribute to the survival and recovery of listed species, contribute to the delisting of species under the Endangered Species Act, preclude the need for listing new species, improve conditions for species of conservation concern and sustain both common and uncommon native species.	Do stream temperatures support persistence of California golden trout, Lahontan cutthroat trout, and Paiute cutthroat trout? (Same as climate change and other stressors below)	Maximum summer stream temperature; average daily stream temperatures; maximum daily average stream temperature during summer and fall for fall spawners; and maximum and minimum winter stream temperatures.
Greater Sage-Grouse (*Centrocercus urophasianus*) SPEC-SG-DC-06 The extent and dominance of non-native annual grass species, such as cheatgrass and other noxious weeds is limited and does not lead toward reduction in the suitability of sage-grouse habitat.	Is the abundance of Cheatgrass and red brome (non-native *Bromus* spp.), changing over time? (Same as focal species above)	Spatial extent (acres); and cover (%).

Visitor Use, Visitor Satisfaction, and Progress toward Meeting Recreation Objectives

The plan monitoring program includes monitoring questions and associated indicators that address the status of visitor use, visitor satisfaction, and progress toward meeting recreation objectives.

Table 7. Monitoring questions and associated indicators that evaluate visitor use, visitor satisfaction, and progress toward meeting recreation objectives.

Selected Desired Condition and Objective or Other Plan Component	Monitoring Question	Associated Indicators
Visitor Use REC-FW-DC-04 Visitors connect with nature, culture, and history through a full range of inclusive and sustainable outdoor recreation opportunities.	Do visitors engage in selected activities that focus on natural and cultural resources?	Percentage of visitors participating in viewing natural features, hiking or walking, viewing wildlife, visiting historic sites, nature study, and backpacking.
Visitor Satisfaction REC-FW-DC-03 Recreation opportunities on land, water and in the air provide a high level of visitor satisfaction and safety. Recreation opportunities are ecologically, socially, and economically sustainable. Agency resources focus on supporting the forest's recreation distinctive roles and contributions.	What level of satisfaction do visitors express for developed facilities, access, services, and perception of safety?	Percent meets expectations (PME) measure for developed facilities, access, services, and perception of safety.
Recreation Objective REC-FW-DC-02 Recreation settings are capable of adapting to changing conditions and support social, ecological, and economic sustainability on the forest and in surrounding communities.	How much money is spent in a year by non-local visitors within the local area on lodging, restaurant meals, groceries, gas and oil, and activities?	Total spending by non-local visitors (whose home is at least 50 miles from the forest) within the local area (within 50 miles of the forest) on lodging, restaurant meals, groceries, gas and oil, and activities.
Recreation Objective REC-FW-OBJ-03 Within 10 years of plan approval, increase the trail miles meeting National Trail Quality Standards by 50-100 miles.	How many trail miles meet National Trail Quality Standards?	Miles of trail meeting National Trail Quality Standards.
Recreation Objective SCEN-FW-DC-01 A variety of ecologically sound, resilient and visually appealing forest landscapes sustain scenic character, supporting the forest's distinctive roles and contributions in ways that contribute to visitors' sense of place and connection with nature.	What level of satisfaction do visitors express for scenery associated with day-use developed sites, overnight developed sites, undeveloped areas, and wilderness?	Percent meets expectations (PME) measure for scenery associated with day-use developed sites, overnight developed sites, undeveloped areas, and wilderness.

Climate Change and Other Stressors

The plan monitoring program includes monitoring questions and associated indicators to determine whether there are measurable changes on the plan area resulting from climate change and other stressors.

Table 8. Monitoring questions and associated indicators that measure changes on the plan area resulting from climate change and other stressors.

Selected Desired Condition and Objective or Other Plan Component	Monitoring Question	Associated Indicators
TERR-ALPN-DC-03 Subalpine woodlands and alpine ecosystems are resilient to insects, diseases, fire, wind and climate change. High-elevation white pines (e.g., whitebark pine and foxtail pine) are healthy and vigorous, with a low incidence of white pine blister rust, and resilient to moisture stress and drought. White pine blister rust-resistant trees are regenerating and populations of high elevation white pines have the potential to expand above the tree line. TERR-RFIR-DC-01 At the landscape scale, the red fir forest type is part of a heterogeneous mosaic of tree species and vegetation structure (tree density, size, age and shrub cover), with patches of Jeffrey pine, meadows and montane chaparral. It is dominated by red fir trees, with varying amounts of white fir, Jeffrey pine, western white pine, sugar pine, lodgepole pine and mountain hemlock.	Are high-elevation white pines and red fir being sustained or increasing across the landscape with climate change?	Extent by forest type (acres); tree mortality (%); incidence of insects and pathogens (e.g., white pine blister rust) (%); tree regeneration (no./acre); and extent of tree mortality (acres).
RCA-RIV-DC-01 Stream ecosystems, riparian corridors and associated stream courses sustain ecosystem structure; are resilient to natural disturbances (e.g., flooding); and climate change; promote the natural movement of water, sediment and woody debris; and provide habitat for native aquatic species or desirable non-native species.	Do stream temperatures support persistence of California golden trout, Lahontan cutthroat trout, and Paiute cutthroat trout? (Same as at-risk species above)	Maximum summer stream temperature; average daily stream temperatures; maximum daily average stream temperature during summer and fall for fall spawners; and maximum and minimum winter stream temperatures.
FIRE-FW-DC-03 Wildland fires burn with a range of intensity, severity and frequency that allows ecosystems to function in a healthy and sustainable manner. Wildland fire is a necessary process integral to the sustainability of the forest's fire-adapted ecosystems.	Are wildfires managed for resource objectives meeting the desired range of conditions within forested landscapes?	Fire severity; proportion high fire severity; fire severity index (FSI); and mean and maximum high severity patch size.
FIRE-FW-DC-03 Wildland fires burn with a range of intensity, severity and frequency that allows ecosystems to function in a healthy and sustainable manner. Wildland fire is a necessary process integral to the sustainability of the forest's fire-adapted ecosystems.	Are natural fire regimes within terrestrial ecosystems becoming less departed from the desired conditions and the natural range of variation?	Fire return interval departure.

Selected Desired Condition and Objective or Other Plan Component	Monitoring Question	Associated Indicators
TERR-UPPR-DC-02 At the landscape scale, fire is a key ecological process restoring and maintaining patchy fuel loads, and increasing heterogeneity and understory plant vigor. Fires occur irregularly, generally every 15 to 40 years. Fires in this vegetation type burn with low, moderate or mixed severity with patches of very high severity (greater than 90 percent basal area mortality) minimal, rarely greater than 300 acres in size. The proportion of areas burned at high severity within a fire is generally less than 10-15 percent. Due to existing high levels of fuels and weather variability, greater proportions of areas burned at high severity, up to 50 percent with some patches of high severity up to 1,000 acres, may be unavoidable during large landscape prescribed fires or wildland fire managed primarily to meet resource objectives.		
FIRE-FW-DC-03 Wildland fires burn with a range of intensity, severity and frequency that allows ecosystems to function in a healthy and sustainable manner. Wildland fire is a necessary process integral to the sustainability of the forest's fire-adapted ecosystems. TERR-UPPR-DC-02 At the landscape scale, fire is a key ecological process restoring and maintaining patchy fuel loads, and increasing heterogeneity and understory plant vigor. Fires occur irregularly, generally every 15 to 40 years. Fires in this vegetation type burn with low, moderate or mixed severity with patches of very high severity (greater than 90 percent basal area mortality) minimal, rarely greater than 300 acres in size. The proportion of areas burned at high severity within a fire is generally less than 10-15 percent. Due to existing high levels of fuels and weather variability, greater proportions of areas burned at high severity, up to 50 percent with some patches of high severity up to 1,000 acres, may be unavoidable during large landscape prescribed fires or wildland fire managed primarily to meet resource objectives.	Are wildfires becoming larger, more frequent, and more severe with warming climate conditions?	Fire return interval departure; fire severity; proportion high fire severity; fire severity index; mean and maximum high severity patch size; and total fire size.

Desired Conditions, Including Social, Cultural, and Economic Sustainability

Progress toward meeting desired conditions, objectives, or other plan components that do not fall under one of the other eight required items are included in the monitoring program. Specifically, the plan monitoring program must contain one or more questions and associated indicators addressing the plan contributions to communities, social and economic sustainability of communities, multiple use management in the plan area, or progress toward meeting the desired conditions and objectives related to social and economic sustainability.

Table 9. Monitoring questions and associated indicators that evaluate progress toward meeting desired conditions not addressed elsewhere in the monitoring program, particularly those related to social and economic sustainability of communities.

Selected Desired Condition and Objective or Other Plan Component	Monitoring Question	Associated Indicators
LOC-FW-DC-03 Forest uses such as recreation, forest products, mining and grazing are provided in an ecologically sustainable way that also contributes to economic and social sustainability in local communities.	What are the economic conditions in local communities that could affect the impact of forest contributions to local economies?	Economic health: unemployment (%); household earnings; per-capita income; and source of income (%). Economic diversity: employment diversity index; employment projections by occupation (% change); number of local businesses, employees, and average salaries in forest related sectors. Local fiscal conditions: forest land use receipts; timber yield tax revenue ($); transient lodging tax revenue ($); visitor spending contribution to county sales tax; and PILT and FFR/SRS payments to counties ($).
LOC-FW-DC-03 Forest uses such as recreation, forest products, mining and grazing are provided in an ecologically sustainable way that also contributes to economic and social sustainability in local communities.	What economic contributions are forest-based recreation, forest products, mining and grazing making to local communities?	Conditions in forest based sectors: forest-related sector employment (jobs); forest-related sector wages (annual salary); and employment and earnings from travel and tourism (by county). Forest contributions: units of commodities provided; value of contributions of commodities to local economies; contributions of USDA FS employees; and ratio of annual local contracted value to annual total contracted value.

Productivity of the Land

This monitoring requirement comes from the NFMA requirement that there be research regarding the effects of timber management systems on the productivity of the land, and that such research is to be based on continuous monitoring and assessment in the field. Monitoring is focused on key ecosystem characteristics related to soils and soil productivity.

Table 10. Monitoring questions and associated indicators that evaluate soils and soil productivity.

Selected Desired Condition and Objective or Other Plan Component	Monitoring Question	Associated Indicators
WTR-FW-DC-07 Soil and vegetation functions in upland and riparian areas are sustained and resilient. Healthy soils provide the base for resilient landscapes, provide nutritive forage for browsing and grazing animals, and support timber production. Healthy upland and riparian areas support healthy fish and wildlife populations, enhance recreation opportunities, and maintain water quality. TERR-FW-DC-08 The landscape sustainably provides a variety of benefits that improve peoples' economic, social and physical wellbeing, such as: clean water; forest products; livestock forage; carbon sequestration and storage stability; energy generation; recreational opportunities; landscapes with scenic character and scenic integrity; cultural uses; and biodiversity in the forest. Vegetation provides sustainable amounts of forest products, such as: wood fiber; biomass; forage; firewood; edible and medicinal plants; boughs, bark, berries and cones for commercial, tribal, personal, educational and scientific uses. These products are provided while sustaining soil and water quality and productivity. Vegetation conditions support the long-term sustainability of these benefits to people by reducing the risk of undesirable fire effects, disease and mortality, which interrupt and eliminate forest benefits.	Is soil quality being maintained such that productivity of the land is not substantially or permanently impaired?	Soil stability; surface organic matter; soil organic matter, soil strength, soil structure; and macro-porosity.

Sierra Cascades Dialog Sessions

REGISTER for Sacramento

Registration is $29 to attend and includes lunch

Who should attend?

- County and Local Governments
- Environmental Organizations
- Fire Safe Councils
- Industry
- Land Managers
- Private Landowners
- Recreation Users
- Rural Communities
- Scientists
- State/Federal Government (including Forest Service Staff)
- Tribes
- Water Agencies
- Youth

All meetings are open to the public and all are welcome to participate.

Dialog Website

Oct. 15

Dialog 15

Planning Tomorrow's Forests Today: Pacific Crest Trail, Wilderness, Wild and Scenic Rivers, and Species of Conservation Concern

Thursday, October 15, 2015
9:00 a.m. - 4:30 p.m.

Sacramento Location: Lions Gate Hotel
3410 Westover Street, McClellan, CA 95652
REGISTER: *Please Visit the Online Registration Page*

Bishop, California, Satellite Location:
Inyo National Forest Supervisor's Office
351 Pacu Lane, Bishop, CA 93514
RSVP: *Please email or call Deb Schweizer at (760)-873-2427*

Please join us for the next in a series of Dialogs to discuss critical issues that affect the Sierra Nevada, the Cascades, and the people who live, work, and recreate there. Participants are invited to consider the future, specifically the management of national forests, and gain an understanding of different perspectives.

Participants will explore key questions about how national forests revise their land management plans under the new requirements of the 2012 Planning Rule. We will focus on four important elements of forest planning:

- Managing the Pacific Crest National Scenic Trail on national forests in California
- Wild and Scenic Rivers study requirements under the 2012 Planning Rule
- Wilderness identification and evaluation under the 2012 Planning Rule
- Species of Conservation Concern in forest plan revisions

The insights and ideas shared in the Dialog will inform the long-term planning and decision making regarding our forests' sustainability. Come learn about other communities and stakeholders; come lend your voice to the conversation.

Future Dialog Topics: Water Resources| All Lands Approach to Fire Protection and Ecological Restoration | Utilization of Wood Waste for Multiple Benefits | Effective Monitoring | Changing Climate

Questions? **Contact Deb Whitall, USDA Forest Service; dwhitall@fs.fed.us| Phone: 707-562-8823**

We look forward to your participation as the Forest Service continues to work to sustain the health, diversity and productivity of the forests and grasslands to meet the needs of present and future generations in Region5.

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: October 6, 2015

SUBJECT: Olancha-Cartago Four-Lane Project Draft Environmental Impact Report

DEPARTMENTAL RECOMMENDATIONS:
Request discussion of the draft environmental document for the Olancha-Cartago Four-Lane Project; and approve a letter of comment on the Draft Environmental Impact Report and Environmental Assessment for the project, and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

A draft letter of comment is attached for your Board's consideration.

ALTERNATIVES:
1) The Board could give specific direction to staff to revise the draft comment letter
2) The Board could choose to not send the comment letter.

OTHER AGENCY INVOLVEMENT:
Caltrans District 6 Environmental Analysis Branch – environmental review
Caltrans District 9 – project management
California Transportation Commission – funding

FINANCING:
Time to complete this staff report is funded out of the Inyo County Local Transportation Commission Overall Work Program.

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 9/29/15

October 6, 2015

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

Dear Ms. Helton:

This letter is in response to the Draft Environmental Impact Report for the Olancha Cartago Four Lane project. Issues of particular concern to Inyo County are community character in both Olancha and Cartago, economic impacts to the communities and to the rural lifestyle of the County, the herding of cattle from pastures east of US Highway 395 to the summer pastures in the Southern Sierra, continued access for area residents, access to recreational facilities for locals and the public, maintaining rapid response by public safety personnel and first responders to the roadway, increased noise created by higher speed limits and the highway being located closer to residents, project cost, and the expense resulting from the possible relinquishment of portions of the current alignment of US Highway 395. The County encourages Caltrans to take these factors into account when choosing the project alternative.

Should Caltrans choose an alternative that includes a bypass such as the preferred alternative, the County would like to see the following mitigation measures implemented for the project:

- Sound walls on the east side of the proposed bypass in the area adjacent to Lacey Lane and close to residential properties on the west side of US 395 in Cartago. This area is a very quiet rural residential area and speeds on the new roadway could create a significant impact to the rural lifestyle. The sound analysis for the Draft EIR was not completed for the preferred alternative. One location where the preferred alternative is different than the other alternatives is where the four-lane highway would peel off from Cartago. Here the Preferred Alternative is further east than Alternative 4. Additionally, it would appear that as the Preferred Alternative passes through Cartago, it is shifted substantially to the West toward Pine Street as compared to the alignment contemplated in Alternative 3. It is not clear that the sound analysis conducted for the Draft EIR included the analysis of these route shifts. Please revisit this analysis.
- Consider the creation of a rest stop inside of Olancha. This will encourage some visitors to come into town and access existing businesses.
- Consult with local ranchers to ensure that they have a viable way for their cattle to cross US 395 safely when going to and from their summer pastures.
  Consult with emergency providers (Olancha Community Services District, Sheriff, CHP) and area residents to make sure that there is a quick route to the middle of the proposed four-lane.
- A commitment to high quality, long term signage for businesses that are bypassed to reduce impacts from the realignment.
- Implement or fund paving improvements for connector roads to minimize isolation and maintain economic viability of the Olancha and Cartago communities.
- Use mitigation funds to enhance the wildlife viewing area near Cartago Creek Canyon
- Encourage Caltrans consider a land exchange with the Bureau of Land Management or City of Los Angeles Department of Water and Power in support of Inyo County General Plan policy GOV-3.1 for "no net loss of private land"

We appreciate the opportunity to comment in this Environmental Document and look forward working with Caltrans to create the best possible project for our local citizens and the travelling public.

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

Sincerely,

Matt Kingsley, Chair
Inyo County Board of Supervisors

Cc: Brent Green, Caltrans District 9 Director
Cedrik Zemitis, Caltrans District 9 Project Manager

For Clerk's Use Only:
AGENDA NUMBER
31

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

■ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Public Works

FOR THE BOARD MEETING OF: October 6, 2015

SUBJECT: Lease Agreement between the County of Inyo and Connie and Michael Layne Trust for the property located at 162 Grove Street, Bishop.

DEPARTMENTAL RECOMMENDATION:
Request Board ratify approve the Lease Agreement between the County of Inyo and Connie and Michael Layne Trust for the real property described as 162 Grove Street, Bishop, CA for the initial period of July 1, 2015 through June 30, 2016, with two one-year options to extend, at the rate of $6,284.25 per month, with a maximum 5% increase for subsequent yearly terms if extended, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon appropriate signatures being obtained.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
This lease provides office space for Inyo County Health and Human Services Programs located in Bishop. Social Services, Behavioral Health and Health divisions all have programs provided in this building.

ALTERNATIVES:
The alternative would be to find another location. No other office space that would serve the current needs has been identified at this time.

OTHER AGENCY INVOLVEMENT:
The programs located in this location have regular and numerous interactions with a variety of community-based programs.

FINANCING:
State, Federal and Realignment funds. Funding for payment of this lease is spread throughout all budgets whose programs are located in this facility, such as Social Services, and Behavioral Health Budgets. The proper amounts will be budgeted in the appropriate budgets under rent. No County General Fund.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: Yes Date 8/25/15
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 8/27/2015
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: N/A Date

DEPARTMENT HEAD SIGNATURE: Date: 8/26/15
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

LEASE AGREEMENT
BY AND BETWEEN THE COUNTY OF INYO AND
Connie and Michael Layne Trust

THIS LEASE AGREEMENT, made and entered into this 1st day of _____, by and between Connie and Michael Layne Trust, hereinafter referred to as "Lessor," and the County of Inyo, a political subdivision of the State of California, hereinafter referred to as "County," whereby the parties hereto agree as follows:

WITNESSETH:

SECTION ONE. ADMINISTRATION.

This Lease Agreement, hereinafter referred to as "Lease," shall be administered on behalf of the County by Shannon Williams, whose title is: Deputy Public Works Director, hereinafter referred to as "County's Lease Administrator," and on behalf of Lessor by Michael Layne Trustees.

SECTION TWO. DESCRIPTION.

Lessor hereby leases to County that real property described as The office building located at 162 Grove Street Bishop, California 93514.

Said real property, hereinafter referred to as "leased premises," is leased on the terms and conditions hereafter set forth.

SECTION THREE. PARKING.

County shall have reasonable non-exclusive use of the parking areas located North and East side of the Building in common with other tenants and occupants of the leased premises, together with the right of reasonable ingress and egress to the leased premises parking area.

SECTION FOUR. INITIAL TERM AND OPTIONS.

The initial term of this Lease is for One Year, commencing on _____ and terminating on June 30, 2016. In addition, County shall have two options to extend the Lease for additional one-year periods as follows:

a. From July 1, 2016 through June 30, 2017
b. From July 1, 2017 through June 30, 2018

County shall exercise such options by giving written notice to Lessor at least thirty (30) days before the expiration of the Lease Term, or an extension thereof.

The notice shall specify the period of the options being exercised. Except as provided for in Section Seven (Rent), the option to extend shall be upon the same terms and conditions as stated in this Lease.

The County shall not be liable for any rent until such time as County occupies the leased premises.

SECTION FIVE . EARLY TERMINATION.

The ability of County to enter into this Lease is based upon available funding from various sources such as, without limitation, grants or other appropriations from other governmental entities. This Lease may be terminated by County at its sole discretion by first giving to Lessor no less than sixty (60) day written notice in the event that, for reasons not reasonably within County's control, such funding from one or more of such sources fails, is reduced, or is otherwise modified in such a manner as to render all or part of the funding unavailable for payment of rent pursuant to this Lease.

SECTION SIX. HOLDING OVER.

Any holding over at the expiration of said term, or extensions thereof, with the consent of Lessor, either expressed or implied, shall be construed to be a tenancy from month to month at the same rental as paid for the last month of the lease period, and shall be otherwise upon the same terms and conditions as are herein provided. Such holding over shall include any time required by County to remove its equipment and fixtures.

SECTION SEVEN. RENT.

The rent reserved to Lessor herein shall be the sum of Six Thousand Two Hundred Eighty Four and 25/100********** Dollars ($6,284.25) per month and shall be paid in arrears, which means by the first of the month next following the month on which such rental was earned.

In the event the County exercises its option to extend for any or all of the one-year periods, the rent for such option period may increase as agreed upon by Lessor and County, but not to exceed an increase in excess of five percent (5%) of the rent for the previous Lease period.

SECTION EIGHT. PRORATED RENT.

The County shall not be liable for rent until such time as County occupies the leased premises. The rent shall be prorated daily for the number of days that the building is occupied by County in its initial occupancy, if less than a full month, and in holding over pursuant to Section Six (Holding Over).

SECTION NINE. USE.

It is the intention of the County to occupy and use the leased premises for County/Governmental uses. County may use leased premises for other governmental uses, but such uses are subject to approval of the Lessor, which approval shall not unreasonably be withheld.

SECTION TEN. HOURS.

County shall have access to the leased premises at any time on a twenty-four hour per day, seven-day per week basis.

SECTION ELEVEN. ALTERATIONS AND IMPROVEMENTS.

County may make alterations and/or additions to the leased premises. However, any additions, improvements or alterations permanently made or affixed to the leased premises shall be made only with Lessor's written approval. All equipment and non-permanent fixtures installed by County shall remain the property of the County and may be removed by County upon termination of this Lease or any extension thereof. Any damage occasioned by such installation and/or removal shall be repaired by County. All other fixtures, additions, alterations and improvements made by the County to the Leased premises shall become property of Lessor upon termination of this Lease or any extension thereof.

SECTION TWELVE. UTILITIES.

Lessor shall provide and pay for the following utilities: None. County shall provide and pay for the following utilities: water, sewer and electricity.

SECTION THIRTEEN. JANITORIAL SERVICE AND TRASH REMOVAL.

The County shall furnish at its sole expense janitorial and trash removal services which may be required on the leased premises, not less than once weekly weekly. Such services shall be provided at the level necessary to maintain the leased premises in a clean and orderly condition.

SECTION FOURTEEN. MAINTENANCE.

Lessor shall, at Lessor's own expense, keep and maintain the entire leased premises, both interior and exterior (including, but not limited to, landscaping, sidewalks, parking lots, and all mechanical, cooling, heating, plumbing, and ventilating equipment, if any), in good order, condition, and repair. Lessor shall make repairs required under this clause within a reasonable time after receipt of written notice of the need of such repairs.

SECTION FIFTEEN. SIGNS.

County may erect signs necessary to identify County's occupancy of the leased premises during the term hereunder. The County shall forward to Lessor the proposed design for said signs prior to placing said signs on the leased premises. County shall not place the proposed signs on the leased premises until Lessor has given Lessor's consent to the proposed signs. Lessor shall not unreasonably withhold said consent. Signs shall be removed by County at the termination of this Lease.

SECTION SIXTEEN. FORCE MAJEURE.

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by act of God, restrictive governmental laws or regulations, strikes, civil disorders, or other causes not involving the fault, and beyond the control, of the party obligated (financial inability excepted), performance of such act shall be waived for the period of the delay; and the period for the performance of any such act shall be extended for the equivalent amount of time as the period of such delay. However, nothing in this clause shall excuse the County from the payment of any rental or other charge required of County, except as may be expressly provided elsewhere in this Lease.

SECTION SEVENTEEN. WASTE.

County shall give prompt notice to Lessor of any damages to the leased premises and shall not commit, or suffer to be committed, any waste or injury, or allow any public or private nuisance on the leased premises.

SECTION EIGHTEEN. DAMAGE OR DESTRUCTION.

In the event that the leased premises shall be substantially damaged by any cause during the term of this Lease or extension thereof, other than through the fault or neglect of County, to such an extent that the leased premises cannot be repaired in ninety (90) days, this Lease may be terminated by either party at its option by giving written notice of intention to the other party within thirty (30) days following said destruction; if this Lease is not so terminated, County shall not be liable for any rent until repairs have been

made or reconstruction completed by Lessor, so that the leased premises are again ready for occupancy. If the leased premises are substantially damaged or destroyed through the sole fault or negligence of County, its officers, or employees, this Lease may not be terminated by County, and it shall be the obligation of County, at its sole expense, to reconstruct or repair said leased premises.

SECTION NINETEEN. HOLD HARMLESS.

County shall not be liable to Lessor for any damage to the leased premises or for any loss, damage, or injury to any persons or property therein or thereon caused by the leased premises being out of repair, or by defects in the leased premises, including any access roads, ramps, or stairways thereof, or occurring in any means of entrance to or exit therefrom, or in the Lessor's or other occupant's equipment contained therein; or criminal acts of third parties or fire, water, gas, oil, electricity, or other causes of whatsoever nature; or occasioned by bursting, leakage, or overflow of any plumbing or any other pipes, tanks, drains, or washstands, or other similar causes in, above, upon, or about the leased premises; nor shall County be liable for any loss, damage, or injury arising from the acts or omissions of Lessor, its officers, agents, or employees, or co-tenants, or any owners or occupants of adjacent or contiguous property. Any and all claims for any damages referred to in this clause are hereby waived by Lessor, who agrees, to the extent authorized by law, to defend, indemnify, and hold harmless the County from and against any and all losses, liabilities, claims, damages, and actions of any kind or nature, including court costs and attorney fees, arising from acts or omissions identified immediately above for which the County shall not be liable. County shall, to the extent authorized by law, defend, indemnify, and hold harmless Lessor from and against the same, which is occasioned by, growing out of, arising, or resulting from any willful or negligent act or omission on the part of County, its officers, employees, or agents.

SECTION TWENTY. RIGHT OF ENTRY.

Lessor reserves the right to enter at all reasonable times upon any part of the leased premises, to inspect and examine the same, or to see that the covenants of this Lease are being kept and performed.

SECTION TWENTY-ONE. QUIET POSSESSION.

The Lessor, for itself, its heirs, devisees, successors, or assigns, covenants and agrees that County, upon payment of the rental reserved and compliance with all the terms and conditions of this Lease, may lawfully, peacefully, and quietly have, hold, use, occupy, and enjoy the leased premises and each part thereof during the term of this Lease, or any extensions thereof, without hindrance or interruption by Lessor, its heirs, devisees, successors, or assigns. Lessor has and reserves the right at any reasonable time to enter upon the leased premises, to inspect said leased premises, or to perform any of the obligations imposed by this Lease, but in so entering shall conduct itself so as to minimally interfere with County's use and enjoyment of the leased premises.

SECTION TWENTY-TWO. NOTICE.

Any notice, communication, amendment, addition, or deletion to this Lease, including change of address of either party during the term of this Lease, which Lessor or County shall be required, or may desire, to make, shall be in writing and may be personally served upon, or sent by prepaid first class mail to, the respective parties as follows:

COUNTY

Public Works	Department
PO Drawer Q	Address
Independence, CA 93526	City and State

LESSOR

Connie and Michael Layne Trust	Name
192 E. Radcliffe Dr.	Address
Claremont, CA 91711	City and State

SECTION TWENTY-THREE. ASSIGNMENT AND SUBLEASE.

County agrees not to assign this Lease or sublet the leased premises in part, or encumber its leasehold estate, or any interest therein, or permit the same to be occupied by another, either voluntarily or by operation of law, without first obtaining written consent of Lessor or its duly authorized agent, which consent shall not be unreasonably withheld. Any such assignment or sublease shall not release County from liability hereunder, and any assignee or sublessee shall expressly assume all County's obligations hereunder. It is also agreed that the giving of a written consent required herein on any one or more occasions shall not thereafter operate as a waiver of the requirement for written consent on any one or more subsequent occasions.

SECTION TWENTY-FOUR. SUBORDINATION.

County agrees that this Lease shall be subject and subordinate to any mortgage, trust deed, or like encumbrance heretofore or hereafter placed upon the leased premises by Lessor or owner, or their successors in interest, to secure the payment of monies loaned, interest thereon, and other obligations. County agrees to execute and deliver, upon demand of Lessor, any and all instruments desired by Lessor subordinating in the manner requested by Lessor this Lease to such mortgage, trust deed, or like encumbrance.

Notwithstanding such subordination, County's right to quiet possession of the leased premises shall not be disturbed if County is not in default and so long as County shall pay the rent and observe and perform all of the provisions in this Lease, unless this Lease is otherwise terminated pursuant to its terms.

SECTION TWENTY-FIVE. MECHANIC'S LIEN.

County agrees to keep the leased premises free from all mechanic's liens or other liens of like nature arising because of work done or materials furnished upon the leased premises at the instance of, or on behalf of, County, provided however, that County can contest such lien provided it post an adequate bond therefore.

SECTION TWENTY-SIX. COMPLIANCE WITH LAW.

County shall, at its sole cost, comply with all the requirements of all Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to the use of leased premises, and shall faithfully observe and obey all Municipal ordinances, and State and Federal statutes, now in force, or which hereafter may be in force.

SECTION TWENTY-SEVEN. WAIVER.

It is agreed that any waiver by Lessor of any breach of any one or more of the covenants, conditions, or terms of this Lease shall not be construed to be a waiver of any subsequent breach of the same or different provision of the Lease; nor shall any failure on the part of the Lessor to require exact, full, complete, and explicit compliance with any of the covenants or conditions of this Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Lease be changed or altered in any way whatsoever other than by written amendment, signed by both parties.

SECTION TWENTY-EIGHT. DEFAULT.

In the event that Lessor or County shall default in any term or condition of this Lease, and shall fail to cure such default within thirty (30) days following service upon the defaulting party of a written notice of such default specifying the default or defaults complained of, or if the default cannot reasonably be cured within thirty (30) days, the defaulting party fails to commence curing the default within 30 days and thereafter to diligently and in good faith continue to cure the default, the complaining party may forthwith terminate this Lease by serving the defaulting party written notice of such termination.

SECTION TWENTY-NINE. INUREMENT.

The Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

SECTION THIRTY. ATTORNEY'S FEES AND COSTS.

In any legal proceeding initiated by a party to the Lease against the other party arising from or relating to the Lease or the use of the Leased Premises hereunder, the non-prevailing party shall pay all costs, including reasonable attorney's fees, incurred by the prevailing party in connection with the legal proceedings.

SECTION THIRTY-ONE. SEVERABILITY.

If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION THIRTY-TWO. TIME IS OF ESSENCE.

Time is expressly declared to be of the essence in this Lease and in all of the convenants and conditions herein.

SECTION THIRTY-THREE. ADDITIONAL TERMS AND CONDITIONS.

Additional terms and conditions of the Lease, if any, are set forth in the exhibits listed below, each of which is attached hereto and incorporated herein by this reference: N/A

SECTION THIRTY-FOUR. AMENDMENT.

The Lease may be amended only by a written document signed by all parties hereto.

SECTION THIRTY-FIVE. ENTIRE AGREEMENT.

The Lease contains the entire agreement between the parties hereto and supersedes all previous agreements between the parties with respect to the subject matter of the Lease.

SECTION THIRTY-SIX. CONSTRUCTION OF AGREEMENT.

Both Lessor and County have had the opportunity to and have participated in the drafting and final preparation of this Lease agreement. For that reason, the Lease itself, or any ambiguity contained therein, shall not be construed against either the Lessor or the County as the drafters of this document.

//// ////

LEASE AGREEMENT
BY AND BETWEEN THE COUNTY OF INYO AND
Connie and Michael Layne Trust

Initial Term of Lease:
_____ June 30, 2016

IN WITNESS THEREOF, the parties hereto have set their hands and seals this _____ day of _____.

LESSEE

County of Inyo

_____

By:_____
Chairperson, Board of Supervisors

Date:_____

LESSOR

_____
(Please Type or Print Name)

By:_____
(Signature)

Date:_____

Approved as to form and content:

_____
County's Lease Administrator

Approved as to form and legality:

_____
County Counsel

Approved as to accounting form and content:

_____
County Auditor

Approved as to insurance and risk management:

_____
County Risk Manager

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ■ Departmental ☐ Correspondence Action

☐ Public Hearing ☐ Schedule time for ☐ Closed Session ☐ Informational

For Clerk's Use Only:
AGENDA NUMBER 32

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 6, 2015

SUBJECT: Lease Agreement between the County of Inyo and The Core Trust for the rental of an Office Suite at 873 North Main Street

DEPARTMENTAL RECOMMENDATIONS:

1. Recommend your Board approve a facility Lease Agreement with the Core Trust for office space located at 873 North Main Street in Bishop, to accommodate County INET Offices in an amount not to exceed $2,091 per month for a term of three years beginning June 14, 2015 through June 15, 2018, with provision for optional one year extensions in years 2018-2019 and 2019-2020 with a corresponding 3% increase each time the option is exercised; and

2. Authorize the Chairperson to sign the agreement contingent upon obtaining the appropriate signatures and the Board's adoption of the 2015- 16 Budget and the Board's ability to fund the lease in future years.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:
The Core Trust previously leased the office suite located inside the Inyo-Mono Title Company Building at 873 North Main Street to the County from June 15, 2010 to June 14, 2013 with two one-year extension periods from June 15, 2013 to June 14, 2014 and June 15, 2014 to June 14, 2015, to be exercised at the County's option. The County entered into the lease on July 7, 2010, and exercised both options: the first on or about June 11, 2013, and the second on or about June 9, 2014. The lease expired on June 14, 2015. The County Sheriff's Department staff is still currently occupying the space. This would not be a new lease, simply different funding.

This facility Lease Agreement will provide the County an option with regard to the loss of other office space in the Bishop area. The terms of the lease include a cost of $.82 per square foot and the cost of utilities, which will run approximately 8% of the monthly billing for propane and $0.092 per square foot for electricity. Janitorial services will be provided by the County as well as trash pickup. Like the terms of the prior lease, the proposed lease also contain two one-year extension periods: the first from June 15, 2018 to June 14, 2019, and the second from June 15, 2019 to June 14, 2020. Both options are at the County's discretion.

ALTERNATIVES:
Your Board could choose not to approve the Lease Agreement for this facility and direct the Public Works Department to find an alternate site. This is not recommended, as the above location fits the criteria and needs of the Sheriff's Department and is reasonably priced.

OTHER AGENCY INVOLVEMENT:
The other agencies involved are the Sheriff's and Public Works Departments.

FINANCING:
Financing for this lease will be provided through the CALMET funding Budget 671413.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: Yes Date 9/9/15
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: yes Date 9/11/2015
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: Date

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 9/11/15

LEASE AGREEMENT
BY AND BETWEEN THE COUNTY OF INYO AND
JERRY M. CORE AND DEBORAH ANN CORE, TRUSTEES OF THE CORE TRUST DATED OCTOBER 5, 1993 AS TO AN UNDIVIDED 50% INTEREST AND MARY J. CORE, SUCCESSOR TRUSTEE OF THE CORE TRUST DATED SEPTEMBER 20, 1990 AS TO AN UNDIVIDED 50% INTEREST

THIS LEASE AGREEMENT, made and entered into this 15th day of June 2015, by and between The Core Trust, hereinafter referred to as "Lessor," and the County of Inyo, a political subdivision of the State of California, hereinafter referred to as "County," whereby the parties hereto agree as follows:

WITNESSETH:

SECTION ONE. ADMINISTRATION.

This Lease Agreement, hereinafter referred to as "Lease," shall be administered on behalf of the County by Shannon Williams, whose title is: Deputy Director of Public Works, hereinafter referred to as "County's Lease Administrator," and on behalf of Lessor by Jerry Core.

SECTION TWO. DESCRIPTION.

Lessor hereby leases to County that real property described as A 2550 square foot office suite located within the "Title Company Building" at 873 North Main Street, Bishop California 93514. The suite is located on the second floor on the northeast corner of the building.
Said real property, hereinafter referred to as "leased premises," is leased on the terms and conditions hereafter set forth.

SECTION THREE. PARKING.

County shall have reasonable non-exclusive use of the parking areas located adjacent to the office in common with other tenants and occupants of the leased premises, together with the right of reasonable ingress and egress to the leased premises parking area.

SECTION FOUR. INITIAL TERM AND OPTIONS.

The initial term of this Lease is for 36 months, commencing on June 15, 2015 and terminating on June 14, 2018. In addition, County shall have two options to extend the Lease for additional one-year periods as follows:

a. From June 15, 2018 through June 14, 2019
b. From June 15, 2019 through June 14, 2020

County shall exercise such options by giving written notice to Lessor at least thirty (30) days before the expiration of the Lease Term, or an extension thereof.

The notice shall specify the period of the options being exercised. Except as provided for in Section Seven (Rent), the option to extend shall be upon the same terms and conditions as stated in this Lease.

The County shall not be liable for any rent until such time as County occupies the leased premises.

SECTION FIVE . EARLY TERMINATION.

The ability of County to enter into this Lease is based upon available funding from various sources such as, without limitation, grants or other appropriations from other governmental entities. This Lease may be terminated by County at its sole discretion by first giving to Lessor no less than sixty (60) day written notice in the event that, for reasons not reasonably within County's control, such funding from one or more of such sources fails, is reduced, or is otherwise modified in such a manner as to render all or part of the funding unavailable for payment of rent pursuant to this Lease.

SECTION SIX. HOLDING OVER.

Any holding over at the expiration of said term, or extensions thereof, with the consent of Lessor, either expressed or implied, shall be construed to be a tenancy from month to month at the same rental as paid for the last month of the lease period, and shall be otherwise upon the same terms and conditions as are herein provided. Such holding over shall include any time required by County to remove its equipment and fixtures.

SECTION SEVEN. RENT.

The rent reserved to Lessor herein shall be the sum of Two Thousand Ninety-One Dollars ($2091.00) per month and shall be paid in arrears, which means by the first of the month next following the month on which such rental was earned.

In the event the County exercises its option to extend for any or all of the one-year periods, the rent for such option period may increase as agreed upon by Lessor and County, but not to exceed an increase in excess of Three percent percent (3 %) of the rent for the previous Lease period.

SECTION EIGHT. PRORATED RENT.

The County shall not be liable for rent until such time as County occupies the leased premises. The rent shall be prorated daily for the number of days that the building is occupied by County in its initial occupancy, if less than a full month, and in holding over pursuant to Section Six (Holding Over).

SECTION NINE. USE.

It is the intention of the County to occupy and use the leased premises for County Offices. County may use leased premises for other governmental uses, but such uses are subject to approval of the Lessor, which approval shall not unreasonably be withheld.

SECTION TEN. HOURS.

County shall have access to the leased premises at any time on a twenty-four hour per day, seven-day per week basis.

SECTION ELEVEN. ALTERATIONS AND IMPROVEMENTS.

County may make alterations and/or additions to the leased premises. However, any additions, improvements or alterations permanently made or affixed to the leased premises shall be made only with Lessor's written approval. All equipment and non-permanent fixtures installed by County shall remain the property of the County and may be removed by County upon termination of this Lease or any extension thereof. Any damage occasioned by such installation and/or removal shall be repaired by County. All other fixtures, additions, alterations and improvements made by the County to the Leased premises shall become property of Lessor upon termination of this Lease or any extension thereof.

SECTION TWELVE. UTILITIES.

Lessor shall provide and pay for the following utilities: Exterior lighting, Trash, Sewer and Water. County shall provide and pay for the following utilities: Propane (7.96875% of actual monthly billing for the building), Electricity (0.092/sq. ft x 2550 sq ft = $234.60).

SECTION THIRTEEN. JANITORIAL SERVICE AND TRASH REMOVAL.

County shall furnish at County's sole expense janitorial and trash removal services which may be required on the leased premises, not less than daily weekly. Such services shall be provided at the level necessary to maintain the leased premises in a clean and orderly condition.

SECTION FOURTEEN. MAINTENANCE.

Lessor shall, at Lessor's own expense, keep and maintain the entire leased premises, both interior and exterior (including, but not limited to, landscaping, sidewalks, parking lots, and all mechanical, cooling, heating, plumbing, and ventilating equipment, if any), in good order, condition, and repair. Lessor shall make repairs required under this clause within a reasonable time after receipt of written notice of the need of such repairs.

SECTION FIFTEEN. SIGNS.

County may erect signs necessary to identify County's occupancy of the leased premises during the term hereunder. The County shall forward to Lessor the proposed design for said signs prior to placing said signs on the leased premises. County shall not place the proposed signs on the leased premises until Lessor has given Lessor's consent to the proposed signs. Lessor shall not unreasonably withhold said consent. Signs shall be removed by County at the termination of this Lease.

SECTION SIXTEEN. FORCE MAJEURE.

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by act of God, restrictive governmental laws or regulations, strikes, civil disorders, or other causes not involving the fault, and beyond the control, of the party obligated (financial inability excepted), performance of such act shall be waived for the period of the delay; and the period for the performance of any such act shall be extended for the equivalent amount of time as the period of such delay. However, nothing in this clause shall excuse the County from the payment of any rental or other charge required of County, except as may be expressly provided elsewhere in this Lease.

SECTION SEVENTEEN. WASTE.

County shall give prompt notice to Lessor of any damages to the leased premises and shall not commit, or suffer to be committed, any waste or injury, or allow any public or private nuisance on the leased premises.

SECTION EIGHTEEN. DAMAGE OR DESTRUCTION.

In the event that the leased premises shall be substantially damaged by any cause during the term of this Lease or extension thereof, other than through the fault or neglect of County, to such an extent that the leased premises cannot be repaired in ninety (90) days, this Lease may be terminated by either party at its option by giving written notice of intention to the other party within thirty (30) days following said destruction; if this Lease is not so terminated, County shall not be liable for any rent until repairs have been

made or reconstruction completed by Lessor, so that the leased premises are again ready for occupancy. If the leased premises are substantially damaged or destroyed through the sole fault or negligence of County, its officers, or employees, this Lease may not be terminated by County, and it shall be the obligation of County, at its sole expense, to reconstruct or repair said leased premises.

SECTION NINETEEN. HOLD HARMLESS.

County shall not be liable to Lessor for any damage to the leased premises or for any loss, damage, or injury to any persons or property therein or thereon caused by the leased premises being out of repair, or by defects in the leased premises, including any access roads, ramps, or stairways thereof, or occurring in any means of entrance to or exit therefrom, or in the Lessor's or other occupant's equipment contained therein; or criminal acts of third parties or fire, water, gas, oil, electricity, or other causes of whatsoever nature; or occasioned by bursting, leakage, or overflow of any plumbing or any other pipes, tanks, drains, or washstands, or other similar causes in, above, upon, or about the leased premises; nor shall County be liable for any loss, damage, or injury arising from the acts or omissions of Lessor, its officers, agents, or employees, or co-tenants, or any owners or occupants of adjacent or contiguous property. Any and all claims for any damages referred to in this clause are hereby waived by Lessor, who agrees, to the extent authorized by law, to defend, indemnify, and hold harmless the County from and against any and all losses, liabilities, claims, damages, and actions of any kind or nature, including court costs and attorney fees, arising from acts or omissions identified immediately above for which the County shall not be liable. County shall, to the extent authorized by law, defend, indemnify, and hold harmless Lessor from and against the same, which is occasioned by, growing out of, arising, or resulting from any willful or negligent act or omission on the part of County, its officers, employees, or agents.

SECTION TWENTY. RIGHT OF ENTRY.

Lessor reserves the right to enter at all reasonable times upon any part of the leased premises, to inspect and examine the same, or to see that the covenants of this Lease are being kept and performed.

SECTION TWENTY-ONE. QUIET POSSESSION.

The Lessor, for itself, its heirs, devisees, successors, or assigns, covenants and agrees that County, upon payment of the rental reserved and compliance with all the terms and conditions of this Lease, may lawfully, peacefully, and quietly have, hold, use, occupy, and enjoy the leased premises and each part thereof during the term of this Lease, or any extensions thereof, without hindrance or interruption by Lessor, its heirs, devisees, successors, or assigns. Lessor has and reserves the right at any reasonable time to enter upon the leased premises, to inspect said leased premises, or to perform any of the obligations imposed by this Lease, but in so entering shall conduct itself so as to minimally interfere with County's use and enjoyment of the leased premises.

SECTION TWENTY-TWO. NOTICE.

Any notice, communication, amendment, addition, or deletion to this Lease, including change of address of either party during the term of this Lease, which Lessor or County shall be required, or may desire, to make, shall be in writing and may be personally served upon, or sent by prepaid first class mail to, the respective parties as follows:

COUNTY

Public Works	Department
PO Drawer Q	Address
Independence, Ca 93526	City and State

LESSOR

Core Trust	Name
216 S. Mountain View Road	Address
Bishop, Ca 93514	City and State

SECTION TWENTY-THREE. ASSIGNMENT AND SUBLEASE.

County agrees not to assign this Lease or sublet the leased premises in part, or encumber its leasehold estate, or any interest therein, or permit the same to be occupied by another, either voluntarily or by operation of law, without first obtaining written consent of Lessor or its duly authorized agent, which consent shall not be unreasonably withheld. Any such assignment or sublease shall not release County from liability hereunder, and any assignee or sublessee shall expressly assume all County's obligations hereunder. It is also agreed that the giving of a written consent required herein on any one or more occasions shall not thereafter operate as a waiver of the requirement for written consent on any one or more subsequent occasions.

SECTION TWENTY-FOUR. SUBORDINATION.

County agrees that this Lease shall be subject and subordinate to any mortgage, trust deed, or like encumbrance heretofore or hereafter placed upon the leased premises by Lessor or owner, or their successors in interest, to secure the payment of monies loaned, interest thereon, and other obligations. County agrees to execute and deliver, upon demand of Lessor, any and all instruments desired by Lessor subordinating in the manner requested by Lessor this Lease to such mortgage, trust deed, or like encumbrance.

Notwithstanding such subordination, County's right to quiet possession of the leased premises shall not be disturbed if County is not in default and so long as County shall pay the rent and observe and perform all of the provisions in this Lease, unless this Lease is otherwise terminated pursuant to its terms.

SECTION TWENTY-FIVE. MECHANIC'S LIEN.

County agrees to keep the leased premises free from all mechanic's liens or other liens of like nature arising because of work done or materials furnished upon the leased premises at the instance of, or on behalf of, County, provided however, that County can contest such lien provided it post an adequate bond therefore.

SECTION TWENTY-SIX. COMPLIANCE WITH LAW.

County shall, at its sole cost, comply with all the requirements of all Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to the use of leased premises, and shall faithfully observe and obey all Municipal ordinances, and State and Federal statutes, now in force, or which hereafter may be in force.

SECTION TWENTY-SEVEN. WAIVER.

It is agreed that any waiver by Lessor of any breach of any one or more of the covenants, conditions, or terms of this Lease shall not be construed to be a waiver of any subsequent breach of the same or different provision of the Lease; nor shall any failure on the part of the Lessor to require exact, full, complete, and explicit compliance with any of the covenants or conditions of this Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Lease be changed or altered in any way whatsoever other than by written amendment, signed by both parties.

SECTION TWENTY-EIGHT. DEFAULT.

In the event that Lessor or County shall default in any term or condition of this Lease, and shall fail to cure such default within thirty (30) days following service upon the defaulting party of a written notice of such default specifying the default or defaults complained of, or if the default cannot reasonably be cured within thirty (30) days, the defaulting party fails to commence curing the default within 30 days and thereafter to diligently and in good faith continue to cure the default, the complaining party may forthwith terminate this Lease by serving the defaulting party written notice of such termination.

SECTION TWENTY-NINE. INUREMENT.

The Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

SECTION THIRTY. ATTORNEY'S FEES AND COSTS.

In any legal proceeding initiated by a party to the Lease against the other party arising from or relating to the Lease or the use of the Leased Premises hereunder, the non-prevailing party shall pay all costs, including reasonable attorney's fees, incurred by the prevailing party in connection with the legal proceedings.

SECTION THIRTY-ONE. SEVERABILITY.

If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION THIRTY-TWO. TIME IS OF ESSENCE.

Time is expressly declared to be of the essence in this Lease and in all of the convenants and conditions herein.

SECTION THIRTY-THREE. ADDITIONAL TERMS AND CONDITIONS.

Additional terms and conditions of the Lease, if any, are set forth in the exhibits listed below, each of which is attached hereto and incorporated herein by this reference: N/A

SECTION THIRTY-FOUR. AMENDMENT.

The Lease may be amended only by a written document signed by all parties hereto.

SECTION THIRTY-FIVE. ENTIRE AGREEMENT.

The Lease contains the entire agreement between the parties hereto and supersedes all previous agreements between the parties with respect to the subject matter of the Lease.

SECTION THIRTY-SIX. CONSTRUCTION OF AGREEMENT.

Both Lessor and County have had the opportunity to and have participated in the drafting and final preparation of this Lease agreement. For that reason, the Lease itself, or any ambiguity contained therein, shall not be construed against either the Lessor or the County as the drafters of this document.

//// ////

LEASE AGREEMENT
BY AND BETWEEN THE COUNTY OF INYO AND
JERRY M. CORE AND DEBORAH ANN CORE, TRUSTEES OF THE CORE TRUST DATED OCTOBER 5, 1993 AS TO AN UNDIVIDED 50% INTEREST AND MARY J. CORE, SUCCESSOR TRUSTEE OF THE CORE TRUST DATED SEPTEMBER 20, 1990 AS TO AN UNDIVIDED 50% INTEREST

Initial Term of Lease:
June 15, 2015 through June 14, 2018

IN WITNESS THEREOF, the parties hereto have set their hands and seals this _____ day of _____.

LESSEE

County of Inyo

_____

By:_____
Chairperson, Board of Supervisors

Date:_____

LESSOR

_____
(Please Type or Print Name)

By:_____
(Signature)

Date:_____

Approved as to form and content:

_____
County's Lease Administrator

Approved as to form and legality:

_____
County Counsel

Approved as to accounting form and content:

_____
County Auditor

Approved as to insurance and risk management:

_____
County Risk Manager

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
33

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 6, 2015

SUBJECT: Inyo County Buildings Painting Project

DEPARTMENTAL RECOMMENDATION:

Request your Board: A) approve the plans and specifications for the Inyo County Buildings Painting Project (Project); and B) authorize the Public Works Director to advertise and bid the Project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Your Board recently approved the 2015/2016 Deferred Maintenance Budget, which included funding for painting the interiors of the American Legion Hall building (Independence), Big Pine Town Hall building, and the Inyo County Courthouse building (main floor only). A total of $28,500.00 was identified in the Department request and the County Administrator recommended the 2015/2016 budget for interior painting in these buildings. This work was originally identified in the 2014/2015 Board adopted Deferred Maintenance Project list and has been rolled over into the 2015/2016 Board adopted Deferred Maintenance Project list. The interior paint in these buildings has deteriorated and is in need of repair.

If approved, this project will greatly improve the overall quality and appearance of the building interiors.

ALTERNATIVES:

Your Board may choose to not approve the plans, specifications, and advertisement of the Project. This is not recommended as the building interiors have greatly deteriorated.

OTHER AGENCY INVOLVEMENT:

County Counsel for review of the bid package, contracts, and this agenda.
County Auditor for payment of all invoices.

FINANCING:

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

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: Yes Date 9/3/15
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: yes Date 09/08/2015
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: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 9/8/15

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
34

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 6, 2015

SUBJECT: Approve the contract for planning, engineering and environmental services with Eastern Sierra Engineering (ESE) of Reno, Nevada to complete a Project Study Report (PSR) for the Lone Pine Roadway Rehabilitation and Bicycle Lanes Project .

DEPARTMENTAL RECOMMENDATIONS:
Request that your Board approve the contract for planning, engineering and environmental services with Eastern Sierra Engineering (ESE) of Reno, Nevada a Project Study Report (PSR) for the Lone Pine Roadway Rehabilitation and Bicycle Lanes Project .

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
The Lone Pine Roadway Rehabilitation and Bicycle Lanes Project has been identified by the Board as a top County priority for some time. Most recently, this project was ranked as a top priority for STIP funding at an October 8, 2013 meeting. In addition to the roadway rehabilitation, the project will include bicycle path striping and bus parking locations based on feedback from the Neighborhood Planning for Healthy Aging grant.

The 2016 Statewide Transportation Improvement Program (STIP) Guidelines require the submittal of a Project Study Report (PSR) for any new transportation improvement projects. The PSR or an equivalent document is helpful to the County in that it identifies the funding needs for each component of a project and it evaluates possible risks and wildcards with implementing this project.

This PSR for the Lone Pine Roadway Rehabilitation and Bicycle Lanes Project will include estimates of cost for preliminary engineering including environmental considerations, right of way, and construction phases as well as a cost per mile. It will evaluate possible risks and wildcards for implementing this project. The cost estimate will be used to determine final scope of project for funding requests as well as estimates for other potential funding opportunities if available.

Government Code Section 31000 allows your Board to contract for special services, including special Engineering servides. ESE has special skills and knowledge. ESE has provided planning, engineering, and environmental services for many County projects and is familiar with the process and requirements the County must utilize in creating the needed Lone Pine Roadway Rehabilitation and Bicycle Lanes Project Study Report. ESE is requesting a total of $36,611 to complete this project.

The PSR for Lone Pine Roadway Rehabilitation and Bicycle Lanes Project proposal provided by ESE has been reviewed by the Inyo County Local Transportation Commission which has agreed to fund the project studies needed for Inyo County.

ALTERNATIVES:

The Board could choose not to approve ESE's contract for the PSR this is not recommended because the Public Works Department does not have the staff or equipment necessary to perform this work.

OTHER AGENCY INVOLVEMENT:
The Auditor's Office to process payments to ESE; and,
County Counsel to review of contract and agenda request.

FINANCING:
The Inyo County Local Transportation Commission has agreed to fund the PSR's needed for both Inyo County and the City of Bishop. This project cost will be more than anticipated however other projects in this oblect code have come in lower than anticpated so adequate funding is available.

For the Lone Pine Roadway Rehabilitation and Bicycle Lanes Project Study Report., ESE's costs will be paid through Budget Unit 504605, Transportation and Planning Trust, Object Code 5265, Proffessional Services.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: Yes Date: 09/29/15
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: yes Date: 9/30/2015
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: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 9/30/15

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND Eastern Sierra Engineering

FOR THE PROVISION OF Planning, Engineering, and Environmental Services SERVICES

TERM:

FROM: October 6, 2015 TO: December 31, 2016

SCOPE OF WORK:

The scope of work described in Attachment A shall be per the proposal Professional Engineering Services and Project Study Report for the Lone Pine Town Roadway Rehabilitation and Bicycle Lanes Project, Lone Pine, CA.

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES

main: 775.828.7220
fax: 775.828.7221
4515 Towne Drive
Reno, NV 89521-9696
www.esengr.com

September 9, 2015

Chantel R. Brown
Program Manager, EAII
Inyo County Public Works Department
P.O. Box Q
Independence, CA 93526

Professional Engineering Services
Project Study Report for the Lone Pine Town Roadway
Rehabilitation and Bicycle Lanes Project
Lone Pine, CA

Dear Chantel,

Eastern Sierra Engineering (ESE) is pleased to submit this proposal for professional engineering services for the preparation of a Project Study Report (PSR) for the Lone Pine Town Roadway Rehabilitation and Bicycle Lanes Project in Lone Pine, CA. We understand the project will generally consist of the rehabilitation of approximately 2.75 miles of roadways including East Mountain View Street, Brewery Street, North and South Mt. Whitney Drive, East Post Street, West Post Street, Tim Holt Street, North and South Lone Pine Avenue, North and South Lake View Street, and East Muir Street in the town of Lone Pine, CA. The rehabilitation may include the pulverization of existing asphalt concrete and the installation of new asphalt concrete on the center 24-foot width of the streets, random crack sealing, slurry sealing the entire 60-foot roadway width, the installation of Americans with Disabilities Act (ADA) pedestrian ramps, new drop inlets, signing and striping and the inclusion of a 4' bicycle lane. We understand the project will be State Transportation Improvement Program (STIP) funded, therefore we anticipate using the PSR-PDS (Project Study Report-Project Development Support) format as outlined in Appendix S of the Project Development Procedures Manual (PDPM). In general this format includes the following items:

- Hold Pre-Project Initiation Document (PID) Meeting
- Obtain and Review Existing Reports, Studies, Mapping or Other Information
- Form the Project Development Team
- Develop Consensus on the Project Purpose and Need
- Review the Project Site
- Identify Additional Data Requirements for Project Scoping
- Perform the Initial Engineering Analysis and Develop Alternatives
    - Prepare a Preliminary Environmental Analysis Report (PEAR)
    - Prepare a Traffic Engineering Performance Assessment (TEPA)
    - Stormwater - estimate the resources needed to complete Project Approval and Environmental Document (PA&ED)

  - Design Standards to include Caltrans Department of Transportation Standard Plans and Specifications, dated May, 2010 including all revisions, current edition of the Manual of Uniform Traffic Control Devices, and the Americans with Disabilities Act (ADA)
- Develop Cost Estimates
- Develop Schedule
- Identify Risks
- Caltrans to Perform Quality Management
- Caltrans District Review and Obtain Approval

Documents produced will meet applicable sections of the Caltrans Local Assistance Procedures Manual (LAPM). The PSR-PDS shall include Caltrans Exhibits 23-G "STIP Programming Request Form" and 23-H "STIP Project Programming Request Funding Information".

ESE will subcontract with Panorama Environmental, Inc. (Panorama) to prepare the PEAR and Traffic Works to prepare the TEPA. Proposals from Panorama and Traffic Works are attached for your reference.

Engineering Fees

ESE proposes to complete the services as outlined in this proposal on a time and materials not-to-exceed basis as shown below:

Task Description	Estimated Fees
Eastern Sierra Engineering	$21,901.00
Panorama	$6,770.00
Traffic Works	$7,940.00
Total (not-to-exceed)	**$36,611.00**

The estimated not-to-exceed amount would not be surpassed without your written authorization. Additional work outside the above outlined scope of work shall be billed according to the attached 2015 Standard Rates for Technical Services.

We trust this provides the information you require at this time. Please do not hesitate to contact me at (775) 828-7220 extension 201 if you have any questions or require additional information.

Sincerely,
Eastern Sierra Engineering, P.C.

Shawn W. Jenkins, P.E.
Principal Engineer

Attachments: Panorama Environmental, Inc Proposal dated 9/8/15
Traffic Works Proposal dated 9/9/15
2015 Standard Rates for Technical Services

PANORAMA
ENVIRONMENTAL, INC.

9/8/15

SCOPE OF WORK FOR THE LONE PINE TOWN REHABILITATION AND BICYCLE LANES PROJECT

This scope of work has been prepared for the Lone Pine Town Rehabilitation and Bicycle Lanes Project (project).

PROJECT UNDERSTANDING

Panorama understands that the purpose of the project is to improve the condition of approximately 2.75 miles of pavement on E Mountain View St., Brewery St., N & S Mt. Whitney Dr., E Post St., W Post St., Tim Holt St., N & S Lone Pine Ave., N & S Lake View St., and E Muir St. in the town of Lone Pine, CA. The project would be funded using State Transportation Improvement Program (STIP) funding. Project construction would include the following activities:

- Pulverization of asphalt concrete pavement and native material on the center 24-foot width of the streets
- Installation of 2 inches of new hot-mix asphalt pavement on the center 24-foot width
- Sealing random cracks and installing a hot-mix asphalt leveling course on existing pavement that will not be pulverized
- Installation of a seal coat (slurry) on the entire approximate 60-foot width of the streets
- Installation of concrete ADA ramps
- Installation new drop inlets
- Replacement of roadside signs
- Painting pavement markings including bus parking delineation
- Striping including 4-foot bicycle lanes on both sides of the 24-foot center travel way

Panorama has prepared the following scope of work to support Eastern Sierra Engineering's (ESE) preparation of a Project Study Report (PSR) in accordance with the Caltrans Local Assistance Program Guidelines manual and STIP funding requirements. Panorama's scope of work includes the preparation of a Preliminary Environmental Analysis Report (PEAR). The scope does not include California Environmental Quality Act (CEQA) document preparation, focused surveys, or preparation of subsequent reports identified in the PEAR.

TASK 1: PREPARATION OF A PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT

Panorama will prepare a PEAR, in Caltrans format, using guidance from the Caltrans *Guidelines for Preparing a Preliminary Environmental Analysis Report (PEAR)* (2009). The Guidelines state that a PEAR is a "concise (approximately 5 -15 pages) report used to document the issues that are anticipated to be addressed in the National Environmental Policy Act (NEPA) or CEQA documentation and the assumptions that were used to anticipate those issues." The PEAR will also include a workplan that estimates the environmental review costs through the project approval and environmental document (PA&ED) phase. The PEAR will clearly define the assumptions used to develop anticipated project costs. Permit fees and construction costs will not be included in the PEAR.

The PEAR will summarize specific, critical environmental issues that may affect project approval, programming, scheduling, design considerations, and cost. Panorama will obtain information for the PEAR by conducting a database query of the California Natural Diversity Database to understand potential biological resource issues, conducting a windshield survey to understand existing biological conditions, and reviewing other available literature. Panorama will also consult with agency (Caltrans, CDFW, Lahontan RWQCB) personnel, as necessary, to identify environmental concerns in the project area.

Task 1.1 Coordination with County, ESE, and Caltrans

Panorama will coordinate with ESE and County staff during preparation of the PEAR. The PEAR will require information that is included in the PSR and, therefore, requires close consultation with ESE.

Task 1.2 Windshield Survey

Biologist Russell Kokx will conduct a windshield survey of the project area and identify special-status plant and wildlife species with potential to occur in the area. If the windshield survey indicates that special-status species may be impacted by the project, Panorama will coordinate with wildlife agencies to identify additional biological studies required in the project area. Protocol surveys are not included in this scope. If additional plant or wildlife surveys are required, a scope and budget amendment may be required.

Task 1.3 Cultural Resource Coordination

A cultural resources records search and survey are not included in this scope. Panorama anticipates that a records search and pedestrian survey will be required during the PA&ED phase of the project. Panorama will consult with ASM Affiliates and Caltrans to identify the necessary survey(s) and the cost of conducting the survey(s). The survey requirements and cost will be included in the PEAR.

Deliverable

Panorama will submit the Draft PEAR to Inyo County and ESE for review. Panorama will incorporate Inyo County and ESE comments and prepare a Final PEAR that will be submitted Caltrans and to ESE to include with the PSR.

BUDGET

ESTIMATED COSTS

The budget for this scope of work is presented below.

Project Budget

Task	Estimated Costs
Task 1: Prepare PEAR	$6,770
TOTAL	**$6,770**

ASSUMPTIONS

- A cultural resources record search or field survey is not required for preparation of the PEAR.
- Field or protocol plant or animal surveys or focused plant or animal surveys are not required for the preparation of the PEAR.
- If field studies are required for the project, Panorama can conduct the required studies with a scope and budget amendment
- No in-person meetings are included. Limited phone calls between Panorama, Eastern Sierra Engineering, the County and Caltrans are included as budget allows.

SCHEDULE

A schedule for completion of work is presented below. The schedule assumes that a comprehensive project description would be available to Panorama within a week of receiving Notification to Proceed.

Project Schedule

Task	Completion from Notice to Proceed
Task 1: Prepare PEAR	4 weeks

Attachment A

TRAFFIC WORKS

Traffic Engineering & Transportation Planning

September 9, 2015

Mr. Shawn Jenkins, PE
Eastern Sierra Engineering
4515 Towne Drive, Suite A
Reno, NV 89521

Proposal to Prepare a TEPA in Support of the Lone Pine Project Study Report

Dear Shawn,

Thank you for the opportunity to submit this proposal to provide ESE with a TEPA in support of the Lone Pine PSR for Inyo County. Traffic Works has prepared this scope of work based on our conversation and our experience providing these services for several prior PSR projects.

SCOPE OF WORK

Task 1 – Meeting and Site Visit

We will attend one meeting/site visit in Inyo County/Lone Pine.

Traffic Works staff will tour the study area identifying key geometric features, observing existing traffic flows, driver, pedestrian and cyclist behavior, and noting key deficiencies in existing facilities. We will briefly review existing signing and striping, noting any non-standard signs or markings. The key findings will be documented on a map graphic for use in Task 2.

Task 2 – Traffic Engineering Performance Assessment (TEPA)

Traffic Works will prepare a complete TEPA document to be attached to the Project Study Report. The specific purpose will be identifying opportunities to improve and rehabilitate the study roadways and provide bicycle facilities. The primary efforts within this task are as follows:

2.1 Existing conditions, traffic volumes, and crash history documentation

We will obtain and summarize existing traffic volume data from Caltrans databases, the SWITRS accident data and TIMS crash history website, and Inyo County sources. The existing conditions data will be summarized and presented in tables and graphics.

TRAFFIC WORKS

2.2 Assessment findings

We will outline the traffic related aspects of the proposed project (i.e. lane widths, bike lanes, new signage and striping, etc.) and document preliminary findings for each of these aspects. We will discuss vehicular travel, pedestrian and bicycle circulation, transit service, accommodation of large trucks, and the safety of all roadway users.

2.3 Scope of recommended traffic engineering studies

This section of the TEPA report will identify the future studies and additional tasks that should be completed under the PA&ED phase of the project. Additional studies for this project could include in-depth discussion of installing multi-modal facilities, ADA compliant cross-walk and sidewalk treatments, need for new striping and payment markings, and installing/replacing roadway signs. We advise coordination with Caltrans District 9 to obtain a Transportation Management Plan Data Sheet. The purpose of the data sheet is to ensure all project related costs during construction (specifically temporary traffic control elements) are included.

BUDGET

Traffic Works will perform Tasks 1 and 2 for a lump sum fixed fee of **$7,940** as outlined in the attached fee calculation table.

SCHEDULE

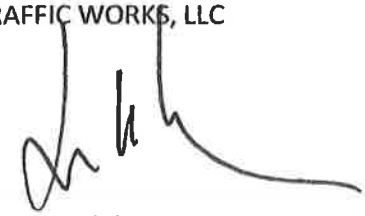
Traffic Works will coordinate the above effort with the overall project schedule so long as reasonable time frames and advance notice are given.

CONTRACT TERMS

We understand this work will be performed under a sub-consultant agreement to ESE, in accordance with the terms of Inyo County's Professional Services Agreement. We hereby reserve the right to review the provisions of both agreements and incorporate mutually agreeable terms prior to engaging in this work.

Thank you for considering Traffic Works for this project. We sincerely appreciate the opportunity to assist ESE and Inyo County, and look forward to working with the project team. Please do not hesitate to contact me at 775.322.4300 with any questions or concerns.

Sincerely,
TRAFFIC WORKS, LLC



Loren E. Chilson, PE
Principal

Attachment A

Lone Pine PSR

FEE ESTIMATE

September 9, 2015

	TRAFFIC WORKS							
	Chilson Principal	Draper Senior Associate	Maripalli Senior Engineer	Peiffer Planner	Going Technician	Stacey Admin	ODCs	
Billing Rate/ Hour	**180**	**170**	**140**	**120**	**100**	**80**	**$**	
Tasks	**Hours**							**Task Total**
Task 1.0 – Meeting and Site Visit	10						$300	$2,100
Task 2.0 – Traffic Engineering Performance Assessment (TEPA)	4		32	4		2		$5,840
Hours	14	0	32	4	0	2		
Cost	$2,520	$0	$4,480	$480	$0	$160	$300	**$7,940**

Attachment A

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES

main: 775.828.7220
fax: 775.828.7221
4515 Towne Drive
Reno, NV 89521-9696
www.esengr.com

2015 STANDARD RATES FOR TECHNICAL SERVICES

I. Personnel

Charges will be made at the following rates for time spent in project management, consultation or meetings related to the project, conducting field inspections, sampling, evaluations, review and analysis of field and laboratory data, report preparation and review, design, travel time, etc.

A. Professional Services

President	$170.00/hour
Principal Engineer	$135.00/hour
Project Manager	$120.00/hour
Senior Engineer	$120.00/hour
Project Engineer/Designer	$105.00/hour
Staff Engineer/Designer	$100.00/hour

B. Technical Services

Senior Technician/Inspector (Prevailing Wage)	$120.00/hour
Technician/Inspector (Prevailing Wage)	$110.00/hour
Senior Technician/Inspector (Regular Wage)	$85.00/hour
Technician/Inspector (Regular Wage)	$80.00/hour

II. Expenses

A. Expenses

Transportation	Current IRS Standard Mileage Rate
Supplies & Shipping	Cost plus 15%

B. Equipment

Coring per core	$20.00/each
Pachometer	$7.50/hr
Torque Wrench	$25.00/day
Skidmore	$25.00/day

III. Subcontracts

Subcontract services will be invoiced at cost plus 10%

IV. Field Testing

HDPE Geomembrane Peal & Shear	$70.00/each

V. Laboratory Testing

Tests	Unit Price/Test
Index Tests	
Moisture Content (ASTM D2216)	$20.00
Moisture Content and Dry Density	$35.00
Atterberg Limits (ASTM 4318)	$85.00
Particle Size Analysis	
Sieve	$90.00
Minus #200 (ASTM D 1140)	$60.00
Hydrometer Analysis Minus #10(ASTM D 422)	$200.00
Specific Gravity	
Soils (ASTM D 854)	$80.00
Fine Aggregate w/ Absorption (ASTM C128)	$80.00
Coarse Aggregate w/ Absorption (ASTM C 127)	$75.00
Moisture-Density Relations	
Standard Proctor (ASTM D 698)	$165.00
Modified Proctor (ASTM 1557)	$165.00
Compaction Check Point	$55.00
Rock Correction per Test	$75.00
Aggregate Testing	
Clay Lumps and Friable Particles (ASTM C 142)	$75.00
Flat and Elongated	$100.00
Fractured Faces (Nev T 230)	$80.00
Sand Equivalent (ASTM D 2419)	$75.00
Organic Impurities (ASTM C40)	$50.00
Dry Unit Weight of Aggregates (ASTM C 29)	$60.00
Sodium Soundness of Aggregates (ASTM C88)	$60.00/ per fraction
Los Angeles Rattler (ASTM C 131)	$130.00
Durability Index, coarse and fine	$160.00
Cleanness	$140.00
Other Testing	
R-Value Untreated Field Sample (ASTM D2844)	$250.00
Concrete Testing	
Compression of Concrete Cylinder (ASTM C39)	$25.00
Compression of Grout Cylinder (UBC 24-28)	$20.00
Compression of Mortar Cylinder (UBC 24-22)	$20.00
Hold Cylinder (cured not tested)	$12.00
Concrete Trial Batch	$550.00

Asphalt Concrete Testing

Bitumen Content by Ignition	$100.00
Bitumen Content by Solvent Extraction	$140.00
Aggregate Gradation	$80.00
Hveem Stability and Compaction (ASTM D1560/1561) each	$75.00
Marshall Stability and Flow (ASTM D1559)	$220.00
Maximum Theoretical Specific Gravity (Rice ASTM D2041)	$90.00
Bulk Specific Gravity of HMA Specimens (ASTM D2726) each	$25.00
Swell of Bituminous Mixtures	$150.00
Moisture Content of Asphalt Mixture	$40.00
Effects of Moisture on AC Mixtures (ASTM D4867, AASHTO T283)	$1,000.00
Hamburg Wheel-Tracking of Compacted HMA (AASHTO T324)	$1,100.00
Moisture Vapor Susceptibility	$150.00
Hot Mix Asphalt Mix Design (Marshall, Hveem and Superpave)	upon request

Miscellaneous

Saw Cutting per hour (PCC, AC, and Masonry)	$55.00
H20 Analysis, Chloride, and Sulfate Content	$145.00

-Laboratory test unit prices are based on the average running time required for each test. Any special research or unusual sample preparation will be based upon hourly personnel charges plus the unit price of the test.

-All samples will be discarded thirty (30) days after submission of our final report, unless otherwise directed by the client. Upon request, Eastern Sierra Engineering will return the samples to the client or keep them for the client for an agreed upon monthly fee.

-Any testing required that is not covered by this fee schedule will be contracted by an outside firm and the fee will be cost plus 10%.

-Inspection and materials testing technician services are billed portal to portal from the laboratory.

-Overtime rates of time and one-half or Double Time will be charged at the appropriate rate. Overtime is defined as any hour of services provided in excess of 8 hours in a single day or any hour of service provided on a Saturday or Sunday

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Eastern Sierra Engineering
FOR THE PROVISION OF Planning, Engineering, and Environmental Services **SERVICES**

TERM:

FROM: October 6, 2015 **TO:** December 31, 2016

SCHEDULE OF FEES:

The fees for the scope of work described in Attachment A shall be the rates shown in the Attachment A proposal Professional Engineering Services and Project Study Report for the Lone Pine Town Roadway Rehabilitation and Bicycle Lanes Project, Lone Pine, CA and the 2015 Standard Rates for Technical Services.

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
35

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 6, 2015

SUBJECT: Approve Amendment No. 6 to the master contract for engineering services with Quincy Engineering, Inc. for monitoring and mitigation for the Sabrina Road Bridge Project.

DEPARTMENTAL RECOMMENDATIONS:
Request that your Board:

1. Approve Amendment No. 6 to County of Inyo Standard Contract No. 156, between the County of Inyo and Quincy Engineering for the following projects, not to exceed amounts indicated:

Project	Service	Amount
Sabrina Road Bridge Monitoring and Mitigation Project **Project # TR15-039**	Training , Inspecting and Reporting	$17,800.00
	Total:	**$17,800.00**

The costs for these three projects will increase the total contract amount by $17,800.00, from $1,430,900.00 to $1,448,700.00.

2. Authorize the chairperson to execute Amendment No.6, contingent upon obtaining appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
Quincy Engineering, Inc. is currently providing engineering services, under a master contract, for various public works projects on an on-call basis. This master contract is for the period of February 12, 2013 to December 31, 2017. Amendment No. 6 to Quincy Engineering, Inc.'s contract is for:

1. Training of County staff, required inspections and reporting per the Monitoring and Mitigation Plan for the Sabrina Road Bridge Project.

Sabrina Road Bridge Monitor and Mitigation Plan
The County has provided the required monitoring and mitigation for two years and is required to for an additional 3 years.

Mitigation
Road Department staff has already put up the required signage and will be placing protective fencing around the mitigation areas. The fencing will be placed so that there is a pathway which allows access to the creek from the roadway above.

Monitoring Report
The annual report to CDFW and Caltrans is due before December of each year.

Maintenance
Road Department staff will provide repairs and maintenance as needed based upon the monitoring report and inspections. Some of the maintenance activities will require training and inspections due to the sensitivity of the restoration areas.

Quincy Engineering, Inc. was the design engineer for the Sabrina Road Bridge Project and very familiar with the location and project needs. Quincy Engineering, Inc. is requesting $17,800.00 for Training, Inspecting and Reporting.

ALTERNATIVES:
The Board could choose not to approve Amendment 6. This is not recommended because Pubic Works does not have qualified staff to do the needed work.

OTHER AGENCY INVOLVEMENT:
County Counsel for contract and agenda approval.

FINANCING:
This project is federally funded by the Highway Bridge Program (HBP) and the Toll Credits Program, which will reimburse the county for 100 percent of the monitoring and mitigation costs for the Sabrina Road Bridge.

The cost of this contract will be paid through budget unit 034601, State Funded Roads, object code 5711, Sabrina Bridge.

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: ✓	Date: 09/29/15
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: yes	Date: 9/30/2015
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:	Date:

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 9/30/15

AMENDMENT NUMBER 6 TO THE
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES
FOR THE MONITORING AND MITIGATION OF THE SABRINA BRIDGE PROJECT

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Quincy Engineering, Inc. of Sacramento, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the provision of engineering services dated February 12, 2013, on County of Inyo Standard Contract No. 156, for the term from February 12, 2013 to December 31, 2017.

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

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

County and Contractor hereby amend such Agreement as follows:

1. Section 3B, Travel and per diem. The third sentence is revised as follows:

   "Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the Public Works Director, Clint Quilter."

2. 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 Cont03496ractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed One Million, Four Hundred Forty Eight Thousand, Seven Hundred Dollars and No Cents ($1,448,700.00) (hereinafter referred to as "contract limit").

2. Attachment A to the contract, *Scope of Work*, shall be revised to include additional construction engineering support tasks required for training, inspection, and reporting for the Monitoring and Mitigation of the Sabrina Bridge Project as described in Quincy Engineering Inc.'s (Quincy's) proposal dated August 30, 2015, included in Attachment A6 to Amendment No. 6.

3. The fees for the scope of work described in Attachment A6 shall be the rates shown in Quincy's Year 2015 Hourly Rates schedule included in Attachment A6 to Amendment No. 6.

4. Payment for travel and per diem for the scope of work described in Attachment A6 shall be the rates shown as Quincy's travel and per diem rates included in Attachment A6 to Amendment No. 6.

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

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

AMENDMENT NUMBER 6 TO THE
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES
FOR THE MONITORING AND MITIGATION OF THE SABRINA BRIDGE PROJECT

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, 2011.

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

CONTRACTOR

By: _____

Dated: _____

Taxpayer's Identification Number:

_____

ATTACHMENT A6

AGREEMENT BETWEEN COUNTY OF INYO AND
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES
FOR THE MONITORING AND MITIGATION OF THE SABRINA BRIDGE PROJECT

TERM:

FROM: February 12, 2013 **TO:** December 31, 2017

SCOPE OF WORK:

The scope of work described in the original contract, dated February 12, 2013, is revised to include additional tasks required for training, inspection, and reporting for the Monitoring and Mitigation of the Sabrina Bridge Project. The scope of services and estimated fee for these services shall be in general accordance with Quincy's proposal dated August 30, 2015 included in Attachment A6 to this amendment.

Sabrina Road Bridge Mitigation Restoration Scope of Work

Sabrina Road Bridge Mitigation Restoration.

Environmental Mitigation work associated with the recently completed bridge replacement project have not proven successful. Invasive weed species have found their way onto the project site. As a result, the County has been put on notice that compliance with the construction permit has not been met. In response to this notice. County forces will remove the invasive weed species and provide some exclusionary fencing for the project. The County is seeking a team of qualified professionals to identify what weeds need to be removed during the removal process, provide inspections during the construction work, and provide reporting (once a year for 3 years) of the mitigation success as required by the permit. The funding for this work is through the Federal Highway Bridge Program and the contract documents and construction contract is required to conform to the Caltrans Local Programs Manual and construction contract administration and documentation requirements associated with Federal funding as monitored by Caltrans. Quincy Engineering Inc., in conjunction with Panorama Environmental and County staff, have developed a scope of work to accomplish the permit compliance work described above.

Project Understanding/Approach

Inyo County obtained a Streambed Alteration Agreement (SAA) from CDFW for the Sabrina Bridge Replacement Project. Condition 4.3 of the SAA requires preparation and implementation of a mitigation and monitoring plan for site restoration activities. Panorama prepared and CDFW approved a Riparian Mitigation Plan for the project in 2012, as well as all CEQA and NEPA documentation for the project. Through this experience Panorama and Quincy Engineering are very familiar with the project, the agencies involved, the environment, and the key issues. The Riparian Mitigation Plan requires that the project meet the following success criteria:

- Vegetative cover within the mitigation area shall exceed 70% of baseline vegetative cover in the impacted riparian area
- Noxious invasive weeds shall be eradicated from the mitigation site

The Riparian Mitigation Plan specifies the following contingency measures:

- If fewer than 70% of the original plantings remain at any time during the monitoring period, replanting would be conducted so that the original plantings are replaced. The 70% goal is based upon an aggregate of all trees and shrubs planted. If total vegetative cover is less than 50% of baseline conditions in year 2, or less than 70% of baseline conditions in year 3, additional seeding and/or planting would be conducted.
- If at any time invasive weeds are identified within the mitigation area, these species would be removed from the mitigation site either by hand pulling or mechanical weed removal.

The County has been notified by Caltrans, California Department of Fish and Wildlife (CDFW) and Lahontan Regional Water Quality Control Board (LRWQCB) that they are not in compliance with permit requirements for the Sabrina Bridge Replacement Project. Caltrans and CDFW

Sabrina Road Bridge Mitigation Restoration Scope of Work

have notified the County about the presence of invasive weeds and wheat growing within the restoration area and the need for signage or fencing to prevent trespass through the restoration area. The County also received a Notice of Violation from LRWQCB due to the presence of asphalt within the restoration area and North Fork Bishop Creek.

Approach

Panorama has prepared this scope of work to address the following:

Task 1 – Training and oversight of County Road Maintenance crew for weed removal

Task 2 – Define and oversee corrective measures/replanting to meet success criteria

Task 3 – Mitigation Monitoring and Reporting

Scope of Work

Task 1: Training and Oversight of County Road Maintenance Crew for Weed Removal

Panorama will provide training and oversight to County Roads crew during weed removal at the riparian mitigation area. This task includes one training session with County Road maintenance personnel to train workers in proper identification of the invasive weeds that occur at the mitigation site. The task includes up to four (4) days of training and oversight in the field during weed removal.

Task 2: Define and Oversee Corrective Measures/Replanting to Meet Success Criteria

Panorama will assess the corrective measures that are needed to meet SAA permit success criteria within three (3) years or less. For any replanting, Panorama shall define the species and number of container plants needed as well as locations of plantings, based on the list in the Riparian Mitigation Plan and professional judgement. Panorama will also direct County personnel during supplemental plantings. This task includes up to one day in the field to oversee mitigation plantings.

Task 3: Mitigation Monitoring and Reporting

Panorama will conduct monitoring and reporting activities as defined in the Riparian Mitigation Plan. Monitoring will likely occur on an annual basis for five successive years, although this scope only covers the first 3 years. One site visit would be conducted once per year (for 3 years). Monitoring will include the following activities:

1. Vegetative cover within the site will be monitored. Bare soil, trash cover, and other non-vegetative cover will be documented during the monitoring. The percent of vegetative cover will be determined based on the total areal cover that is vegetated. The vegetated cover will be compared with the vegetated cover documented in the impacted riparian area or adjacent riparian areas.
2. Noxious invasive weeds will be documented where they occur. The percent of invasive weed cover will be calculated for the site.

Sabrina Road Bridge Mitigation Restoration Scope of Work

3. Site maintenance shall be monitored by visual observations. Reports from site maintenance crews or from other pertinent sources will also be documented.
4. Photo-monitoring of the mitigation site will be conducted from four fixed permanent locations along the mitigation site. Photographs will also be taken to record any events that may have a significant effect on the success of restoration, such as flood, fire, or vandalism. A minimum of four reference photos to document the success of plantings and erosion control measures will be taken during Year 1. The photo points shall be documented so that the same photo point is used in monitoring every year that monitoring is conducted.
5. A report will be submitted to CDFW by December 1 of each year for up to 3 years. The report shall include: (1) a list of names, titles, and companies of all persons who prepared the content of the annual report and participated in monitoring activities for that year; (2) results of the activities conducted and any associated monitoring data; and (3) copies of photographs depicting where mitigation activities have occurred. Remedial recommendations, if necessary, shall be made in the annual reports. The annual report will contain a summary of whether or not the mitigation is meeting the success criteria for the appropriate year.

Schedule

The schedule assumes a Notice to Proceed in September 2015.

Task 1: Training and oversight of County Road Maintenance crew for weed removal - September 2015

Task 2: Define and oversee corrective measures/replanting to meet success criteria - September 30, 2015

Task 3: Mitigation Monitoring and Reporting

Monitoring: Annually in the summer, Reporting: By December 1

Cost Proposal

Inyo County - Sabrina Mitigation Restoration Project

Date: 8/30/2015

	Quincy Engineering, Inc.				
	Direct Labor:				$862.55
	Escalation for Multi-Year Project (3.0%):				$25.88
	Subtotal				$888.43
	Overhead (1.768):				$1,570.74
A.	Labor Subtotal				**$2,459.16**
	Subconsultant Costs:				
	Panorama				$15,064.00
B.	Subconsultant Subtotal				**$15,064.00**
	Other Direct Costs:				
	Travel	0 miles @	$0.575		$0.00
	Pier Diem/ Hotel	0 days @	$150.00		$0.00
	Delivery	1 @	$30.92		$30.92
	Vendor Reproduction				
	Vellum	@		$0.00	
	81/2 X 11 Reproduction	@		$0.00	
	11 X 17 Reproduction	@		$0.00	
	Mounting Boards for Presentations	@		$0.00	
	Newsletters (Translation and printing)	@		$0.00	
	Subtotal Vendor Reproduction				$0.00
	Title Report	@			$0.00
	Miscellaneous				
	Prevailing Wage Differential				$0.00
C.	Other Direct Cost Subtotal:				**$30.92**
	Labor Subtotal A. =				$2,459.16
	Fixed Fee (10.0%):				$245.92
	Subconsultant Subtotal B. =				$15,064.00
	Fixed Fee (0.0%):				$0.00
	Other Direct Cost Subtotal: C. =				$30.92
	Fixed Fee (0.0%):				$0.00
	TOTAL =				**$17,800.00**

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 176.8% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost.

Cost Proposal

	Project Number: I04-900	Project Name: Inyo County - Sabrina Mitigation Restoration Project							
	TASKS	Principal Eng.	Senior Eng.	Assoc Eng.	Quincy Total Hours	Quincy Total Labor Dollars	Quincy NLF Budget	Panorama	Subconsultant Subtotal
		JF	KG	RF		Direct Labor	Loaded Labor		
No.	Initial Hourly Rate	$76.15	$62.48	$48.18					
					0	$0	$0		$0
1	Task 1: Training and oversight of County Road Maintenance crew for weed removal	1		2	3	$173	$541	$4,421	$4,421
2	Task 2: Define and oversee corrective measures/replanting to meet success criteria	1		2	3	$173	$541	$2,425	$2,425
3	Task 3: Mitigation Monitoring and Reporting	3		6	9	$518	$1,623	$8,218	$8,218
					0	$0	$0		$0
						$0			$0
	Subtotal- Hours	5	0	10	16				0
	Other Direct Costs						$31		0
	Total Cost	$381	$0	$482	$863	$863	$2,736	$15,064	$17,800

QUINCY ENGINEERING

Inyo County - Bridge Engineering Services On-Call Contract
Year 2015 Hourly Rates

Rates are effective January 1, 2015 through December 31, 2015

Labor by Classification	Hourly Rate
Principal Engineer/Principal-in-Charge	$62 - $84
Associate Principal Engineer	$52 - $75
Senior Engineer	$46 - $75
Associate Engineer	$33 - $60
Assistant Engineer*	$26 - $44
Senior Engineering Tech*	$31 - $48
Engineering Tech/Assistant*	$19 - $39
CAD Manager	$33 - $54
CAD Tech*	$21 - $36
Student Assistant/Intern*	$16 - $24
Administrative Assistant/Support Staff*	$11 - $39
Senior Project Manager/Proj Manager	$52 - $84
Project Engineer	$36 - $75
Resident Engineer/Bridge Rep	$42 - $73
Senior Inspector*	$36 - $63
Inspector*	$22 - $48
Environmental	
Environmental Manager	$50 - $65
Surveying - Office Classifications	
Senior Surveyor/ Survey Department Manager	$38 - $60
Associate Surveyor/Project Surveyor	$35 - $45
Survey Technician*	$28 - $41
Surveying - Field Classifications	
Party Chief*	$28 - $60
Instrumentman*	$28 - $45
Chainman/Rodman*	$28 - $41
One Man Crew*	$28 - $60
Two Man Crew*	$75 - $125

Overhead Rate	176.80%

Other Direct Costs		
Office Computer & Software		Included in Overhead
Office Phone/Cell/Fax		Included in Overhead
Reproduction		
Black & White in office		Included in Overhead
Color in office		Included in Overhead
Vendor		Cost
Delivery		Cost
Mileage		Current Federal Rate ($.575/mi.)
Other Travel		Cost
Subconsultants		Cost
Short Term Per Diem	up to	$180 per day
Long Term Per Diem	up to	$85 per day
Field Vehicle	up to	$67 per day
Field Computer/Printer		$220 per month
Field Cellular Phone		$130 per month
Prevailing Wage Differential**		Cost Plus Payroll Taxes or as dictated by audit.
Misc.		Cost

Fee	
Labor + Overhead	10%
Other Direct Costs	0%

Notes:

*Overtime rates apply to these classifications and will typically be charged at 1.5 times the hourly rate.

**Prevailing Wage Differentials may apply for Construction Inspection and Surveying Services.

Labor Costs to be invoiced based on actual hourly rate plus overhead plus fee.

Other Direct Costs to be invoiced at actual cost plus fee.

All rates are subject to an annual escalation of up to 3.5% per year.

ATTACHMENT B6

AGREEMENT BETWEEN COUNTY OF INYO AND
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES
FOR THE MONITORING AND MITIGATION OF THE SABRINA BRIDGE PROJECT

TERM:

FROM: February 12, 2013 **TO:** December 31, 2017

FEES:

The fees for the scope of work described in Attachment A6, including travel and per diem rates, shall be the rates shown in Quincy's proposal schedule included in Attachment A6.

Project	Service	Estimated Consultant Cost
Sabrina Bridge Project	Training, Inspection, and Reporting	$17,800.00
	Total	$17,800.00

The costs for these three projects will increase the total contract amount by $17,800.00, from $1,430,900.00 to $1,448,700.00.

The costs shown above are an estimate of probable costs, and are presented for information only. The actual costs billed may differ, depending on the actual number of hours and actual direct costs incurred by the consultant. The total compensation to be provided shall not exceed the total Contract amount, subject to such adjustments as may be made by properly approved amendments.

ATTACHMENT C6

AGREEMENT BETWEEN COUNTY OF INYO AND
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES
FOR THE MONITORING AND MITIGATION OF THE SABRINA BRIDGE PROJECT

TERM:

FROM: February 12, 2013 **TO:** December 31, 2017

SCHEDULE OF TRAVEL AND PER DIEM PAYMENTS:

The Consultant shall be compensated at the rates shown in Quincy's Year 2015 Hourly Rates as shown in Attachment A6 to Amendment No. 6 for travel and per diem expenses.

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent XDepartmental ☐ Correspondence Action

For Clerk's Use Only:
AGENDA NUMBER
36

☐ Public Hearing ☐Schedule time for ☐Closed Session ☐ Informational

FROM: Public Works/Road Department

FOR THE BOARD MEETING OF: October 6, 2015

SUBJECT: Authorization to issue blanket purchase orders for vehicle and equipment repair parts and tires and laundry services.

DEPARTMENTAL RECOMMENDATIONS:
Authorize the issuance of blanket purchase orders for the following vendors:

Vendor	Amount
Blaine Equipment	$10,000.00
Britt's Diesel	$35,000.00
Dave's Auto Parts	$30,000.00
Mission Linen	$34,000.00
Quinn Company	$10,000.00
Silver State International	$10,000.00
Steve's Auto	$25,000.00

Once approved, these purchase orders will be created utilizing the Road funds, Budget 034600, various object codes. This request is contingent upon the Board's adoption of the 2015/16 fiscal year budget.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:
The Road Department normally requests blanket purchase orders for various parts vendors. The blanket purchase order expedites repairs since the time of issuing a purchase order, which normally takes several days, is not needed for each purchase. The issuance of a blanket purchase order does not negate the requirements of getting verbal or written quotes for the individual purchases, in accordance with the County Purchasing policy.

ALTERNATIVES:
Your Board could choose not to authorize the issuance of blanket purchase orders or modify the amounts of the blanket authority. In the event that the blanket purchase orders are not issued, the procedure of getting purchase orders for the individual purchases would be used. The effect would be to increase the down time for the vehicle and equipment that need parts for repairs.

OTHER AGENCY INVOLVEMENT:
Purchasing, Auditor Controller

FINANCING:
Included in the 2015/16 Fiscal Year Budget, 034600, Road, Object Codes 5112 Safety, 5171 Maintenance Of Equip. Labor, 5173 Maintenance of Equip. Parts, 5199 Maintenance of Structures, 5232 Office & Other Equip., 5265, Other Professional Services, 5301 Small Tools, and 5311 General Operating Expense.

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 Long-Williams Approved: ✓ Date 09/01/15	
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 9/3/2015	
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: Date	

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 9/3/15

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
37

FROM: Public Works Department

FOR THE BOARD MEETING OF: October 6, 2015

SUBJECT: Filling Vacant Engineering Assistant I Position

DEPARTMENTAL RECOMMENDATIONS:

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

A) The availability of funding for the requested position comes from the Public Works Budget and is funded 50% from Road Fund and 50% from General Fund, as certified by the Public Works Director, and concurred with by the County Administrator and the Auditor-Controller,

B) Where the County has recruited and has an existing eligibility list that was approved and created.

C) Approve the hiring of one Engineering Assistant I at Range 71 ($4,493 - $5,462).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This vacancy is being created by the promotion of another Public Works employee to an Associate Engineer position created as a part of Service Redesign replacing a Senior Civil Engineer position that has been vacant for nearly 10 months. We are requesting that this position be filled from a current, unexpired eligibility list. It is important to fill this position to maintain the current workload of the department. As noted, this position is funded at a 50% - 50% split between Road Fund and General Fund.

ALTERNATIVES:

1. The Board could decide not to approve filling the position. This is not recommended, as the position is allocated and there is a demand for the services.
2. The Board could direct staff to undertake another recruitment. This is not recommended as there are well qualified applicants on the existing list.

OTHER AGENCY INVOLVEMENT:

CAO
Personnel Department for recruitment
Auditor.

FINANCING:

50% Road 034600 and 50% Public Works 011500

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: yes Date 9/22/2015
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: √ Date 9/22/15

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 9/22/15

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
38

FROM: Inyo County Road Department

FOR THE BOARD MEETING OF: October 06, 2015

SUBJECT: Authorize filling of a Shop Assistant position.

DEPARTMENTAL RECOMMENDATIONS:

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

A) The availability of funding for the requested position comes from the Road Fund, as certified by the Public Works Director, and concurred with by the County Administrator and the Auditor-Controller,

B) Where internal candidates meet the qualifications for the position, the vacancy could be filled through an internal recruitment, however, an open recruitment would be appropriate to get the most qualfied candidate.

1. C) Approve the hiring of one Shop Assistant at Range 58 ($3,310-$4,027).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Road Department is requesting your Board authorize the hiring of a Shop Assistant to work at both Road Department Maintenance Shops. The successful candidate would split their time between both shops as needed. The Shop Assistant will be responsible for entering repair orders, submitting invoices, preparing quotations for the purchase of parts, tools, equipment etc., monitoring and controling inventory and other shop related duties. This position will not require the successful candidate to do mechanic work on equipment. There is currently an opening for a Shop Assistant due to the retirement of the previous shop assistant. The Road Department would like to fill this position but have the new hire report to the Bishop Shop in Bishop but also spend time working in the Mazourka Shop in Independence as needed. Current staffing levels have one (1) Shop Assistant position within the Road Department.

This position is included in the authorized strength and has been allocated for the current fiscal year in the Road Budget. As the current fleet of Road Department vehicles continues to age, it is imperative that we have another qualified mechanic to keep these vehicles operational.

ALTERNATIVES:

1. The Board could choose not to authorize the filling of the vacant Shop Assistant position. This is not recommended as the position is critical to the operations of the Road Department's maintenance shops. Without this position, mechanics and the shop supervisor would be responsible for costing and entering all paperwork related to maintenance and inventory, preparing quotation and bid documents, overseeing waste tire recycling, oil recycling and other duties that would take them away from the repair of equipment. With an aging fleet of equipment, breakdowns and repairs happen more often and this requires the Road Department to keep it's mechanics working on equipment. A shop assistant relieves mechanics of most of the paperwork duties and allows them to focus on fixing equipment.

OTHER AGENCY INVOLVEMENT:

The Inyo County Auditors Office
Personnel Department

OTHER AGENCY INVOLVEMENT:

The Inyo County Auditors Office
Personnel Department

FINANCING:

The requested position is included in the Authorized Strength for the Road Department and has been included in the Salaries and Benefits identified in the Road Budget, Budget Unit 034600, Object Code 5001.

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: N/A Date
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: yes Date 9/22/2015
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: 9/22/15 Date

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 9/22/15

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent X Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Schedule time for ☐ Closed Session ☐ Informational

For Clerk's Use Only:

AGENDA NUMBER 39

FROM: County Counsel

FOR THE BOARD MEETING OF: October 6, 2015

SUBJECT: Request to Recruit and Hire an Assistant County Counsel or Deputy County Counsel

DEPARTMENTAL RECOMMENDATIONS:

Request your Board:

1. Find, consistent with the adopted Authorized Position Review Policy, (a) the availability of funding for the requested position will come from the money allocated to County Counsel's Office in the General Fund, as certified by County Counsel and concurred with by the County Administrator and Auditor-Controller; (b) an open recruitment is appropriate to ensure the greatest pool of qulaified candidates apply for the position; (c) authorize hiring one (1) Deputy County Counsel III Range 86 ($6,436-$7,822); Deputy County Counsel IV Range 89 ($6,931-$8,417); Assistant County Counsel Range 95 ($8,018 - $9,757); or, Senior Assistant County Counsel Range 97 ($8,423 - $10,242).

2. If the above recruitment results in hiring an Assistant County Counsel or a Senior Assistant County Counsel, authorize changing the departments authorized staffing by deleting a Deputy County Counsel position and adding an Assistant or Senior Assistant County Counsel position.

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 unanticpated emergencies and recommended by the County Adminstrator. Consistent with County Code, I am in support of recommendation to change the department's authorized staffing by deleting a Deputy County Counsel position and reinstating/creating an Asistant or Senior Assistant County Counsel position if warranted as a result of the associated recruitment process.

The County Counsel's decision to retire in December was announced after the adoption of this year's budget process and there is a need to ensure continuity of expereienced counsel in the Office while your Board recruits and appoints the next County Counsel. Authorizing the hiring of up to an Assistant or Senior Assistant County Counsel position, and making the associated changes to the department's authorized staffing, will provide the greatest opportunity to meet the Office's staffing needs to support your Board and all County departments.

SUMMARY DISCUSSION:

There is a vacancy in our office. Since our attorney manpower is allocated three positions, we cannot adequately serve our clients in the long run without three lawyers. Meeting the needs of the office requires working far in excess of forty (40) hours a week for the County Counsel and at times her deputy.

We will continue to pay for any incidental costs for the person to maintain his/her State of California Bar license.

ALTERNATIVES:

Existing staff levels are not adequate to handle the office's workload on a long-term basis: County Counsel could potentially retain outside counsel to provide service to some departments. This would likely be more expensive than handling the workload internally.

OTHER AGENCY INVOLVEMENT:

CAO, Auditor and Personnel.

FINANCING:

Funding for this position is budgeted in the Fiscal Year 2015-2016 County Counsel budget (010700).

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/8 Approved: MKW Date 10/1/15	
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Amy Shepherd Approved: AMS Date 10-1-15	
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: ✓ Date 10-01-15	

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Margaret Kemp-Williams/8 Date: 10/1/15

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
40

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

FROM: Office of County Counsel

FOR THE BOARD MEETING OF: October 6, 2015

SUBJECT: Authorization to Enter a Contract with Thomson Reuters' WestlawNEXT™ for Online Legal Research

DEPARTMENTAL RECOMMENDATION: Approve the attached contract with Thomson Reuters for online legal research service for a three year period commencing December 1, 2015 for the total amount of $26,026.53, contingent upon Board of Supervisors approval of future budgets and upon obtaining the appropriate signatures; and authorize the Chairperson to sign.

SUMMARY DISCUSSION: Our three (3) year contract with Westlaw for online research ended October 1, 2015. We began negotiating with both Thomas Reuters and Lexis Nexis several months back in an effort to obtain the research services needed by the Office at the lowest price. When negotiations with Thomas Reuters began, we had budgeted roughly $1,300 a month for online research, but learned it would more than likely cost more for WestlawNEXT™. By eliminating redundancies in our services and leveraging with a quote from Lexis Nexis of $650.00 per month for three (3) years subject to an annual 3% increase, we were able to get the online services the Office needs from WestlawNEXT™ at a substantially lower price than we have been paying to this point, thus reducing our overall office expense. The monthly breakdown for WestlawNEXT™ equates to $649.72 month or $8,420.37 the first year; the second year equates to $8,672.98; and the third year totals $8,933.18. This contract amounts to a reduction in library expenses for the County Counsel's office of about $4,580 from the FY 2015-16 budget. That amount saved may increase since we have also opted to stop the two annual paper subscriptions for West Annotated Codes: one in Bishop and one in Independence. The annotated Codes are available online under our contract with WestlawNEXT™. We continue to look for further cost savings as we evaluate our "print" library.

ALTERNATIVES: The Board could disapprove the contract with Thomson Reuters and approve a contract with Lexis-Nexis (the only two comprehensive providers of on-line legal research). The Board could disapprove purchasing any on-line research, however this would severely limit the effectiveness of the Office. On-line database services are the single best equalizer for rural law offices, which have no access to law libraries. The County faces the same legal issues as faced by County Counsels in all other 57 Counties. Online research continuously stays current on the evolving interpretations of the law, unlike print subscriptions which periodically send out "supplements" in order to remain current. Online research therefore provides the Office an ability to evaluate the law, and available treatises equal to that of larger County Counsel's Offices, which fosters legally sound defensible current opinions. This fact is especially compelling since we have stopped renewing the vast majority of our print library. In the 2013-2014 fiscal year, our paper subscription services were budgeted at $18,404 per year. That number was reduced to $11,200 for the 2014-2015 fiscal year, which was further reduced to a projected $10,064 for the current fiscal year.

OTHER AGENCY INVOLVEMENT: Auditor/Controller

FINANCING: The three year commitment of $26,026.53 for the online subscription in the County Counsel's Budget 010700, Object Code 5281 for on-line research. The breakdown for the first year $8,420.37, the second year $8,672.98 and the third year of the contract will total $8,033.18.

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 Lemp-Williams Approved: ✓ Date 09/24/15
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 09/24/2015
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: Margaret Lemp-Williams Date: 09/28/15
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

THOMSON REUTERS

Order Form

Contact your representative denny.oconnor@thomsonreuters.com with any questions. Thank you.

Order ID: **718248**

Subscriber Information

Account Address:
Account #: **1000057047**
INYO COUNTY COUNSEL
DEBBIE GONZALEZ
PO Box M
INDEPENDENCE, CA 93526
US
760-878-0229

Shipping Address:
Account #: **1000057047**
INYO COUNTY COUNSEL
DEBBIE GONZALEZ
PO Box M
INDEPENDENCE, CA 93526
US
760-878-0229

Billing Address:
Account #: **1000057047**
INYO COUNTY COUNSEL
DEBBIE GONZALEZ
PO Box M
INDEPENDENCE, CA 93526
US
760-878-0229

Payment and Shipping Information

Payment Method:
Payment Method: **WestAccount**
Account Number: **1000057047**

Shipping Information:
Shipping Method: **FREE Ground Shipping - U.S. Only**

Additional Information

Created By: **0080335**
Order Source: **27**
Revenue Channel: **01**
Order Date: **9/23/2015 3:42:53 PM**
P.O. Number:
Additional Data B: **5**

Order Contact Information

First Name	Last Name	Email Address	Phone	Contact Description	Contact Number
Debbie	**Gonzalez**	**dgonzalez@inyocounty.us**		**Order Confirmation Contact**	**28**
Debbie	**Gonzalez**	**dgonzalez@inyocounty.us**		**Primary Password Contact**	**24**

Internal Comments

- Exception Approval Code:E00000
- Exception Approval Code:E273984
- Worksheet Custom Pro:https://ordermation.west.thomson.com/esigs/of.aspx?pordergroupid=9eb5b063956a48d9a353474039df78de&pfv=true
- OF Ver:https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=cdcc5a5a2de34e82835bbab747463d96&isofview=yes

New Products – Online/Practice Solutions/Software/CD ROM/ProView

Qty	Product	Material ID
1	Government Select Level 1 States (WestlawNext™;) (Banded)	40988733

Modules to include in Custom PRO:

Material ID	Description
40982444	Primary Law with KeyCite®: All — California (WestlawNext™;)
40980477	California Analytical Library (WestlawNext™;)
41024657	Related Documents (WestlawNext™;)

Monthly Charges begin on the date West Publishing Corporation ("West, "we" or "our") processes your order and continue for 36 complete calendar months (Minimum Term). Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after 30 days written or online notice.

Minimum Term of 36 months and the Monthly Charges for the second 12 months will be 3% over the first 12 months; Monthly Charges for the third 12 month will be **3%** over the second 12 months

When your Minimum Term terminates, the following will apply:

Government Subscribers Post-Minimum Term. If you are a government subscriber, your subscription will change to a month-to-month status at the end of the Minimum Term, and your Monthly Charges will be billed at up to then current retail rate. Thereafter, we may modify the Monthly Charges after 30 days notice. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government subscriber, your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel in writing 30 days before an Automatic Renewal Term starts. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

You have **5** attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students for the banded products you selected to license or purchase in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable

User	Start Date	Position	Email
Baker, Marlena K		**NON-ATTORNEY/BUS PRO**	**mbaker@inyocounty.us**
Gonzalez, Debbie		**LIVENOTE ADMIN**	**dgonzalez@inyocounty.us**
Graham, Kyle Fletcher		**ATTORNEY**	**kylefgraham@hotmail.com**
James, Gregory		**ATTORNEY**	**gjames@inyocounty.us**
Kemp-Williams, Margaret		**ATTORNEY**	**mkemp-williams@inyocounty.us**
Kirby, John		**NON-ATTORNEY/BUS PRO**	**jkirby@inyocounty.us**
Nam, David		**ATTORNEY**	**dnam@inyocounty.us**

Initial shipment subtotal for product(s) not billed monthly:	N/A
‡Estimated tax:	TBD
Order total for initial shipment for product(s) not billed monthly:	$0.00
***Initial Monthly Charges for products under 36 month contract term:**	$649.72
Initial Monthly Charges Total:	$649.72

† Shipping costs for products ordered from West's affiliates located outside of the United States, its territories and possessions will be charged separately. Shipping costs are otherwise reflected in the price of the product.

‡ Your order may be subject to additional state and local sales taxes. All applicable sales taxes will be reflected in your bill.

subject to increase per the terms of this agreement.

Lapse Subscriptions

Active Subscriptions to Lapse	Contract Number	Material ID
DRAFTING ASSISTANT LITIGATION ON WESTLAW	0705704368	41130896
DRAFTING BRIEFTOOLS ON WESTLAW	0705705349	41130899
DRAFTING CITEADVISOR ON WESTLAW	0705706330	41130898
GOVERNMENT SELECT ON WESTLAW	0118432754	40988638
ALL ANALYTICAL LIBRARY ON WESTLAW	0118432740	40973477
CA ANALYTICAL LIBRARY ON WESTLAW	0118432741	40973489
CA LEGISLATIVE HISTORY ON WESTLAW	0118432745	40974484
CA PRIMARY LAW WITH KEYCITE ALL ON WESTLAW	0118432742	40973822
CORPUS JURIS SECONDUM ON WESTLAW	0118432744	40974243
DRAFTING ASSISTANT LITIGATION CASE NOTEBOOK RESEARCH	0118432756	41134254
GENERAL COUNSEL ALL PRIMARY LAW ON WESTLAW	0118432743	40973997
RELATED DOCUMENTS ON WESTLAW	0118432746	41024656

Miscellaneous

1. Charges, Payments Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

2. Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

3. Excluded Charges. If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf and http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caselogistix.pdf. Excluded Charges may change after 30 days written or online notice.

4. Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

5. Returns and Refunds. You may return a print or CD-ROM/DVD product to us within 45 days of the original shipment date if you are not completely satisfied. Different policies apply to print products you receive as part of a program such as Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack and WestPack. Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

6. Transportation Charges. Print and CD-ROM/DVD products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rate.

7. Applicable Law. This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

8. General Terms and Conditions, located at http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf, apply to all products ordered, purchased or licensed on this Order Form except print. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

9. Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

CD R.O.M. PRODUCTS / DVD PRODUCTS

- West LegalEdcenter
- West km software
- Westlaw Doc; Form Builder
- Time and Billing
- Westlaw Patron Access
- Westlaw Paralegal
- Campus Research
- ProView eBooks

Additional Contract Information

NON-AVAILABLITY OF FUNDS FOR WestlawPRO GOVERNMENT SUBSCRIBERS (not available to non-government subscribers).

If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year during the Minimum Term or Renewal Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service, the Subscriber Agreement and the Order Form, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for cancelling, and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation (and in the case of print/CD-ROM products, return all unpaid print/CD-ROM products and updates)

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

Signature for Order ID: 718248

Signature of Authorized Representative for order	**Title**
Printed Name	**Date**

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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: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF October 6, 2015

SUBJECT: Continuation of declaration of local emergency

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

FINANCING: N/A

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

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

42

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING October 6, 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

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

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

43

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF October 6, 2015

SUBJECT: Continuation of declaration of local emergency

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

FINANCING: N/A

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust 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:_____
(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

44

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF October 6, 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 *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date:_____
(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
45

☐ 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: October 6, 2015

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval of the minutes of the Board of Supervisors meetings as follows: A) Budget Hearings of September 2, 2015; B) Regular meeting of September 8, 2015; C) Regular Meeting of September 15, 2015; and D) Special Meeting of September 22, 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 *(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.)*
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 Assistant Clerk of the Board.)* Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)* Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS *(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)* 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
4b

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☒ Scheduled Time for 11:30 a.m. ☐ Closed Session ☐ Informational

FROM: County Administrator

FOR THE BOARD MEETING OF: October 6, 2015

SUBJECT: Ordinance Amending Section 2.88.55 of the Inyo County Code – Adding Psychiatrist Classification

DEPARTMENTAL RECOMMENDATION:

Request Board waive the first reading of an ordinance entitled "An Ordinance of the County of Inyo, State of California, Amending Section 2.88.055 of the Inyo County Code to Add the Psychiatrist Classification to the Competitive Service " and set October 12, 2015 at 11:30 a.m. in the Board of Supervisors Room, Independence, CA for entactment.

SUMMARY DISCUSSION:

Based on direction from your Board staff has prepared the Ordinance adding the Psychiatrist Classification to the Competitive Services in the Inyo County Code. Staff requests your Board waive the first reading of the ordinance entitled " An Ordinance of the County of Inyo State of California, Amending Section 2.88.055 of the Inyo County Code to Add the Psychiatrist Classification to the Competitive Service" and set October 12, 2015 at 11:30 a.m. in the Board of Supervisors Room, Independence for enactment.

ALTERNATIVES:

Your Board could choose to not waive the first reading of the ordinance and direct staff in a different direction

OTHER AGENCY INVOLVEMENT:

County Counsel, Personnel

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: ✓ Date 10/02/15
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_____
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 10/2/15

DEPARTMENT HEAD SIGNATURE: Kevin Carunchio Date: 10/2/15
(Not to be signed until all approvals are received)

ORDINANCE NO._____

AN ORDINANCE OF THE COUNTY OF INYO, STATE OF CALFORNIA, AMENDING SECTION 2.80.055 OF THE COUNTY CODE TO ADD THE PSYCHIATRIST CLASSIFICATION TO THE COMPETITIVE SERVICE

The Board of Supervisors of the County of Inyo, State of California, do ordain as follows:

SECTION ONE: AUTHORITY

Article 11 section 1(b) of California Constitution authorizes the governing body of a County to provide for the appointment of employees.

Government Code section 25300 allows the Board of Supervisors to provide for the number, compensation, appointment, tenure, and conditions of employment for County employees by resolution or ordinance.

Inyo County Code at Section 2.80 establishes a merit system subject to exemptions as set by the Board of Supervisors by ordinance.

SECTION TWO: PURPOSE

Inyo County Code §2.80.055 identifies the types of offices, positions that are exempt from the merit system, or competitive service.

SECTION THREE. SECTION 2.80.55 AMENDED

Section 2.80.55 is amended to read as follows:

G. Psychiatrist

SECTON FOUR. EFFECTIVE DATE

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption thereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of this Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against the same.

PASSED AND ADOPTED this _____ day of _____ 2015.

AYES:
NOES:
ABSENT:
ABSTAINED

_____
Matt Kingsley, Chairperson

ATTEST: Kevin Carunchio
Clerk of the Board

BY: _____

Patricia Gunsolley, Assistant Clerk of the Board