

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.

November 10, 2015

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LABOR NEGOTIATOR (Pursuant to Government Code §54957.6)** – Instructions to Negotiators re: wages, salaries and benefits – Title – County Counsel – Negotiator – as designated by the Board of Supervisors.
3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code § 54956.9(d)(2)].** – Significant Exposure to Potential Litigation (one case).
4. **CONFERENCE WITH LEGAL COUNSEL -ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(d)(4)]** - decision whether to initiate litigation (three cases).
5. **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.
6. **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.
7. **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.

OPEN SESSION

10:00 a.m. PLEDGE OF ALLEGIANCE

8. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
9. **PUBLIC COMMENT**

10. **INTRODUCTIONS** – the following Health and Human Services employees will be introduced to the Board: A) Amanda McClelland, Office Clerk; B) Joshua Alan Vega, Integrated Case Worker; C) Stephanie Tanksley, Administrative Assistant to the Director; and D) Peter Paul Charley, HHS Specialist.

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

11. **Information Services** – Request Board A) award and approve the Contract for software licensing and software implementation and related services for agenda management software to BoardSync, Inc., in an amount not to exceed \$14,230 for the period of November 10, 2015 through November 9, 2016, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
12. **Personnel** – Request Board A) approve a resolution titled "A Resolution of the Board of Supervisors, County of Inyo, State of California, Waiving Residency Requirement for Inyo County Counsel Marshall Rudolph;" B) approve the Contract between the County of Inyo and Marshall Rudolph for the provision of personal services as the Inyo County Counsel at a monthly salary of \$14,833.33 effective December 31, 2015 and authorize the Chairperson to sign; and C) approve a resolution titled "A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2006-09, Changing Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo."

HEALTH AND HUMAN SERVICES

13. Request Board ratify and approve the Memorandum of Understanding with Kern County for the provision of adoptions services for the period of July 1, 2015 through June 30, 2020; and authorize the Chairperson to sign.

PUBLIC WORKS

14. Request Board A) approve the plans and specifications for the Tecopa Heights Water Vending Machine Project; B) authorize the Public Works Director to advertise for bids for the project; C) authorize the Public Works Director to award the contract for the project if the bids received are within the project budget; and sign Contract documents, contingent upon the appropriate signatures being obtained; and D) authorize the Public Works Director to sign all other Contract documents, including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law.
15. Request Board accept and approve the Easement Deed for the Whitney Portal Road Federal Lands Access Project and authorize County Counsel to prepare a statement of legal sufficiency.
16. Request Board approve Exhibit 9-B Local Agency DBE Annual Submittal Form for the 2015-2016 Federal fiscal year and authorize the Chairperson to sign.
17. Request approval of a Resolution accepting the improvements for the South Bishop Improvement Project and authorizing the recording of a Notice of Completion for the Project.
18. Request approval of Amendment No. 4 to the Contract between the County of Inyo and Preferred Septic and Disposal, Inc., for Inyo County buildings and facilities trash disposal services, extending the ending date of the Contract from November 30, 2015 to June 30, 2016, and increasing the Contract by \$21,638.40 to a total amount not to exceed \$129,518.94; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
19. Request Board approve Amendment No. 7 to the Contract between the County of Inyo and Quincy Engineering adding the Upper Trona-Wildrose Road Repair Project (Project #TR13-044) in the amount of \$13,285, and increasing the total amount of the Contract by \$13,285 to an amount not to exceed \$1,448,700; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

SHERIFF

20. Request Board A) declare MorphoTrust USA, Inc., a sole-source provider of Livescan fingerprint machines; and B) authorize the purchase of a Livescan fingerprint machine from MorphoTrust USA, Inc., in an amount not to exceed \$22,262.76, including shipping and tax.

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

21. **SHERIFF** – Request Board A) declare J.E.I. a sole-source provider of digital voice logger equipment and related services; B) authorize the purchase of the following from J.E.I.: one Digital Voice Logger and necessary equipment (main voice recorder system, rack-mounted), including installation in an amount not to exceed \$10,651.08; one Redundant Digital Voice Logger and necessary equipment (sister recorder unit), including installation in an amount not to exceed \$7,920.71; and one-year annual license of Remote Test and Notification of J.E.I. Recorder Function, including set-up, in an amount not to exceed \$3,942; and C) amend the FY 2015-2016 Sheriff General Budget Unit 022700 by increasing estimated revenue in AB443 Sheriff (Revenue Code #4486) by \$22,514, and increasing appropriations in Equipment (Object Code #5650) by \$22,524. (4/5's vote required.)
22. **SHERIFF** - Request Board find that consistent with the Authorized Position Review Policy: A) the availability of funding for a Correctional Officer position comes from 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 vacancy could possibly be filled through an internal recruitment, however an it would be more appropriate to fill the position from an existing list that the County has recruited for and has an existing eligibility list that was approved and created for that position; and C) approve the hiring of one Correctional Officer at Range 64 (\$3,7353 - \$4,539).
23. **HEALTH AND HUMAN SERVICES – Behavioral Health Service Services** – Request Board find that consistent with the Authorized Position Review Policy: A) the availability of funding for an Office Clerk position exists in the Behavioral Health and Drinking Driver Program budgets, as certified by the Director of Health and Human Services 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 would be more appropriate to ensure qualified candidates apply; and C) approve the hiring of one Office Clerk III at Range 52 (\$2,880-\$3,500).
24. **HEALTH AND HUMAN SERVICES – FIRST/Wrap** – Request Board find that consistent with the Authorized Position Review Policy: A) the availability of funding for a Health and Human Services Specialist position exists in the FIRST Budget, as certified by the Director of Health and Human Services 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 would be more appropriate to ensure qualified candidates apply; and C) approve the hiring of one full-time Health and Human Special IV (4) at Range 60 (\$3,471-\$4,216).
25. **PLANNING** – Request Board review draft correspondence to U.S. Fish and Wildlife Service regarding the 90-day Petition Findings for the Inyo Mountains Salamander and the Panamint Alligator Lizard and if approved, authorize the Chairperson to sign.
26. **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.
27. **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.
28. **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.
29. **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.

30. **COUNTY ADMINISTRATOR – Emergency Services** - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Death Valley Down But Not Out Emergency" that was proclaimed as a result flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.
31. **CLERK OF THE BOARD** - Request approval of the minutes of the Board of Supervisors Meetings as follows: A) Special Meeting of October 9, 2015; B) Special Meeting of October 12, 2015; C) Special Meeting of October 14, 2015; D) the Regular Meetings of October 20, 2015; and E) the Regular Meeting of October 27, 2015.

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

- 11:30 a.m. 32. **PRESENTATION** – Request Board accept a presentation from representatives of Southern California Edison on the SCE Drought Resolution Initiative.
33. **ROAD DEPARTMENT** – Request Board A) conduct a **public hearing** to consider changing the name of Sunset Drive, west of Barlow Lane, to Sunset Road; and B) approve a resolution titled "Resolution of the Board of Supervisors, County of Inyo, State of California, To Change the Name of Sunset Drive, County Road #1131), West of Barlow Lane, to Sunset Road.
- 12:00 a.m. 34. **NOTIFICATION** – the Board may adjourn in order to allow the Board Members to attend the Swearing-in Ceremony for Inyo County Coroner Jason Molinar, in the Historic Courthouse Courtroom (top floor) located at 168 N. Edwards in Independence.

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

35. **INYO FISH AND WILDLIFE COMMISSION** – Request Board make appointments to fill three vacancies on the Commission as follows: two regular member positions to complete unexpired four-year terms ending October 6, 2019 and one alternate position to complete an unexpired term ending October 6, 2017. (*Notice of Vacancy resulted in requests for appointment being received from Steve Ivy, Doug Brown and John Fredrickson.*)

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

36. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
37. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

38. **PLANNING** – Request Board receive correspondence from Defenders of Wildlife regarding General Plan Amendment No. 2013-02/Inyo County (Renewable Energy) dated September 30, 2015.
39. **ENVIRONMENTAL HEALTH** – Proposition 65 Report of soil contamination at the site of a service station that is being taken out of service in Death Valley.
40. **STATE OF CALIFORNIA – Wildlife Conservation Board** – Notification of consideration of Middle Owens Valley Perennial Pepperweed Removal Inyo and Mono Counties funding during the November 15, 2015 Board Meeting.
41. **STATE OF CALIFORNIA – Department of Fish and Wildlife** – Notice of availability of Negative Declaration for Proposed Amendments to Freshwater Sport Fishing Regulations, Title 14, California Code of Regulations.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 11
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: County Administrator – Information Services

FOR THE BOARD MEETING OF: November 10, 2015

SUBJECT: Contract for Software Licensing and Software Implementation and Related Services for Agenda Management Software

DEPARTMENTAL RECOMMENDATION:

Request your Board: A) approve and award a contract for software licensing and software implementation and related services for agenda management software to BoardSync, Inc., in an amount not to exceed fourteen thousand two hundred and thirty dollars (\$14,230) for the period of November 10, 2015 through November 09, 2016 contingent on appropriate signatures being obtained; and B) authorize the Chairperson to sign the contract.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

In March 2015, the Great Basin Air Pollution Control District awarded a grant to the County of Inyo to mitigate pollution generated, in part, by vehicles driving to and from Independence to attend County Board of Supervisors (Board) meetings.

To provide an alternative to driving to Independence, a project with the goal to leverage technology to broadcast the Board meetings in real-time over the Internet (webcast) as well as record and archive the Board proceedings for later viewing via the Internet was established.

In order to achieve the desired goal, the project has been divided into two major tasks: 1) update the Board Chambers audio-visual hardware; and 2) implement an agenda management software system which supports streaming of Board meetings including electronic integration of agendas and related materials.

A team comprised of Fifth District Supervisor Matt Kingsley, County Administrative Officer Kevin Carunchio, Deputy County Administrative Officer Rick Benson, Assistant to the Board Clerk Patricia Gunsolley, Information Services Director Brandon Shults, and Programmer/Analyst Philip Traver evaluated several software solutions that culminated in two finalists: Granicus and BoardSync, Inc. After the final presentations, the team selected the solution offered by BoardSync. BoardSync's solution provided all the required functionality, seemed to be the more flexible and intuitive of the finalists, and cost the least.

The first year costs, which include implementation and training, are not to exceed fourteen thousand two hundred and thirty dollars (\$14,230). The annual recurring cost component of the total cost is ten thousand one hundred seventy-six dollars (\$10,176). The contract will automatically renew unless otherwise terminated in writing at least thirty days prior to the current term end date. The annual reoccurring cost has an annual cost escalator not to exceed five percent (5%).

ALTERNATIVES:

Your Board could choose to not approve and award the contract in which case the Board meeting streaming project would likely be put into jeopardy. Your Board could also ask for re-evaluation of alternative electronic agenda management solutions.

OTHER AGENCY INVOLVEMENT:

Any agenda submitting an agenda item to the Inyo County Board of Supervisors is potentially affected.

FINANCING:

The cost of the project is requested in the Great Basin APC grant FY 2015-16 budget [610189-5265] (Prof. Services). The cost for continued licensing in future years will be requested through Information Services budgets in those years.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>Yes</u> Date <u>11/02/15</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>11-4-15</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

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



Date: 11/4/15

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND BoardSync, Inc.

FOR THE PROVISION OF Software licensing and software implementation and related **SERVICES**

TERM:

November 10
FROM: ~~October 4, 2015~~

November 9
TO: ~~September 28, 2016~~

SCOPE OF WORK:

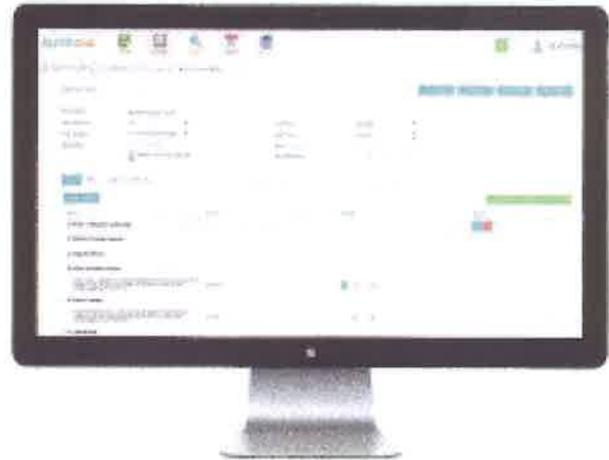
See Exhibit 1

KEY FEATURES

Moving Meetings Forward

BoardSync started with the desire to create the most advanced and instantly usable meeting collaboration and agenda management software available. To transform the arduous meeting management process into an intuitive and collaborative experience.

BoardSync is the fusion of powerful features, intuitive user experience, and beautiful design.



PROVEN PLATFORM

BoardSync starts with a platform that powers the leading governmental agencies in the US. We thought we could raise the bar, again. We re-designed the entire experience with the most advanced technologies and a lot of imagination.

INTUITIVE EXPERIENCE

Simplicity with advanced features is a complicated mix. True simplicity is about the right features in the right place, when you need them. And intuitively designed so you know how to use the application the very first time.

CUSTOMIZED FOR YOU

BoardSync is completely customized, including the agenda design, sections design, item design, workflow, labels, custom fields, security and a lot more. It's completely customized based on the requirements for each board or committee. All the while, providing staff with a consistent process.

ENHANCED SECURITY

We take security seriously. BoardSync has enhanced security protocols at all levels including the data centers, application and documents. We have the SSAE16 reporting standard for security controls. You're covered with a comprehensive third party risk assessment for infrastructure, physical access controls and policies relating to HIPAA HITECH compliance.

UNLIMITED MEETINGS

Have a lot of meetings with all of your boards, committees, and staff meetings? We have you covered with unlimited meetings, unlimited users, and unlimited board and committee members for all levels of BoardSync. We make the meeting process less meeting-like.



Modern Agenda Management

CUSTOMER PROPOSAL

This quote is valid until ~~10/15/2015~~ and subject the Terms and Conditions of Services.

11/10/2015

SERVICES SUMMARY

Customer Details:

Mr. Brandon Shults
 Inyo County, CA
 168 North Edwards Street
 Independence, CA 93526

Service Details:

BoardSync Enterprise

Includes:

- Unlimited Users
- Unlimited File Storage
- Unlimited Meeting Types
- Minutes Module
- Citizen Portal

Service Dates:

Agreement Effective Date:

~~October 3, 2015~~

November 10

Annual Term Dates

~~10/01/15 - 09/30/2016~~

11/10/15 - 11/09/2016

Optional Annual Renewal Dates

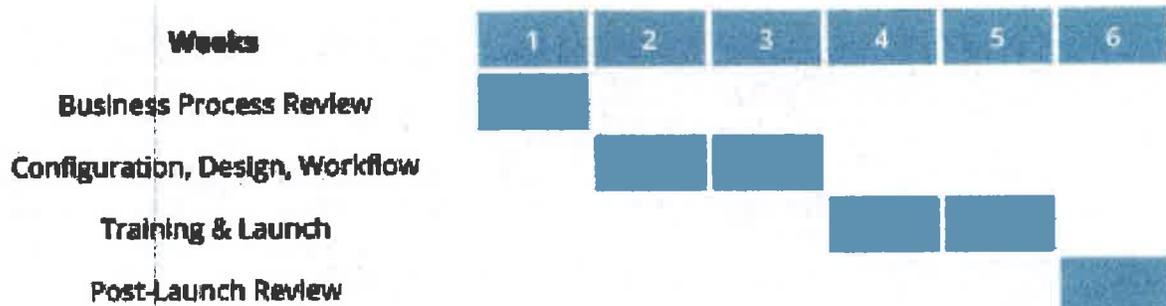
~~10/1 of each year~~

11/10

Service Fees

BoardSync Enterprise Meeting Management (\$499 per month) - Includes support and <u>all future upgrades</u> BILLED ANNUALLY	\$5,988
BoardSync Enterprise Meeting Management Implementation - configuration, template customization and training services. BILLED ONE-TIME	\$1,999
BoardSync Video On-Demand and Live Streaming Add-On (\$349 per month) - Includes support and <u>all future upgrades</u> BILLED ANNUALLY	\$4,188
BoardSync Video On-Demand and Live Streaming Implementation - configuration, template customization and training services. BILLED ONE-TIME	\$999
Total 1st Year Service Fees	\$13,174

PROJECT TIMELINE



“Customer Success” is our focus during the entire implementation and launch process. We learn about your process to determine the best configuration for you. With the proper configuration, training, and support, your agenda automation project will be a complete success.

1. Business Process Review

Kick-off Call
Implementation Questionnaire

The implementation process begins with a kick-off call to discuss the process with your key staff. We'll also learn about your process, terminology, and workflow processes. Lastly, we discuss the materials we need to gather from you to design your agendas.

2. Configuration

Agenda Design
Workflow and System Configuration

Based on the information we gather, our staff and designers will complete the initial configuration and design of your agendas. We'll schedule another call with key staff to review the initial design and finalize the configuration. We'll also make suggestions or give ideas based on our experiences with other customers.

3. Training & Launch

Administrator and User Training
Go Live!

Now it's time to train the administrators and users on the system. After training, we'll provide staff with a Get Started Guide, links to our online community, and access to our extensive video library. You're ready to go live!

4. Post-Launch Review

Process Review
Configuration Changes

After using the system for a meeting cycle or two, you might want to add something, change a certain configuration, or just have a few questions. We'll schedule a call to review all of these topics and more. We can easily add, change or tweak the configuration at any time.

1. Services. Services means the BoardSync Internet based system for agenda management, meeting minutes management and/or streaming media and managing media content, and may include software, and software tools, user interface designs, and documentation, and any derivatives, improvements, enhancements or extensions thereof.

2. Grant of License. Subject to the terms and conditions of this Agreement, BoardSync grants to Customer a non-exclusive, non-transferable, limited license to permit Users of Customer to access and use the Services identified in Services. This Agreement does not transfer to Customer any ownership or proprietary rights in the Technology, and all right, title and interest in and to the Services and Technology will remain solely with BoardSync.

3. Service Levels and Support. BoardSync will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards including, maintaining Services availability 24 hours a day, 7 days a week and responding to customer's requests for support during the hours of 7:00 AM to 7:00PM CT, Monday through Friday and any critical support requests 24 hours per day, 7 days a week. The service(s) are provided on an "as is" basis, and customer's use of the service(s) is at its own risk. BoardSync does not warrant that the service(s) will be uninterrupted or error-free or unaffected by force majeure events.

4. Content Ownership. The Customer shall own all right, title, and interest in and to all Content on a worldwide basis, including, without limitation, all Intellectual Property rights relating thereto, all and any content that is transmitted or made available to BoardSync pursuant to this Agreement.

5. Responsibility for Content. The Customer shall have sole control and responsibility over the determination of which data and information shall be included in the Content that is to be transmitted to BoardSync. The Customer shall not provide to BoardSync or allow to be provided to BoardSync any Content that (a) infringes or violates any 3rd party's Intellectual Property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

6. Fees. All fees are billed on an annual basis in advance and are due upon receipt of invoice, Net 30 days. Billing commences on the Agreement Effective date defined in the Services Summary. BoardSync reserves the right to exercise cost of living increases, up to five percent (5%) annually. Fees are exclusive of all taxes.

7. Term. As defined in the Services Summary, the Customer agrees to purchase Services defined in Section 1., from BoardSync for a minimum of one (1) year. Either party may terminate this agreement without cause providing that the terminating party gives the other party thirty (30) day's written notice prior to termination. In the event that Customer terminates this Agreement all payments for services previously rendered will immediately be due. Upon the effective date of termination of this Agreement, BoardSync will immediately cease providing the Service(s) and will return or make available all Customer content within forty-five (45) days.

8. Optional Term(s). Upon the expiration of the initial term as described in Section 8 (Term), this Agreement will continue to auto-renew according to subsequent annual Optional Terms unless Customer, at its sole and absolute discretion, notifies BoardSync in writing of its intention not to extend the term of the Agreement at least thirty (30) days prior to expiration of the current term end date.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 12

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

FROM: County Administrator
FOR THE BOARD MEETING OF: November 10, 2015
SUBJECT: Personnel Services Contract

DEPARTMENTAL RECOMMENDATION:

Request your Board approve: A) Resolution 2015-_____ "A Resolution of the Board of Supervisors, County of Inyo, State of California, Waiving Residency Requirement for Inyo County Counsel Marshall Rudolph" and B) Contract between the County of Inyo and Marshall Rudolph for the provision of personal services as the County Counsel at a monthly salary of \$14,833.33, effective December 31, 2015 and authorize the Chairperson to sign. B) Approve Resolution 2015-_____, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2006-09, Changing Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo" and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

At the conclusion of interviews and negotiations, your Board directed Staff to prepare this contract and bring it to your Board for final consideration and action. This is standard contract 207, which outlines all the terms and condition of employment.

ALTERNATIVES:

Your Board could choose to not approve this contract and re-negotiate the terms and conditions.

OTHER AGENCY INVOLVEMENT:

County Counsel
 Personnel

FINANCING:

This position will be budgeted in FY 2015/16 County Counsel Budget

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <input checked="" type="checkbox"/> Date: 11/5/15
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date: 11/5/15
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <input checked="" type="checkbox"/> Date: 11/5/15

DEPARTMENT HEAD SIGNATURE: Kevin Carandino Date: 11/5/15
 (Not to be signed until all approvals are received) by Sue D

RESOLUTION NO.

**RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA
WAIVING RESIDENCY REQUIREMENT FOR
INYO COUNTY COUNSEL
MARSHALL RUDOLPH**

WHEREAS, Government Code Section 24001 requires County Counsel to be a resident of the County they represent; and

WHEREAS, the Board has the authority to waive the requirement if it's in the best interest of the County; and

WHEREAS, the County finds it is in the best interest of the county to waive this requirement; and

WHEREAS, Government Code Section 27641.1 authorizes the Board of Supervisors to waive the residency requirements of its County Counsel via a resolution; and

WHEREAS, the County of Inyo has selected Mr. Marshal Rudolph to be appointed County Counsel upon the resignation of the current County Counsel in December, 2015; and

WHEREAS, Mr. Marshall Rudolph is a resident of Mono County;

NOW THEREFORE, pursuant to Government Code Section 27641.1 the Inyo County Board of Supervisors waives the residence requirement for County Counsel for Mr. Marshall Rudolph.

PASSED AND ADOPTED this 10th day of November, 2015 by the following vote:

**AYES:
NOES:
ABSTAIN:
ABSENT:**

Chairperson, Inyo County Board of Supervisor

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

by _____
Patricia Gunsolley

RESOLUTION NO. 2015- _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO,
STATE OF CALIFORNIA, AMENDING RESOLUTION 2006-06 CHANGING SALARY AND/OR
TERMS AND CONDITIONS OF EMPLOYMENT FOR APPOINTED OFFICIALS EMPLOYED IN
THE SEVERAL OFFICES OR INSTITUTIONS OF THE COUNTY OF INYO**

WHEREAS, the Board of Supervisors, pursuant to Government Code Section 25300, shall prescribe the compensation of all County Officers and shall provide for the number, compensation, tenure, appointment and conditions of employment of all County employees; and

WHEREAS, Appointed Officers are employees of the County of Inyo; and

WHEREAS, the Board of Supervisors desires to change the compensation, tenure, appointment and/or conditions of employment for Appointed County Officials;

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby amends Article 7a of Resolution 2006-06 to read as follows:

ARTICLE 7. SALARIES

A. Salaries

Appointed Officials shall be paid a monthly salary as set forth in the schedule below:

Appointed Officers	July 2, 2015 thru December 30, 2015	December 31, 2015 and on
Ag Comm/Weights and Measures	\$8,702.00	\$8,702.00
Chief Probation Officer	\$9,980.00	\$9,980.00
Child Support Director	\$9,653.00	\$9,653.00
County Administrator	\$14,009.00	\$14,009.00
County Counsel	\$12,735.00	\$14,833.33
Environmental Health Director	\$9,318.00	\$9,318.00
Health and Human Services Director	\$10,902.00	\$10,902.00
Planning Director	\$9,572.00	\$9,572.00
Public Works Director	\$11,497.00	\$11,497.00
Water Director	\$10,317.00	\$10,317.00

PASSED AND ADOPTED this 10th of November , 2015 following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson Inyo County Board of Supervisors

Attest: Kevin Carunchio
Clerk of the Board

BY: _____
Patricia Gunsolley, Assistant

**AGREEMENT BETWEEN COUNTY OF INYO
AND MARSHALL RUDOLPH
FOR THE PROVISION OF PERSONAL SERVICES
AS COUNTY COUNSEL**

INTRODUCTION

WHEREAS, Marshall Rudolph (hereinafter referred to as "Officer") has been selected to serve as County Counsel, upon the resignation of the current County Counsel; and

WHEREAS, Officer shall be duly appointed as County Counsel for Inyo County; and

WHEREAS, The County of Inyo (hereinafter referred to as "County") and Officer desire to set forth the manner and means by which Officer will be compensated for performance of duties;

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Officer hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Officer shall furnish to the County, those services and work as required by law, including, but not limited to those duties outlined in Government Code Sections 26250, 26526, 26529, 27646, 26522, 26523, 26254, 27642, 27643, 27646, 27647, Elections Code 9105, 9313, Penal Code section 934, Welfare and Institutions Code sections 318.5, 5000, et seq, County ordinances, rules, regulations, resolutions, policies, County Counsel job description and any other duties as may be assigned by the Board of Supervisors.

Services and work provided by the Officer under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. TERM.

The term of this Agreement shall commence on December 31, 2015 and shall remain in effect until December 31, 2019 pursuant to the four year term under California Government Code section 27641. Thereafter, the Agreement shall be automatically renewed unless the County serves County Counsel with a written notice of non-renewal at least ninety (90) days prior to the expiration of the four year term. Upon automatic renewal, the terms and conditions of the renewed agreement shall remain the same as set forth herein.

3. CONSIDERATION.

- A. Compensation. County shall pay Officer a salary of Fourteen Thousand, Eight Hundred and Thirty Three Dollars and Thirty-Three Cents (\$14,833.33) per month for the services and work which are performed by Officer.
- B. Benefits. County will provide Officer with the same benefits, allowances, and other considerations which the County provides to other County Department Heads as a group, as provided in Resolution 2006-06, except for sick leave buyback. In addition, Officer shall receive the benefits listed below. To the extent the benefits listed below differ from those benefits provided to other County Department Heads, the benefits specified in this Agreement shall govern.
1. Sick Leave. Officer shall accrue 15 days of sick leave per year, with no maximum accrual. Officer shall be credited with 40 hours of sick leave upon the first day of Officer's employment. Officer shall not be entitled to the sick leave buyback benefit. In the event of termination or resignation from employment, Officer shall not be entitled to compensation for accumulated and unused sick leave hours. This provision shall not affect Officer's ability to convert accrued sick leave into a PERS service credit, to the extent allowed for other Department Heads.
 2. Administrative Leave. In addition to "flexible leave," provided to other Department Heads, Officer shall be entitled to 60 hours of administrative leave per year, to be credited on January 1 of each year. The administrative leave shall not be carried over to the following calendar year and shall have no cash value upon Officer's separation from employment.
 3. Vacation Leave. Officer shall accrue 19 days (152 hours) of vacation leave per year. Officer can accrue a maximum of 35 days (280 hours) of vacation leave. The County Administrative Officer may provide an exception to the maximum accrual limit of 35 days (280 hours) through January of each year of this contract, and Officer may cash out any hours over 280 hours of accrued and unused vacation leave during the month of January of each year of this Agreement. In the event of termination or resignation from employment, Officer shall be entitled to compensation for 100% of accumulated and unused vacation leave hours, up to the maximum of 280 hours set forth above. If Officer remains employed by County after 3 years, he shall accrue an additional day of vacation for each additional year of service, commencing on his 4th year of employment up to a maximum accrual rate of 25 days per year.

4. **Longevity Pay.** If Officer remains employed by County, Officer shall be entitled to an increase in base salary of two percent (2%) commencing on Officer's fourth year of employment. If Officer remains employed by County, Officer shall receive an additional two percent (2%) increase in base salary commencing on Officer's ninth year of employment. If Officer remains employed by County, Officer shall receive an additional two percent (2%) increase in base salary commencing on Officer's fourteenth year of employment. If Officer remains employed by County, Officer shall receive an additional two percent (2%) increase in base salary commencing on Officer's nineteenth year of employment.
- C. **Retirement and Maintenance of Current Benefits:** Officer shall be entitled to the same retirement, retiree health social security and CalPERS benefits to which other County Department Heads are entitled. Officer must meet the eligibility criterion as required of other County Department Heads in order to qualify for these benefits. Officer shall have the same deductions taken from his pay for these benefits as other County Department Heads.
- D. **Travel and per diem Expenses.** Travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status merit system employees. County reserves the right to deny reimbursement to Officer for travel or per diem expenses which are either in excess of the amounts that may be paid, or which are incurred by the Officer without the proper approval of the County.
- E. **County Motor Vehicle.** County will provide and maintain a motor vehicle for Officer's use. Such vehicle will be assigned to Officer for his exclusive use as required by his twenty-four hour emergency and professional response requirements within the County. The vehicle may be used for business purposes according to Inyo County policy and may be used to commute between Officer's residence and County offices and may be stored at Officer's residence. At Officer's option, which may be exercised one time during the term of this Agreement, Officer may elect to receive a \$750 monthly car allowance in lieu of the use of a County-assigned motor vehicle in accordance with applicable County policy. The parties may review and amend the benefit in this Section, at the time of Officer's performance evaluation review.
- F. **No Additional Consideration.** Except as expressly provided in this Agreement, Officer shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.
- G. **Manner of Payment.** Officer will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

- H. Federal and State Taxes. From all payments made to Officer by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident).

4. WORK SCHEDULE AND OFFICE LOCATIONS.

Officer is expected to devote necessary time outside normal office hours, and at locations necessary to meet his or her obligation to perform the services and work as required by statute and the Board of Supervisors. Officer shall maintain regular office hours at the County offices in Independence and Bishop, at times determined with input from the Chief Administrative Officer. It is also understood that Officer may need to deviate from "regular" office hours on any given week due to appointments, meetings, and work-related demands outside of Officer's control. Officer shall schedule any appointments for medical treatment, or other personal appointments so as to minimize the inconvenience to fellow employees and the impact on his ability to perform his work.

5. RESIDENCY REQUIREMENT

The parties acknowledge that Government Code section 24001 provides that County Counsel must remain a resident and registered voter of Inyo County in order to maintain eligibility for the office of County Counsel. Notwithstanding this provision, the County hereby agrees that it shall waive this requirement pursuant to Government Code section 27641.1 and 24001 during the term of this Agreement. The County agrees that it is in the best interest of the County to waive this requirement.

6. SELECTION OF STAFF PRIOR TO DECEMBER 31, 2015

To the extent vacancies exist in the Office of the County Counsel before December 31, 2015, Officer shall be allowed to participate in the selection process and solely recommend staff to fill vacant positions to the same extent as other County Department Heads.

7. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Officer to provide the services and work described in the Scope of Work must be procured by Officer and be valid at the time Officer enters into this Agreement. Further, during the term of this Agreement, Officer must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, and professional licenses or certificates. The County will pay the cost of the licenses, certificates, continuing education, professional development, and permits necessary for Officer to practice law in the State of California and before all appropriate federal courts. All other licenses, certificates, and permits will be procured and maintained in force by Officer at no expense to the County. Officer will provide County, at County's request, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in the Scope of Work. Where there is a dispute between Officer and County as to what licenses,

certificates, and permits are required to perform the services identified in the Scope of Work, County reserves the right to make such determinations for purposes of this Agreement.

8. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

County shall provide Officer with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Officer to provide the services identified in this Agreement.

- A. Supplies. Equipment etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Officer by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Officer will use reasonable care to protect, safeguard and maintain such items while they are in Officer's possession.
- B. Products of Officer's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result or product of, Officer's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Officer will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation coverage to Officer for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Officer for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. STATUS OF OFFICER.

All acts of Officer relating to the performance of this Agreement shall be performed by Officer as the County Counsel of the County. Officer has no authority to bind, incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in the Scope of Work.

11. DEFENSE AND INDEMNIFICATION.

In the event the Officer is sued for acts performed within the course and scope of providing services and work described in the Scope of Work of this Agreement, County shall defend, indemnify, and hold the Officer harmless from any and all liability arising from such acts

as required by law.

12. TERMINATION AND DISCIPLINE.

This Agreement may be terminated without cause by the County at the expiration of Officer's four (4) year statutory term of office as County Counsel by County giving to Officer written notice of such intent to terminate at least ninety (90) days before the expiration of such term of office. If County does not give such notice at ninety (90) days before expiration of Officer's term of office, Officer will be reappointed for another four (4) year term.

Officer may be removed at any time as provided by Government Code Section 27641. Such removal terminates this Agreement. Upon termination, Officer shall no longer be entitled to any compensation or benefits.

Officer may terminate this Agreement without cause, and at will, for any reason whatsoever by giving sixty (60) days written notice of such intent to terminate this Agreement with the County. Upon termination, Officer shall no longer be entitled to any compensation or benefits.

13. ASSIGNMENT.

This is an agreement for the personal services of Officer. County has relied upon the skills, knowledge, experience, and training of Officer as an inducement to enter into this Agreement. Officer shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County.

14. NONDISCRIMINATION.

Officer agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County, and providing that no person in the United States shall, on the grounds of race, color, religion, ancestry, sex, age, physical handicap, or national origin, be subjected to discrimination.

15. CONFIDENTIALITY.

Officer agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Officer only as allowed by law.

16. CONFLICTS.

Officer agrees that he has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Officer agrees to complete and file appropriate conflict of interest statements,

17. POST AGREEMENT COVENANT.

Officer agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Officer agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Officer by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

18. ATTORNEY'S FEES.

If either of the parties hereto brings any action or proceeding against the other, including, but not limited to, an action to enforce or to declare the termination, cancellation, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs, incurred in connection therewith.

19. AMENDMENT.

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

20. NOTICE.

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which Officer or County shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first class mail to the respective parties as follows:

County of Inyo

County Administrative Officer
P. O. Box N
Independence, CA 93526

Department
Street
City and State

Officer:

Marshall Rudolph

Name

184 Crowley Lake Drive
Crowley Lake, CA 93546

Street
City and State

21. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

22. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. The parties agree that any ambiguity in this Agreement shall not be construed or interpreted against, or in favor of, either party.

23. SEVERABILITY

Should any provision herein be found or deemed invalid, this Agreement shall be construed as not containing such provisions, and all other provisions that are otherwise lawful shall remain in full force and effect, and to this end, the provisions of this Agreement are declared to be severable.

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

COUNTY OF INYO	OFFICER
BY: _____	BY: 
	Marshall Rudolph
Dated: _____	Dated: 11/5/15
APPROVED AS TO FORM AND LEGALITY	
 County Counsel	Dated: 11/03/15

APPROVED AS TO ACCOUNTING FORM	
 County Auditor	
APPROVED AS TO PERSONNEL REQUIREMENTS:	
 Personnel Services	11/5/15



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

13

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

FROM: HEALTH & HUMAN SERVICES, Social Services

FOR THE BOARD MEETING OF: November 17, 2015

SUBJECT: Memorandum of Understanding with Kern County for Adoptions Services

DEPARTMENTAL RECOMMENDATION:

Request Board approve and ratify the Memorandum of Understanding (MOU) with Kern County for provision of Adoptions Services for the period July 1, 2015 through June 30, 2020; and authorize the Chairperson to sign six (6) original copies.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Public adoption services are a final and permanent stage of services for certain children involved in the Child Welfare program. Annually, Inyo County's Child Welfare program may have the need for adoption services for one child; in some years, no children in Inyo's Child Welfare program move to adoptions. Because of this historically low volume, Inyo County has had a long-standing agreement, lasting more than three decades, with Kern County for their Child Welfare program to provide adoption services when the need arises in Inyo County.

The most recent MOU expired on June 30, 2015, and the approved updated MOU received approval from County Counsels in both counties in August 2015, and was approved by the Kern County Board of Supervisors in September 2015.

ALTERNATIVES:

Your Board could deny approval. If so, our Inyo County Child Welfare staff would have to be trained in the statutory and regulatory requirements to provide the mandated public adoptions services.

OTHER AGENCY INVOLVEMENT:

California Department of Social Services, Inyo County Juvenile Court

FINANCING:

There is no funding exchange involved in this MOU. The State funds public adoptions for counties, and Inyo's historically small numbers of adoptions have been included in the formula for Kern's allocation for adoptions.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: <u>Margaret Kemp-Williams</u> <u>Yes</u> Date: <u>10/23/15</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <u>[Signature]</u> <u>yes</u> Date: <u>10/29/2015</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: _____ Date: _____
BUDGET OFFICER:	BUDGET AND RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.) Approved: _____ Date: _____

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

Jean Turner Date: 10-30-15

**AGREEMENT
FOR
INTER-COUNTY ADOPTION SERVICES
Independent Contractor**

(County of Kern – County of Inyo)

THIS AGREEMENT ("**Agreement**") is made and entered into on SEP 29 2015 ("**Execution Date**"), by and between the COUNTY OF KERN, a political subdivision of the State of California ("**County**"), as represented by the Department of Human Services ("**Department**"), and the ~~County of Inyo, a political subdivision of the State of California, ("**Inyo**"), whose principal place of business is at 163 May Street, Bishop, CA 93514. County/Department and Inyo are referred to individually as a "**Party**" and collectively as the "**Parties**".~~

WHEREAS:

- a. Government Code Sections 31000 and 53060 permit the County Board of Supervisors to contract for the furnishing of special services with individuals specially trained, experienced, and competent to perform those services; and
- b. Department is a full-service public adoption agency licensed by the State of California and serves all 3 members of the adoption train – the birth parents, adoptive parents, and children; and
- c. Section 408 of the Social Security Act and State regulations in EAS 45-202.614 and 45-203.514 require that a written agreement be in effect between the adoptive agency and the welfare department in order to claim federal and/or State AFDC – FC for costs of care for foster children supervised by an adoption agency; and
- d. Department and Inyo wish to provide for cooperation between themselves in the processing of adoptions within Inyo County.

NOW, THEREFORE, IT IS AGREED between the Parties as follows:

1. TERM

This Agreement shall commence on the July 1, 2015, and shall remain in effect until June 30, 2020, unless sooner terminated as provided for in this Agreement.

2. ADOPTION SERVICES CRITERIA

This Agreement shall be applicable to a child who is likely to be freed for adoption placement as a result of the occurrence of one of the following:

- A. The child has been declared free from the care, custody, and control of one or both parents; or
- B. The child, prior to relinquishment by one or both parents, has been accepted for voluntary placement by the welfare department or by a public adoption agency.

3. RESPONSIBILITIES OF INYO

- A. Inyo shall place the child in a eligible facility as specified in EAS 45-202.5 or EAS 45-203.4; and
1. If the child is placed in the family home of a relative or the home of a person named in a direct court order, Inyo shall document that the home is suited to the child's needs.
 2. If the child is placed in a licensed Foster Family Home or with a certified Foster Family Agency Home, Inyo shall document that such placement is necessary to meet the needs of the child, and the current placement is in the best interest of the child.
 3. Fax a completed Adoption Review form to Department for the initial Adoption Assessment a minimum of 45 days prior to the 366.21 (e) or 366.21 (f) hearing.
 4. Notify Department within 5 days after the 366.21 (e) or 366.21 (f) hearing that a 366.26 hearing has been calendared.
 5. Continue to make monthly contacts with the child and substitute care provider and document contacts in the CWS/CMS system.
 6. Provide Department Adoption Social Worker with hard copies of all birth, medical, dental, and educations records for the purpose of writing the child assessment.
 7. Communicate any changes in the child or prospective adoptive parent's status to Department within 5 days.
- B. Inyo shall determine eligibility for AFDC—FC and pay aid as appropriate under application federal and State statutes and regulations.
- C. Inyo shall complete the re-determination for ongoing eligibility for the Adoption Assistance Program as appropriate under the application of federal and State statutes and regulations.

4. RESPONSIBILITIES OF COUNTY

- A. Department shall provide the following services in accordance with 45 CFR 233.110(a)(2) and EAS 45-201.4:
1. Develop a written assessment of the child, determine if freeing the child for adoption is in the child's best interest, and identify the current caretaker(s) of the child as the prospective adoptive parent(s).
 2. Travel to Inyo County to interview and assess the child and current family for the purpose of making a recommendation to the court as to the most appropriate permanent plan for the child and identifying the current

caretaker(s) as the prospective adoptive parent(s).

3. Upon notification from Inyo that 366.26 hearing has been calendared, assign an adoption social worker as secondary on the case record in CWS/CMS.

B. Department shall provide Inyo with the following:

1. Completed Child Assessment and an assessment of the prospective adoptive parent(s) with recommendations of adoption, legal guardianship, or long term foster care.
2. Adoption folder containing all educational, medical, dental, and mental health history, and any other necessary documentation for the purposes of completing the adoption.
3. Completion of the Adoption Placement Agreement.
4. Completion of the Adoption Assistance Agreement.
5. Determination of Adoption Assistance Payment level.

5. COMPENSATION

The services conducted pursuant to the terms and conditions of this Agreement shall be performed without the payment of any monetary consideration by either Party, one to the other.

6. REPRESENTATIONS

Both Department and Inyo understand that federal and State participation in AFDC—FC payments are dependent upon mutual completion of all responsibilities as set forth above in **Sections 3 and 4**.

Both Parties make the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

- A. Both Parties have the expertise, support staff and facilities necessary to provide the services described in this Agreement; and
- B. Neither Party has any actual or potential interests adverse to the other, nor does either Party represent a person or firm with an interest adverse to the other with reference to the subject of this Agreement; and
- C. Both Parties shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

7. ASSIGNMENT

Neither Party shall assign or transfer this Agreement or its obligations hereunder, or any part thereof.

8. NEGATION OF PARTNERSHIP

In the performance of the services under this Agreement, the Parties shall be, and acknowledges that the Parties are in fact and law, independent parties and not agents or employee of the other Party. The parties have and retain the rights to exercise full supervision and control over the manner and methods of providing services under this Agreement. The Parties retain full supervision and control over the employment, direction, compensation and discharge of all persons assisting each Party in the provision of services under this Agreement. With respect to each Party's employees, if any, that Party shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employment taxes whether federal, State or local, and compliance with any and all other laws regulating employment.

9. IMMIGRATION REFORM AND CONTROL ACT

The Parties acknowledge that the Parties, and all subcontractors hired by the Parties to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). The Parties are and shall remain in compliance with IRCA and shall ensure that any subcontractors hired by the Parties to perform services under this Agreement are in compliance with IRCA. In addition, the Parties agree to indemnify, defend and hold harmless the other Party, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that the other Party's employees, or the employees of any subcontractor hired by the other Party, are not authorized to work in the United States for the other Party or its subcontractor and/or any other claims based upon alleged IRCA violations committed by either Party or either Party's subcontractors.

10. INDEMNIFICATION

Pursuant to Government Code section 895.4, the Parties to this Agreement shall indemnify, defend, and hold harmless the other Party and its officers, agents, and employees from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorneys' fees, which arise by virtue of its own acts or omissions (either directly or through or by its officers, agents, or employees) in connection with its duties and obligations under this Agreement and any amendments hereto.

Each Party understands and acknowledges that its assurance is given in consideration of and for the purpose of receiving compensation for service as provided in this Agreement, which compensation is funded through federal and State assistance. In the event a Party is subject to any fiscal sanction or other legal remedies as a result of the Party's failure to comply with the requirements of this section, that Party shall indemnify and hold harmless the other Party from any such fiscal sanction or other legal remedy imposed against the other Party as provided in the indemnification provisions of this Agreement. The Party shall participate in and pay the other Party's costs incurred in the other Party's defense in any judicial or administrative hearing or process to determine where a violation of this section has occurred.

11. INSURANCE

Both Kern and Inyo are self-insured and carry excess insurance to cover the risk of bodily injury and property damage losses caused by the acts and/or omissions of the Parties' respective employees, officers and/or agents in carrying out the activities required under this Agreement.

12. EVALUATION

Services to be provided by Inyo shall be evaluated by Department on a continuing basis. Evaluation may be accomplished by written or verbal communication and/or by site visits to view fiscal and/or program processes and information. Any deficiencies noted during an evaluation shall be stated and placed in detailed written form, with a copy submitted to Inyo. Inyo shall respond in writing to the deficiencies statement within 20 days from the date of receipt. A plan to remedy these deficiencies, where applicable, shall be implemented within 60 days from the date of the deficiencies statement. Failure to remedy the stated deficiencies may result in termination of the Agreement by County.

13. CONTRACT DISPUTE

Should a dispute arise between Inyo and County relating to performance under this Agreement, each Party will, prior to exercising any other remedy which may be available, provide the other Party with written notice of the particulars of the dispute within 30 calendar days of the dispute. Both Parties will meet, review the factors in the dispute, and recommend a means of resolving the dispute before a written response is given to the other Party. Party receiving the written notice will provide a written response to the other Party within 30 days of receipt of the written notice.

14. TERMINATION

Either Party may terminate this Agreement, with or without cause, upon 30 days prior written notice to the other Party.

15. NOTICES

Notices to be given by one Party to the other under this Agreement shall be given in writing by personal delivery, by certified mail, return receipt requested, or express delivery service at the addresses specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received four days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above.

Notice to County shall be addressed as follows:

Director
Kern County Department of Human Services
P.O. Box 511
Bakersfield, CA 93302

Notice to Contractor shall be addressed as follows:

Director
Inyo County Health and Human Services
163 May Street
Bishop, CA 93514

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

16. OWNERSHIP OF DOCUMENTS

All reports, documents, and other items generated or gathered in the course of providing services by Department County under this Agreement are and shall remain the property of Department. All reports, documents, and other items generated or gathered in the course of providing services by Inyo under this Agreement are and shall remain the property of Inyo.

17. CONFLICT OF INTEREST

The Parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. Both Parties agree that they are unaware of any financial or economic interest of any public officer or employee of either Party relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, either Party may immediately terminate this Agreement by giving written notice thereof. Both Parties shall comply with the requirements of Government Code Section 87100 et seq. during the term of this Agreement.

18. SOLE AGREEMENT

This document, including all attachments hereto, contains the entire agreement between the Parties relating to the services, rights, obligations, and covenants contained herein and assumed by the Parties respectively. No inducements, representations, or promises have been made, other than those recited in this Agreement. No oral promise, modification, change, or inducement shall be effective or given any force or effect.

19. AUTHORITY TO BIND COUNTY

It is understood that neither Party in the performance of the respective duties under this Agreement, has any authority to bind the other Party to any agreements or undertakings.

20. MODIFICATION OF AGREEMENT

This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

21. NON-WAIVER

No covenant or condition of this Agreement can be waived except by the written consent of both Parties. Forbearance or indulgence by a Party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by that Party. The other Party shall be entitled to invoke any remedy available to the other Party under this Agreement or by law or in equity despite said forbearance or indulgence.

22. CHOICE OF LAW/VENUE

~~The Parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into in the County of Kern. Accordingly, the Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.~~

23. CONFIDENTIALITY

Each Party shall not, without the written consent of the other Party, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

The Parties hereto agree to abide by the Health Insurance Portability and Accountability Act (“HIPAA”) as applicable and follow confidentiality requirements of 42 CFR Part 2 and other applicable requirements, and to consult and cooperate with one another to assure appropriate and consistent handling of confidential data.

24. ENFORCEMENT OF REMEDIES

No right or remedy herein conferred on or reserved to either Party is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

25. SEVERABILITY

Should any part, term, portion, or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into in the first instance.

26. COMPLIANCE WITH LAW

Both Parties shall observe and comply with all applicable County, State and federal laws, ordinances, rules, and regulations (“**Applicable Laws**”) now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

27. CAPTIONS AND INTERPRETATION

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement.

No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

28. TIME OF ESSENCE

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

29. COUNTERPARTS

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

30. FORCE MAJEURE

Each Party shall exercise every reasonable effort to meet its obligations hereunder and shall not be liable for delays resulting from force majeure or other causes beyond its reasonable control including, but not limited to, compliance with any government law or regulation, acts of God, fires, strikes, lockouts, natural disasters, wars, riots, and/or any other cause whatsoever beyond the reasonable control of County. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

31. NONDISCRIMINATION

Neither Party, nor any officer, agent, employee, servant or subcontractor of either Party, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of age, sex, color, disability, national origin, race, marital status, sexual orientation, religion, political affiliation, or any other classification protected by law, either directly, indirectly or through contractual or other arrangements.

32. AUDIT, INSPECTION, AND RETENTION OF RECORDS

Both Parties agree to maintain and make available accurate books and records relative to all its activities under this Agreement. The Parties shall permit each other to audit, examine and make excerpts and transcripts from such records, and to conduct audits or reviews of all invoices, materials, records of personnel, or other data related to all other matters

covered by this Agreement. The Parties shall maintain such data and records in an accessible location and condition for a period of not less than three years from the end of this agreement, or until after the conclusion of any fiscal audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County herein.

33. NON-COLLUSION COVENANT

Each Party represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement. ~~Neither Party has received any incentive or special payments or considerations related to the provision of services under this Agreement.~~

34. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement shall be strictly reserved to County and Inyo. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of County and Inyo that any such person or entity, other than County or Inyo, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

35. SIGNATURE AUTHORITY

Each Party represents that they have full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

[Remainder of this page is intentionally left blank.]

The Parties have executed this Agreement on the Execution Date.

COUNTY OF KERN

Dated: SEP 29 2015

By 
Chairman, Board of Supervisors
"County"

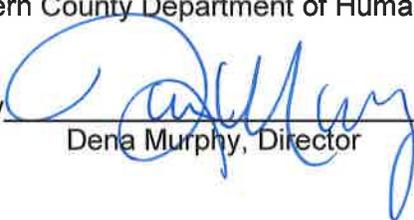
COUNTY OF INYO

Dated: _____

By _____
Chairman, Board of Supervisors,
"Inyo"

APPROVED AS TO CONTENT:
Kern County Department of Human Services

Dated: 9-16-15

By 
Dena Murphy, Director

APPROVED AS TO FORM:
Office of the County Counsel

Dated: 9/10/15

By 
Bryan Walters, Kern County Deputy County
Counsel

Dated: 10/29/15

By 
Marge Kemp-Williams, Inyo County Deputy
County Counsel



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: Public Works

FOR THE BOARD MEETING OF: November 10, 2015

SUBJECT: Tecopa Heights Water Vending Machine Project

DEPARTMENTAL RECOMMENDATION:

Request your Board: 1) approve the plans and specifications for the Tecopa Heights Water Vending Machine Project; 2) authorize the Public Works Director to advertise and bid the Project; 3) authorize the Public Works Director to award the project if bids received are within the project budget; and 4) sign all contract documents including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The County was awarded \$108,822 in grant funds from the State Water Pollution Cleanup and Abatement Account (CAA) with the intent to install and maintain a water vending machine for the community of Tecopa. The County received the funding on behalf of approximately 150 permanent residents and an additional 200 residents during the winter months. These residents currently rely on domestic wells located on individual properties for their household water supply and a public water system does not exist in Tecopa. Naturally occurring arsenic and fluoride in the groundwater exceed their respective primary drinking water standards and local residents either consume contaminated well water or drive 40 miles each way to purchase from a vending machine located in Pahrump, Nevada. The community is considered severely disadvantaged and the costs and difficulty of having to travel such distances to obtain safe drinking water constitute a challenge for the residents of Tecopa.

The grant also allowed the purchase and distribution of bottled water in the interim until the vending machine is fully operational. Previous CAA Grant Agreement No. 13-453-550 allocated \$40,100 from the approved grant funds to provide interim drinking water at each residence for approximately 12 months or until the vending machine is fully operational.

On February 13, 2015, the County was awarded an additional \$11,499 from the CAA to cover additional costs associated with the formation of the public water system, additional water testing and licensing requirements, and increased design and construction costs.

This project will utilize the remaining grant funding to construct the water treatment system and vending machine. Work will include the installation of a precast concrete building to house the water treatment system and vending machine. An existing domestic well will be utilized as the water source. The project site is located on property leased by the Southern Inyo Fire Protection District (SIFPD).

Agreements have been made between the County and the SIFPD for the SIFPD to manage the operation and maintenance of the water treatment system and vending machine. The County and the SIFPD will work with the Inyo County Environmental Health Services Department and all respective State agencies overseeing

public water supply systems to ensure the water vending machine is certified as a public water system, the vending machine operator is licensed, and water quality testing is performed in accordance with all applicable requirements.

If approved, this project will provide a sustainable, affordable, and easily accessible source of drinking water to the Tecopa area.

ALTERNATIVES:

Not approve the plans, specifications, and advertisement of the project. This is not recommended as the residents of Tecopa are in need of an affordable and sustainable source of drinking water.

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

This project is funded from CAA grants received by Count of Inyo and being administered by the Inyo County Water Department. Invoices will be paid from the Water Department Budget Unit 024102, Object Code 5265 "Professional & Special Services."

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>Yes</u> Date <u>10/26/15</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>10/26/2015</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
15

FROM: Public Works Department

FOR THE BOARD MEETING OF: November 10, 2015

SUBJECT: Approval of Highway Easement Deed for the Whitney Portal Road Federal Lands Access Project

DEPARTMENTAL RECOMMENDATIONS: Request that your Board accept and approve the Highway Easement Deed for the project, and approve County Counsel's preparation of a statement of legal sufficiency.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Whitney Portal Road Federal Lands Access Project improvements begin at the intersection of Tuttle Creek Road (approximately 0.50 mile west of US 395) and proceed westward for approximately 11.2 miles to the Whitney Portal access. The road is maintained by Inyo County primarily over Bureau of Land Management (BLM), Inyo National Forest and Los Angeles Department of Water and Power (LADWP) Lands.

The proposed road reconstruction will closely follow the existing alignments with widening to provide shoulders for Class III bike lanes on the lower portion to improve safety and minimize impacts.

This is a Federal Highway Administration (FHWA) Forest Lands Access Program (FLAP) project, which is engineered and constructed by the FHWA. The total cost of the project is estimated at \$15 million.

The County and FHWA are in the process of appraisals of the LADWP lands and are moving forward on acquisition of needed right-of-way easement for reconstruction, operation, and maintenance for transportation purposes.

The FHWA and the BLM, which is the landowner, have requested that the county enter into an agreement for a permanent easement for the roadway. The easement will be variable width of between 35 and 55 feet each side of roadway centerline. The FHWA has prepared the attached Highway Easement Deed, and has requested that counsel sign a statement of legal sufficiency for the deed.

Counsel has reviewed the deed and its attachments, and has found it to be acceptable. The deed will not prevent the county from exercising its rights under Revised Statute 2477, which grants counties and states a right-of-way across federal land when a highway is constructed. Acceptance of the deed makes the local agency eligible for additional federal funding along the route for future projects or Emergency Relief for Federally Owned Roads (ERFO) funding.

ALTERNATIVES:

Your Board could choose not to approve the Highway Easement Deed, and not authorize Counsel to sign the Statement of Legal Sufficiency for the deed. This is not recommended because the deed clearly defines the width of the easement and the rights of the County to the road. Not approving the easement may require the County to litigate its right to the road in the future.

Approval of Highway Easement Deed for the Improvement Project (continued)

OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING: There are no financial impacts from preparation of the easement deed or the statement of legal sufficiency.

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 10/13/15

RECORDING REQUESTED BY)
AND RETURN TO:)
)
)
)
)
)
)

HIGHWAY EASEMENT DEED

This deed, made this ____ day of _____, 20 __, by and between the United States of America, acting by and through the Department of Transportation, Federal Highway Administration (FHWA), hereinafter referred to as the Department, and the County of Inyo, State of California, hereinafter referred to as the Grantee:

WITNESSETH:

WHEREAS, the GRANTEE has filed application under the provisions of the Act of Congress of August 27, 1958, as amended (23 USC Section 317), for the right of way of a highway over certain land owned by the United States in the State of California, which is under the jurisdiction of the Department of the Interior, Bureau of Land Management (BLM); and

WHEREAS, the Federal Highway Administrator, pursuant to delegation of authority from the Secretary of Transportation, has determined that an easement over the land covered by the application is reasonably necessary for a right of way for County Road S4018, also known as Whitney Portal Road, herein after referred to as the highway; and

WHEREAS, the United States Department of the Interior, acting by and through the Bureau of Land Management, has agreed to the transfer of a right-of-way easement by the Department, over the land to the Grantee;

NOW THEREFORE, the Department, as authorized by law, does hereby grant to the Grantee, in perpetuity, a non-exclusive right-of-way easement for the reconstruction, operation and maintenance of the highway and use of the space above and below the established grade line of the highway for highway transportation purposes, across, and upon the following described land of the United States within Inyo County, State of California, and being situated upon portions of land within the following Townships and Ranges of the Mount Diablo Baseline and Meridian:

Township 15 South, Range 36 East, Sections 29 & 30

Township 15 South, Range 35 East, Sections 27 & 28

The highway traverses approximately 3.49 miles of roadway situated upon Bureau of Land Management land, encompassing an area of approximately 30.31 acres, more or less, within the right-of-way corridor.

The easement for the Highway is more particularly described in Exhibit 2A and depicted in Exhibit 2B, both of which are attached hereto and made a part hereof.

Together with:

Any and all man-made features, including cut and fill slopes and drainage structures adjacent to and appurtenant to said highway.

Excepting from the above described parcels:

All intersecting roads, adjacent roads, trailheads, trails, and irrigation ditches adjacent to the roadbed of said highway.

If any subsequent survey of said highway shows that any portion crosses Bureau of Land Management land, not described herein, this Highway Easement Deed shall be amended to include the additional lands traversed.

Subject to the following terms, conditions, and covenants:

1. The easement herein granted is subject to outstanding valid claims, if any, existing on the date of this grant, and the Grantee shall obtain such rights as may be necessary on account of any such claims.
2. Construction of the highway facility is to be undertaken by FHWA in compliance with the Act entitled "An Act for the Preservation of American Antiquities" approved June 8, 1906 (34 Stat. 225, 16 U.S.C. 432-433), and State laws where applicable.
3. The easement herein granted shall terminate 10 years from the date of the execution of this deed by the United States of America in the event construction of the highway on the right-of-way is not started during such period.
4. The easement herein granted is limited to use of the described right-of-way and the space above for the purpose of construction, operation, and maintenance of a highway in accordance with the approved plans described in the following condition numbered (5) and does not include the grant of any rights for non-highway purposes or facilities: Provided, that the right of the BLM to use or authorize the use of any portion of the right-of-way for non-highway purposes shall not be exercised when such use would be inconsistent with the provisions of Title 23 of the United States Code (U.S.C.) and of the FHWA regulations issued pursuant thereto or would interfere with the free flow of traffic or impair the full use and safety of the highway, and in any case the FHWA shall be consulted prior to the exercise of such rights; and provided, further that nothing herein shall preclude the BLM from locating Department of the Interior (DOI) information signs on the portions of the right-of-way outside of construction clearing limits.

5. The design and construction of highway projects situated on this right-of-way will be in accord with the provisions of Title 23 U.S.C. Highways, and amendments, and the terms and conditions specified by the BLM.
6. Consistent with the highway safety standards, the Grantee shall:
 - a. Protect and preserve soil and vegetation cover and scenic and aesthetic values on the right-of-way outside of construction limits.
 - b. Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction, operation, or maintenance of the highway, and shall vegetate and keep vegetated with suitable species, all earth cut or fill slopes feasible for re-vegetation or other areas on which ground cover is destroyed. The Grantee shall maintain all terracing, water bars, lead-off ditches, or other preventive works that may be required to accomplish this objective. This provision shall also apply to slopes that are reshaped following slides which occur during or after construction.
7. The Grantee shall establish no borrow, sand, or gravel pits, stone quarry, or permanent storage areas, sites for highway operation and maintenance facilities, camps, supply depot or disposal areas within the right-of-way unless shown on approved construction plans without first obtaining approval.
8. The Grantee shall maintain the right-of-way and highway facilities to acceptable standards of repair, orderliness, neatness, sanitation, and safety.
9. When need for the easement therein granted shall no longer exist and the area has been reasonably rehabilitated to protect the public and environment, the Grantee shall give notice of that fact to the Secretary of Transportation and the rights herein granted shall terminate and land shall immediately revert to the full control of the Secretary of the DOI or his assigns.
10. In the event of a reversion, the Grantee shall reasonably restore the land subject to the easement to the condition which existed prior the transfer and be responsible for its protection and maintenance until such time as the Grantee executes and records a quitclaim deed documenting the termination of the easement and the reversion of title in the United States.
11. The Grantee shall reestablish or restore public land monuments, other land monuments identifying property corners or witness markers disturbed or destroyed by construction, reconstruction, or maintenance according to instructions of the Bureau of Land Management, Department of the Interior or in accordance with standards established by applicable federal and state law.

IN WITNESS WHEREOF, I, Ricardo Suarez, Division Director, pursuant to delegations of authority from the Secretary of Transportation and the Federal Highway Administrator, by virtue of authority in me vested by law, have hereunto subscribed my name as of the day and year first above written.

Federal Highway Administration
Division Director

County of Jefferson State of Colorado,
Before me personally appeared said _____ and acknowledged the foregoing instrument to be his free act and deed this ____ day of _____, 20__.

(Seal)

Notary Public
My commission expires _____

Certificate of Acceptance

In compliance with the conditions set forth in the foregoing Deed, County of Inyo, State of California, certifies, and by the acceptance of this Deed, accepts the right of way over certain land herein described and agrees for itself, its successors and assigns forever to abide by the conditions set forth in said deed. This is to certify that the interest in real property conveyed by the within deed or grant dated _____, from the UNITED STATES OF AMERICA, acting by and through the Department of Transportation, Federal Highway Administration to the County of Inyo, a political subdivision is hereby accepted by order of the Board of Supervisors on _____, and the grantee consents to recordation thereof by its duly authorized officer.

COUNTY OF INYO

By: _____

Matt Kingsley, Chairperson
Board of Supervisors

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, County of Inyo, on _____, before me _____, Notary Public, personally appeared, _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

Notary Public
My commission expires _____

Exhibit 2A

Three parcels of land, the side lines of which are on each side of, and parallel with the centerline of said highway. Said parcels of land traverse Bureau of Land Management land within the limits of the termini previously described.

The sidelines of said easement are to be extended or shortened to meet at angle points and property lines.

Parcel 1

A parcel of land in Sections 28 and 27, Township 15 South, Range 35 East, Mount Diablo Meridian, Inyo County, California, whose easement widths vary, said parcel more particularly described below and shown on attached exhibit.

Beginning at the intersection of the centerline of said highway with the line between Section 28 and 29, of said Township and Range, Station 352+83.87, from which the southwest corner of Section 28, being a two and one-half inch GLO brass cap, dated 1916; bears S 0°18'14" E, 1,900.80 feet;

Thence easterly along said highway centerline the following courses:

1. The width of the easement is 35 feet on each side of the centerline. Thence S 73° 25' 33" E, 187.29 feet to a curve to the right;
2. Thence along the arc of said curve having a radius of 991.00 feet, through a central angle of 22° 33' 49" a distance of 390.26 feet, said arc subtended by a chord which bears S 62° 08' 39" E, a distance of 387.75 feet;
3. Thence S 50° 51' 44" E, 406.64 feet to a curve to the left;
4. Thence along the arc of said curve having a radius of 991.00 feet, through a central angle of 13° 24' 37" a distance of 231.95 feet, said arc subtended by a chord which bears S 57° 34' 03" E, a distance of 231.42 feet to a compound curve to the left;
5. The width of the easement is increased to 65 feet on the right side only, Station 365+09.38. Thence along the arc of said curve having a radius of 991.00 feet, through a central angle of 12° 07' 18" a distance of 209.66 feet, said arc subtended by a chord which bears S 70° 20' 00" E, a distance of 209.27 feet to a compound curve to the left;
6. The width of the easement is decreased to 35 feet on the right side, Station 367+00. Thence along the arc of said tangent curve having a radius of 991.00 feet, through a central angle of 06° 54' 51" a distance of 119.59 feet, said arc subtended by a chord which bears S 79° 51' 04" E, a distance of 119.52 feet;
7. Thence S 83° 18' 30" E, 140.59 feet to a curve to the left;

8. Thence along the arc of said curve having a radius of 17800.00 feet, through a central angle of $02^{\circ} 36' 30''$ a distance of 810.35 feet, said arc subtended by a chord which bears $S 84^{\circ} 36' 45'' E$, a distance of 810.28 feet to a reverse curve to the right;
9. Thence along the arc of said curve having a radius of 17800.00 feet, through a central angle of $01^{\circ} 21' 02''$ a distance of 419.62 feet, said arc subtended by a chord which bears $S 85^{\circ} 14' 29'' E$, a distance of 419.61 feet;
10. Thence $S 84^{\circ} 33' 58'' E$, 436.47 feet to a curve to the left;
11. Thence along the arc of said curve having a radius of 1960.00 feet, through a central angle of $05^{\circ} 25' 36''$ a distance of 185.63 feet, said arc subtended by a chord which bears $S 87^{\circ} 16' 45'' E$, a distance of 185.57 feet;
12. Thence $S 89^{\circ} 59' 33'' E$, 507.93 feet to a curve to the right;
13. Thence along the arc of said curve having a radius of 3000.00 feet, through a central angle of $05^{\circ} 19' 21''$ a distance of 278.69 feet, said arc subtended by a chord which bears $S 87^{\circ} 19' 53'' E$, a distance of 278.59 feet to a compound curve to the right;
14. Thence along the arc of said curve having a radius of 1100.00 feet, through a central angle of $13^{\circ} 30' 02''$ a distance of 259.19 feet, said arc subtended by a chord which bears $S 77^{\circ} 55' 11'' E$, a distance of 258.59 feet to a reverse curve to the left;
15. Thence along the arc of said curve having a radius of 10000.00 feet, through a central angle of $01^{\circ} 24' 22''$ a distance of 245.43 feet, said arc subtended by a chord which bears $S 71^{\circ} 52' 21'' E$, a distance of 245.42 feet;
16. Thence $S 72^{\circ} 34' 33'' E$, 651.10 feet to a curve to the left;
17. The width of the easement is increased to 55 feet on the left side only, Station 407+64.25. Thence along the arc of said curve having a radius of 1500.00 feet, through a central angle of $01^{\circ} 33' 39''$ a distance of 40.86 feet, said arc subtended by a chord which bears $S 73^{\circ} 21' 22'' E$, a distance of 40.86 feet to a compound curve to the left;
18. The width of the easement is decreased to 35 feet on the left side, Station 408+05.12. Thence along the arc of said curve having a radius of 1500.00 feet, through a central angle of $02^{\circ} 38' 33''$ a distance of 69.18 feet, said arc subtended by a chord which bears $S 75^{\circ} 27' 29'' E$, a distance of 69.18 feet to a compound curve to the left;
19. Thence along the arc of said curve having a radius of 3000.00 feet, through a central angle of $06^{\circ} 37' 34''$ a distance of 346.95 feet, said arc subtended by a chord which bears $S 80^{\circ} 05' 32'' E$, a distance of 346.75 feet;
20. Thence $S 83^{\circ} 24' 20'' E$, 218.31 feet;
21. Thence $S 85^{\circ} 30' 29'' E$, 2100.97 feet;

22. Thence S 85° 33' 23" E, 1455.75 feet;
23. Thence S 85° 58' 42" E, 871.88 feet to the end of Parcel 1, being the intersection of said centerline and the section line between Sections 27 and 26, Station 458+68.16; from which the corner common to Sections 27, 26, 34 & 35, said Township and Range, being a GLO brass capped dated 1916, bears S 0°31'18" E, 143.25 feet.

Parcel 2

A parcel of land, with an easement width of 35 feet each side of the centerline, located in Section 30, Township 15 South, Range 36 East, Mount Diablo Meridian, Inyo County, California, said parcel more particularly described below and shows on attached exhibit.

Beginning at intersection of the centerline of said Highway and westerly line of the Southeast Quarter of the Southwest Quarter of Section 30, Station 578+32.73, from which the corner common to Sections 27, 26, 34 & 35, Township 15 South and Range 35 East, being a GLO Brass Cap, dated 1916, bears S 87°10'00" W, 11,859.66 feet;

Thence easterly along said Highway centerline the following courses:

1. Thence S 80° 07' 08" E, 189.68 feet;
2. Thence S 79° 51' 02" E, 599.52 feet to a curve to the left;
3. Thence along the arc of said curve having a radius of 1100.00 feet, through a central angle of 19° 27' 02" a distance of 373.42 feet, said arc subtended by a chord which bears S 89° 34' 33" E, a distance of 371.63 feet to a reverse curve to the right;
4. Thence along the arc of said curve having a radius of 16000.00 feet, through a central angle of 02° 01' 13" a distance of 564.16 feet, said arc subtended by a chord which bears N 81° 42' 32" E, a distance of 564.13 feet to a reverse curve to the left;
5. Thence along the arc of said tangent curve having a radius of 1000.00 feet, through a central angle of 07° 12' 59" a distance of 125.95 feet, said arc subtended by a chord which bears N 79° 06' 39" E, a distance of 125.87 feet to the end of Parcel 2, Station 596+85.47 at the intersection of said centerline and property line of the Homestead Entry Survey 151 (H.E.S. 151), Patent Number 737554, as recorded in the General Land Office on March 1, 1920; from which a corner of H.E.S. 151, Township 15 South and Range 36 East, being monumented with two and one-half inch GLO brass capped dated 1916, bears N 62°45'38" E, 2,387.47 feet.

Parcel 3

A parcel of land located in Section 29, Township 15 South, Range 36 East, Mount Diablo Meridian, Inyo County, California, whose easement widths vary, said parcel more particularly described below and shown on the attached exhibit.

Beginning at the intersection of the centerline of said Highway and the property line of Homestead Entry Survey 151 (H.E.S. 151), Patent Number 737554, as recorded in the General Land Office on March 1, 1920, Township 15 South and Range 36 East, Station 619+15.74, from which a corner of H.E.S. 151, being a GLO brass cap, dated 1916, bears N 46°47'25" E, 166.07 feet;

Thence easterly along said Highway centerline the following courses:

1. The width of the easement is 35 feet on each side of the centerline. Thence along the arc of a non-tangent curve concave to the southeast having a radius of 1630.71 feet, through a central angle of 02° 16' 36" a distance of 64.79 feet, said arc subtended by a chord which bears N 71° 18' 26" E, a distance of 64.79 feet;
2. Thence N 72° 26' 44" E, 102.82 feet to a curve to the left;
3. Thence along the arc of said curve having a radius of 563.60 feet, through a central angle of 17° 41' 52" a distance of 174.09 feet, said arc subtended by a chord which bears N 63° 35' 48" E, a distance of 173.40 feet;
4. Thence N 54° 44' 52" E, 110.43 feet to a curve to the right;
5. Thence along the arc of said curve having a radius of 515.88 feet, through a central angle of 07° 58' 25" a distance of 71.79 feet, said arc subtended by a chord which bears N 58° 44' 04" E, a distance of 71.73 feet to a compound curve to the right;
6. The width of the easement is increased to 90 feet on the left side only, Station 624+39.85. Thence along the arc of said curve having a radius of 515.88 feet, through a central angle of 16° 41' 58" a distance of 150.36 feet, said arc subtended by a chord which bears N 71° 04' 15" E, a distance of 149.83 feet;
7. Thence N 79° 25' 14" E, 119.82 feet;
8. The width of the easement is decreased to 35 feet on the left side, Station 627+10.00. Thence N 79° 25' 14" E, 477.36 feet to a curve to the right;
9. Thence along the arc of said curve having a radius of 758.00 feet, through a central angle of 17° 58' 04" a distance of 237.71 feet, said arc subtended by a chord which bears N 88° 24' 16" E, a distance of 236.73 feet;
10. Thence S 82° 36' 42" E, 137.88 feet to a curve to the left;

11. Thence along the arc of said curve having a radius of 248.03 feet, through a central angle of $70^{\circ} 29' 00''$ a distance of 305.11 feet, said arc subtended by a chord which bears $N 62^{\circ} 08' 48'' E$, a distance of 286.24 feet;
12. Thence $N 26^{\circ} 54' 18'' E$, 144.62 feet to a curve to the right;
13. Thence along the arc of said curve having a radius of 4,260.00 feet, through a central angle of $01^{\circ} 19' 15''$ a distance of 98.20 feet, said arc subtended by a chord which bears $N 27^{\circ} 33' 56'' E$, a distance of 98.19 feet;
14. Thence $N 28^{\circ} 13' 33'' E$, 199.83 feet to a curve to the right;
15. Thence along the arc of said curve having a radius of 501.62 feet, through a central angle of $46^{\circ} 55' 18''$ a distance of 410.80 feet, said arc subtended by a chord which bears $N 51^{\circ} 41' 12'' E$, a distance of 399.42 feet;
16. Thence $N 75^{\circ} 08' 51'' E$, 76.79 feet to a curve to the right;
17. Thence along the arc of said curve having a radius of 496.53 feet, through a central angle of $25^{\circ} 00' 41''$ a distance of 216.75 feet, said arc subtended by a chord which bears $N 87^{\circ} 39' 11'' E$, a distance of 215.03 feet;
18. Thence $S 79^{\circ} 50' 28'' E$, 288.58 feet to a curve to the left;
19. Thence along the arc of said curve having a radius of 658.67 feet, through a central angle of $27^{\circ} 20' 59''$ a distance of 314.41 feet, said arc subtended by a chord which bears $N 86^{\circ} 29' 02'' E$, a distance of 311.44 feet;
20. Thence $N 72^{\circ} 48' 32'' E$, 44.29 feet to a curve to the right;
21. Thence along the arc of said curve having a radius of 8,150.00 feet, through a central angle of $01^{\circ} 10' 47''$ a distance of 167.82 feet, said arc subtended by a chord which bears $N 73^{\circ} 23' 56'' E$, a distance of 167.82 feet;
22. Thence $N 73^{\circ} 59' 20'' E$, 662.06 feet to a curve to the right;
23. Thence along the arc of said curve having a radius of 1,937.41 feet, through a central angle of $10^{\circ} 58' 36''$ a distance of 371.17 feet, said arc subtended by a chord which bears $N 79^{\circ} 28' 38'' E$, a distance of 370.60 feet;
24. Thence $N 84^{\circ} 57' 56'' E$, 50.56 feet to a curve to the left;
25. Thence along the arc of said curve having a radius of 16,100.00 feet, through a central angle of $02^{\circ} 29' 29''$ a distance of 700.11 feet, said arc subtended by a chord which bears $N 83^{\circ} 43' 11'' E$, a distance of 700.05 feet to a reverse curve to the right;
26. Thence along the arc of said curve having a radius of 1839.75 feet, through a central angle of $09^{\circ} 07' 18''$ a distance of 292.89 feet, said arc subtended by a chord which bears

N 87° 02' 05" E, a distance of 292.58 feet to the end of the Parcel 3, Station 679+07.27, at the intersection between the said centerline and the section line between Sections 28 and 29, said Township and Range; from which the One-Quarter corner common to Sections 29 & 28, Township 15 South and Range 36 East, being monumented with two and one-half inch GLO brass capped dated 1916, bears S 0°27'44" E, 298.71 feet.

Distances are stated in the US Survey Foot, and are grid distances based on State Plane Coordinates, Lambert NAD 83, CA Zone 4, Epoch Date 2010 for Opus Solutions. To convert the horizontal dimensions on this property description to ground divide the dimension shown by the project average combined factor of 0.99967461

Monument descriptions:

State plane coordinates for monuments:
NAD 83, California Zone 3

Township 15 South, Range 36 East, MDM

- | | | |
|--|-------------------|-------------------|
| 1. One Quarter Conner common to 28 and 29
GLO brass cap, 1916 | N = 2,103,249.91' | E = 6,833,038.11' |
| 2. Corner of H.E.S. 151
GLO brass cap, 1916 | N = 2,102,107.53' | E = 6,827,690.03' |

Township 15 South, Range 35 East, MDM

- | | | |
|---|-----------------|-----------------|
| 1. Section Corner for 26, 27, 34 & 35
GLO IP & cap, 1916 | N = 2100464.33' | E = 6811891.71' |
| 2. Southwest corner of Section 28
GLO brass cap, 1916 | N = 2100381.85' | E = 6801594.64' |

Together with the above described parcels:

Any and all man-made features, including cut and fill slopes and drainage structures adjacent to and appurtenant to said Forest Highway.

Excepting from the above described parcels:

All intersecting roads, adjacent roads, trailheads, trails, Forest Service administrative sites, and irrigation ditches adjacent to the roadbed of said County Road.

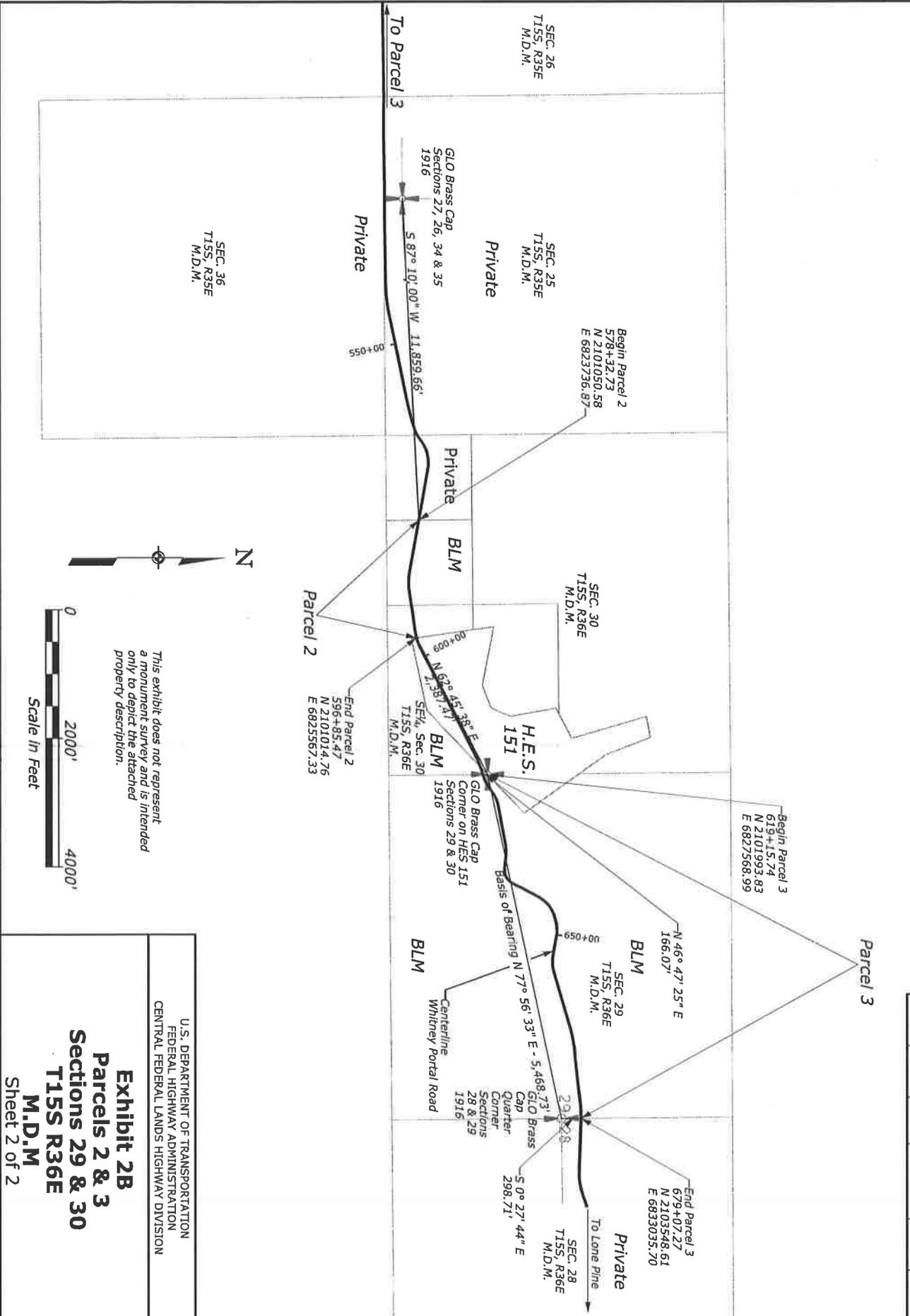
The Highway traverses 11.70 miles with 3.49 miles inside Bureau of Land Management Lands for all three parcels, encompassing an area of approximately 30.15 acres, more or less, within the BLM right-of-way corridor.

Basis of Bearings:

For Parcel 1: The bearing from the southwest corner of Section 28, Township 15 South, Range 35 East, being a GLO brass cap, dated 1916, to the corner common to Section 26, 27, 34 and 35, said Township and Range, being a GLO brass cap, dated 1916, is N 89° 32' 28" E, 10,297.40 feet.

For Parcels 2 and 3: The bearing from the intersection of the section line between Sections 29 & 30 and said Homestead Entry Survey 151, Township 15 South, Range 36 East, being a GLO brass cap, dated 1916, to the One-Quarter corner common to Sections 29 & 28, said Township and Range, being a GLO brass cap, dated 1916, is N 77° 56' 33" E, 5,468.73 feet.

REG	STATE	PROJECT	SHEET NO.	TOTAL SHEETS
5	CA	CA CRS4018(1) Whitney Portal Road	2	2



This exhibit does not represent a monument survey and is intended only to depict the attached property description.

U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL HIGHWAY ADMINISTRATION
 CENTRAL FEDERAL LANDS HIGHWAY DIVISION

Exhibit 2B
Parcels 2 & 3
Sections 29 & 30
T155 R36E
M.D.M
 Sheet 2 of 2



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER 16

FROM: Public Works Department

FOR THE BOARD MEETING OF: November 10, 2015

SUBJECT: Approval of the Exhibit 9-B Local Agency Disadvantaged Business Enterprise (DBE) Annual Submittal Form.

DEPARTMENTAL RECOMMENDATIONS: The Public Works Department recommends that the Board approve the Exhibit 9-B Local Agency DBE Annual Submittal Form for the 2015/2016 federal fiscal year, and authorize the chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The county is required to adopt and implement a Disadvantaged Business Enterprise (DBE) Program as a condition of receiving funds for all federal-aid transportation projects. The DBE Program follows the policies and format required by the California Department of Transportation (Caltrans), which oversees federally funded transportation projects.

In order to comply with these DBE requirements, an Exhibit 9-B Local Agency DBE Annual Submittal Form must be submitted to Caltrans Office of Local Assistance. Exhibit 9-B outlines the measures that the County must commit to in order to comply with the requirements of the DBE Program. These measures include the County's planned race-neutral measures, prompt pay enforcement mechanism, the use of specific clauses in county contracts for federal aid projects, and designation of a DBE Liaison Officer.

Although Caltrans does not require submittal of an overall DBE Goal or Annual Anticipated DBE Participation Levels (AADPL) as in previous years, the county must develop contract-specific DBE goals when advertising for contractors or consultants for federally funded transportation projects. The DBE goal for a specific contract is based on the total percentage of the dollar value of work potentially available to DBE contractors and subcontractors within Inyo County's market area. The successful bidder for the project must demonstrate that the company can meet the contract goal for the project, or submit adequate good-faith effort documentation that DBE subcontractor participation was actively solicited for the project. If this requirement is not met, the project will not be eligible for reimbursement by federal funds. The successful bidder to whom a contract for the project is awarded must then submit records documenting the dollar value of DBE participation.

Therefore, the county is required to approve the attached Exhibit 9-B Local Agency DBE Annual Submittal Form if the county wishes to participate in federally funded transportation projects. This formally acknowledges the county's commitment to implement the Caltrans DBE program. The agreement contains a policy statement describing the objectives of the program and outlining responsibilities for its implementation.

ALTERNATIVES:

The Board could choose not to approve the Exhibit 9-B Local Agency DBE Annual Submittal Form. This is not recommended because it would prevent the county from being able to participate in federally funded transportation projects, such as the Sunland Drive Bicycle Lanes and Reconstruction Project, the Ed Powers Bicycle Lanes Project, and Highway Bridge Program Projects.

OTHER AGENCY INVOLVEMENT:

The Exhibit 9-B Local Agency DBE Annual Submittal Form has been reviewed and tentatively approved by Caltrans District 9. Caltrans will formally approve (sign) Exhibit 9-B after it has been approved by the board.

FINANCING:

The cost of preparing Exhibit 9-B is eligible for reimbursement with State Transportation Improvement Project Planning, Programming, and Monitoring funds. Expenditures will be paid out of Budget Unit 504605 (Transportation & Planning) Object Code 5124 for the cost of staff time to prepare Exhibit 9-B. The cost of developing the contract-specific DBE goals will be reimbursed with funds allocated to the appropriate federally funded project.

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: yes

Date 10/22/15

AUDITOR/CONTROLLER

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

Approved: N/A

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: N/A

Date

DEPARTMENT HEAD SIGNATURE:

[Handwritten Signature]

Date: 10/22/15

(Not to be signed until all approvals are received)

EXHIBIT 9-B LOCAL AGENCY DBE ANNUAL SUBMITTAL FORM

TO: CALTRANS DISTRICT 9
District Local Assistance Engineer

The information for Exhibit 9-B presented herein, in accordance with Title 49 of the Code of Federal Regulations (CFR), Part 26, and the State of California Department of Transportation (Caltrans) Disadvantaged Business Enterprise (DBE) Program Plan.

The County of Inyo
submits our annual 9-B information for the Federal Fiscal Year 15 /16 , beginning on October 1, 2015 and ending on September 30, 2016.

Disadvantaged Business Enterprise Liaison Officer (DBELO)

(Please provide the name, address, phone number, fax number, and electronic mail address of the DBELO for the coming Federal Fiscal Year.)

Planned Race-neutral Measures

(Please detail the race-neutral measures your local agency plans to implement for the upcoming Federal Fiscal Year per 49 CFR 26.51 and Section V of the Caltrans DBE Program Implementation Agreement for Local Agencies.)

Prompt Pay

Federal regulation 49 CFR 26.29 requires one of three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. (Attached is a listing of the three methods. On the attachment, please designate which prompt payment provision the local agency will use.)

Prompt Pay Enforcement Mechanism

49 CFR 26.29(d) requires providing appropriate means to enforce prompt payment. These means may include appropriate penalties for failure to comply with the terms and conditions of the contract. The means may also provide that any delay or postponement of payment among the parties may take place only for good cause with the local agency’s prior written approval. **Please briefly describe the monitoring and enforcement mechanisms in place to ensure that all subcontractors, including DBEs, are promptly paid.**

(Signature)

Matt Kingsley, Chairperson
County of Inyo Board of Supervisors

(Date)

760.878.0373
(Phone Number)

(Signature of Caltrans District Local Assistance Engineer)

(Date)

- Distribution:** (1) Original – DLAE
(2) Signed copy by the DLAE – Local Agency

(Attachment)

**Prompt Payment of Withheld Funds to
Subcontractors**

Federal regulation (49 CFR 26.29) requires one of the following three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor.

Please check the box of the method chosen by the local agency to ensure prompt and full payment of any retainage.

- Method 1:** No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- Method 2:** No retainage will be held by the agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- Method 3:** The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.



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

17

FROM: Public Works Department

FOR THE BOARD MEETING OF: November 17, 2015

SUBJECT: Resolution and Notice of Completion for the South Bishop Improvement Project.

DEPARTMENTAL RECOMMENDATIONS:

1. Recommend your Board approve the resolution accepting the improvements for the South Bishop Improvement Project; and,
2. Authorize the recording of a Notice of Completion for the South Bishop Improvement Project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: At the June 16, 2015 meeting of the Board of Supervisors, your Board awarded the construction contract for the South Bishop Improvement Project to Griffith Company of Bakersfield, California in the amount of \$1,677,222.00. The final construction contract amount (not including construction engineering/inspection) is \$1,708,136.26.

Griffith Company, of Bakersfield, CA recently completed construction of the South Bishop Improvement Project which consisted of two projects constructed at the same time. The project work consisted of the following:

- 1) The Sunland Drive Reconstruction Project RPL-5948(06) pulverizing the existing pavement on Sunland Drive; installing 2 inches of hot mix asphalt pavement (HMA) on the reconstructed material on what is the two new 11-foot wide vehicle lanes of Sunland Drive; adjusted survey monuments to grade; installed concrete sidewalk, curb, gutter, and an ADA ramp; installed shoulder backing, installed/replaced roadside signs, painted centerline striping, and painted pavement markings.
- 2) The Sunland Drive Bicycle Lanes Project RPSTPLE-5948(077) widening Sunland Drive to accommodate two 4-foot wide bicycle lanes on each side of the road; installed 2 inches of HMA on the bicycle lanes (which was done contiguously with paving the vehicle lanes); installed shoulder backing; and installed bicycle lane striping, signs, and pavement markings.

On October 20, 2015 the final inspection was performed and the improvements were determined to be complete to the satisfaction of the Public Works Director. Accordingly, the Director is requesting that the Board adopt the attached Resolution, which accepts the completed improvements and authorizes the Public Works Director to record a Notice of Completion for the project.

In addition to formally accepting the work, the Notice of Completion begins the period during which stop notices may be placed against the work. In the event that no stop notices are filed, the retention shall be returned to the contractor.

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

OTHER AGENCY INVOLVEMENT: County Counsel has reviewed the resolution. The County Auditor's office will pay the retention currently being withheld.

FINANCING: The cost of the construction contract will be paid through budget unit 034601 State Funded Roads Projects, object code 5729, South Bishop Resurfacing \$1,114,662.00, and object code 5737, Sunland Bike Lanes Project \$577,417.00 with a total contract amount of \$1,130,719.26. The costs for the South Bishop Improvement Project will be reimbursed by RIP and Toll Credits (South Bishop Resurfacing) and RIPTE and Toll Credits. These programs and Toll Credit procedures require reimbursement to local agencies upon submittal of progress invoices for expenditures actually made. Therefore, these funds will be loaned from the road fund and reimbursed with RIP/RIPTE funds.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: <u>Yes</u>	Date <u>10/31/15</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: <u>yes</u>	Date <u>11/2/2015</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: <u>N/A</u>	Date _____

DEPARTMENT HEAD SIGNATURE: [Signature] Date: 11/3/15
(Not to be signed until all approvals are received)

RESOLUTION #2015 - __

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE
COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION
FOR THE
SOUTH BISHOP IMPROVMENT PROJECT**

WHEREAS, Clint Quilter, Director of the Public Works Department of the County of Inyo, has determined that the South Bishop Improvement Project has been completed by Griffith Company of Bakersfield, California in accordance with the Project Plans and Specifications.

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

Passed, approved and adopted this _____ day of _____, 2015 by the following vote:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**

Chairperson, Board of Supervisors

ATTEST:

Kevin Carunchio, Clerk

by _____
Assistant Clerk of the Board



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER 18

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: November 10, 2015

SUBJECT: Request that your Board approve Amendment No. 4 the agreement between the County of Inyo and Preferred Septic for Inyo County Buildings and Facilities Trash Disposal Service, extending the current Agreement deadline from November 30, 2015 to June 30, 2016.

DEPARTMENTAL RECOMMENDATIONS:

1. Approve Amendment No. 4 to the current Standard Contract #113 with Preferred Septic and Disposal, Inc., The monthly trash service payment amount of \$3,091.20 will remain the same for the requested extension. The contract will be an increase of \$21,638.40 to the current not-to-exceed contract amount of \$107,880.54 resulting in a revised not-to-exceed amount of \$129,518.94.
2. Authorize the Chairperson to sign the Amendment to the Contract contingent upon the appropriate signatures being obtained and contingent upon adoption of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On November 20, 2012, Inyo County entered into an Agreement with Preferred Septic and Disposal, Inc. to provide waste disposal and recycling services at specific County buildings and facilities. This is a three (3) year agreement, for the period that began December 1, 2012 until November 30, 2015.

ALTERNATIVES:

Your Board could deny this amendment to the contract and direct the Public Works Department to obtain a separate purchase orders for service until a new contract is place , however, that is not recommended as an agreement is already in place to obtain these additional services by executing a contract amendment.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor

FINANCING:

The funds for this Contract will be provided through the County's Public Works Department, Building & Maintenance of Ground Division budget 011100, Object Code 5265.

Agenda Request Form
Meeting of ~~October 27, 2015~~ **NOVEMBER 10, 2015**
Preferred Septic and Disposal, Inc., Amendment No. 4

APPROVALS

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

Margaret Kemp-Williams Approved: Date: **10/23/15**

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

[Signature] Approved: **yes** Date: **10/26/2015**

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:

(Not to be signed until all approvals are received)

[Signature]

Date: **10/27/15**

**AMENDMENT NO. 4
TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Preferred Septic and Disposal, Inc.
FOR THE PROVISION OF WASTE DISPOSAL SERVICES**

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

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

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

County and Contractor hereby amend such Agreement as follows:

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

" The term of this Agreement shall be from November 20,2012 to June 30,2015 unless sooner terminated as provided below."

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

County shall pay to Contractor the sum total of (a monthly payment of) Three Thousand and Ninety One Dollars and Twenty cents (\$3,091.20 for performance of all of the services and completion of all the work described in Attachment A.

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to contractor for services and work performed under this Agreement shall not exceed One-Hundred Twenty Nine Thousand Five Hundred Eighteen Dollars and 94/100 (\$129,518.94).

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

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

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

Taxpayer's Identification Number:

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
19

FROM: Public Works Department

FOR THE BOARD MEETING OF: November 10, 2015

SUBJECT: Approve Amendment No. 7 to the master contract for engineering services with Quincy Engineering, Inc. for development of the Upper Trona-Wildrose Road Repair Project.

DEPARTMENTAL RECOMMENDATIONS:

Request that your Board:

1. Approve Amendment No. 7 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
Upper Trona-Wildrose Road Repair Project Project # TR13-044	Environmental Support	\$13,285.00
	Total:	\$13,285.00

The costs for these three projects will increase the total contract amount by \$13,285.00, from \$1,448,700.00 to \$1,461,985.00.

2. Authorize the chairperson to execute Amendment No.7, 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. 7 to Quincy Engineering, Inc.'s contract is for:

1. Environmental support services for the development of the Upper Trona-Wildrose Road Repair Project.

During July, 2013 severe thunderstorms caused flash flooding that damaged several Inyo County roads. Desert roads in the eastern part of the county were the most severely affected, with Trona-Wildrose Road being one of the most severely affected roads. On September 30, 2013 Governor Brown proclaimed a State of Emergency (Proclamation) to exist within Inyo County because of the storms. The Proclamation allows Inyo County to be reimbursed by the state for highway repairs or reconstruction related to storm damage through the California Office of Emergency Services (OES).

Quincy Engineering is currently contracted for services and the environmental consultant, Panorama Environmental, Inc., will prepare any documents necessary for CEQA compliance. The damaged portions of the Upper Trona Wildrose Road are within National Park Service (NPS) and Bureau of Land Management (BLM) lands. The NPS and BLM, for permit purposes, have required additional environmental impact assessment. Quincy has submitted an estimated cost proposal of \$13,285.00 for these services.

Quincy Engineering will utilize their sub-consultant, Panorama Environmental, Inc., to carry out the necessary environmental support tasks required for the development of the Upper Trona-Wildrose Road Repair Project. The scope of work for the environmental support tasks includes:

1. Coordination with the National Park Service and Bureau of Land Management
2. Biological Resource Impact Assessment
3. Cultural Resources Impact Assessment

ALTERNATIVES:

Your Board could choose not to approve Amendment 7. This is not recommended because the Department of Public Works does not have qualified staff to do the needed work.

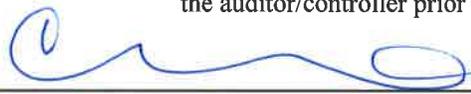
OTHER AGENCY INVOLVEMENT:

County Counsel for contract and agenda approval.

FINANCING:

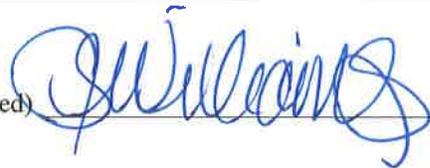
Quincy's costs will be paid through Budget Unit 034600 Road, Object Code 5265, Professional and Special Services. The costs for this project will be reimbursed by state emergency funding at 75 percent. The remaining 25 percent of the project costs will be paid by the road fund.

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: <u>Yes</u> Date: <u>11/04/15</u>
AUDITOR/CONTROLLER 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u>yes</u> Date: _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 11/5/15

**AMENDMENT NUMBER 7 TO THE
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES
FOR DEVELOPMENT OF THE UPPER TRONA-WILDROSE ROAD REPAIR 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 March 26, 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 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 Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed One Million, Four Hundred Sixty One Thousand, Nine Hundred Eighty Five Dollars and No Cents (\$1,461,985.00) (hereinafter referred to as "contract limit")."
2. Attachment A to the contract, *Scope of Work*, shall be revised to include additional environmental support tasks required for the development of the Upper Trona-Wildrose Road Repair Project as described in Quincy Engineering Inc.'s (Quincy's) proposal dated October 15, 2015, included in Attachment A7 to Amendment No. 7.
3. The fees for the scope of work described in Attachment A7 shall be the costs shown in Quincy's Cost Proposal included in Attachment A7 to Amendment No. 7.

The effective date of this amendment to the Agreement is November 10, 2015.

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

**AMENDMENT NUMBER 7 TO THE
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Quincy Engineering, Inc.
FOR THE PROVISION OF ENGINEERING SERVICES
FOR DEVELOPMENT OF THE UPPER TRONA-WILDROSE ROAD REPAIR PROJECT**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Dated: _____

Dated: _____

Taxpayer's Identification Number:

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

ATTACHMENT A7

**AGREEMENT BETWEEN COUNTY OF INYO AND
Quincy Engineering, Inc.
FOR THE PROVISION OF ENVIRONMENTAL SUPPORT SERVICES
FOR THE DEVELOPMENT OF THE UPPER TRONA-WILDROSE ROAD REPAIR PROJECT**

TERM:

FROM: February 12, 2013 **TO:** December 31, 2017

SCOPE OF WORK:

The scope of work described in the original contract, dated March 26, 2013, is revised to include additional tasks required for environmental support services for the development of the Upper Trona-Wildrose Road Repair Project. The scope of services and estimated fee for these services shall be in general accordance with Quincy's proposal dated October 15, 2015 included in Attachment A7 to this amendment.



Ms. Chantel Brown
Inyo County Public Works Department
168 N. Edwards Street
Independence, CA 93526

October 15, 2015

**Re: Upper Trona Wildrose Wash Road Scour Repair Project
Quincy On-Call Contract Amendment 7
Additional Biological and Cultural Assessment per NPS and BLM Coordination**

Dear Ms. Brown:

Enclosed is the scope of work and cost estimate for Contract Amendment No. 7 for Panorama Environmental, Inc. and their subconsultants to perform additional tasks identified during the August field meeting with the National Park Service (NPS) and the Bureau of Land Management (BLM) at the North Location of Upper Trona Wildrose Road. The additional tasks for Panorama have been identified as:

- Task 1.4.4: Coordination with NPS and BLM *(Additional Scope for this Task)*
- Task 1.4.5: Biological Resources Impact Assessment *(New Task)*
- Task 1.4.6: Cultural Resources Impact Assessment *(New Task)*

Contract Amendment No. 1 to the On-Call Contract was to add a single repair site on the North Location of Upper Trona-Wildrose Road to the existing contract for Engineering Services between Inyo County and Quincy Engineering.

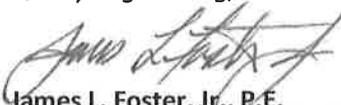
Contract Amendment No. 3 to the On-Call Contract was to incorporate two additional sites (Sites #2 and #3) into the PS&E package.

Contract Amendment No. 7 Scope of Work, time and expenses for Trona Wildrose Road are attached. Contract Amendment No. 7 expenses are in addition to those contained within Amendments No. 1 and No. 3. The sum of the three will cover the services needed. Contract summary is as follows:

Amendment No. 1 (<i>Added Trona Wildrose Road Scour Repair to the Existing On-Call Contract</i>)	\$ 86,000
Amendment No. 3 (<i>Augmented Trona Wildrose Road Scour Repair for additional Sites</i>)	\$ 67,400
<u>Amendment No. 7 (<i>Augmenting Trona Wildrose Road for additional Environmental Studies</i>)</u>	<u>\$ 13,285</u>
Total Not to Exceed Amount (<u><i>Trona Wildrose Road Scour Repair</i></u>)	\$ 166,685

Please feel free to call and discuss this amendment if you have any questions.

Sincerely,
Quincy Engineering, Inc.


James L. Foster, Jr., P.E.
Project Manager



Amendment 7
Attachment A7 Continued

On-Call Contract – Task 1 - Amendment 7
Upper Trona Wildrose Wash Road Scour Repair Scope of Work & Cost Augmentation

Quincy Engineering, Inc. (Quincy) has developed an augmented scope of work and cost estimate for the development of Upper Trona-Wildrose Road Repair Project. This budget augmentation is required to provide the additional environmental services for three repair sites at the North location identified during the in-field coordination meeting held in August 2015 between The County, Quincy Engineering, Panorama Environmental, Bureau of Land Management and the National Park Service. The Scope of Work and Cost Augmentation has been developed considering the work completed to date and the work required to successfully complete the project.

Scope of Work and Cost Augmentation Description

The nature of the tasks associated with the original scope of work from March 2014 and augmented in March 2015 will not change. The primary need to add to the current scope of work was identified during the field review meeting in August 2015. The Task 1 – Amendment 1 Scope is as follows:

Task 1.1 – KO Meeting/Project Management

No additional Scope of work or hours are proposed in additional to previous amendments to complete this task.

Task 1.2: Surveys

No additional Scope of work or hours are proposed in additional to previous amendments to complete this task.

Task 1.3 Hydraulics/Geomorphology

No additional Scope of work or hours are proposed in additional to previous amendments to complete this task.

Task 1.4 – Environmental/Permits

Panorama will need additional budget due to the additional Biological and Cultural Impact Assessments. The following items are needed to complete environmental work for the proposed project:

Task 1.4.1 – Site Visit

No additional Scope of work or hours are proposed in additional to previous amendments to complete this task.

Task 1.4.2: Permitting Support and Coordination

No additional Scope of work or hours are proposed in additional to previous amendments to complete this task.

Task 1.4.2.1: Streambed Alteration Agreement (California Department of Fish and Wildlife)

No additional Scope of work or hours are proposed in additional to previous amendments to complete this task.

Task 1.4.2.2: Waste Discharge Requirement (Lahontan Regional Water Quality Control Board)

No additional Scope of work or hours are proposed in additional to previous amendments to complete this task.

Deliverables

- Draft/Final Permit Applications



Amendment 7
Attachment A7 Continued

Task 1.4.3 Reconnaissance for Desert Tortoise

This task was removed per Amendment No. 3.

Task 1.4.4: Coordination with NPS and BLM

Panorama's March 2015 scope augment added Task 1.4.4. Task 1.4.4 includes environmental coordination with NPS and BLM to determine their environmental requirements. At the August 18, 2015 site visit, NPS and BLM requested that the County prepare an environmental package that includes a detailed project description and maps showing the project disturbance area and cultural and biological survey results/reports to support the Special Use Permit required from NPS and the Notification to Proceed from BLM. Panorama proposes to add additional budget to Task 1.4.4 in order to prepare the environmental package per NPS and BLM's request. The draft environmental package will be sent to the County, Quincy, NPS, and BLM for review and comment. Panorama will incorporate the edits from the all reviewers and then prepare the final environmental package.

Deliverables

- Draft and Final Environmental Package

Task 1.4.5: Biological Resources Impact Assessment

Panorama's original scope of work included only Site 1 and assumed that repair work would stay within the maintained area of the road prism. Panorama attended a site visit in April 2014 and learned that repair work at three additional sites would be needed to fully restore the road. In May 2014, biological surveys were conducted at Sites 1, 2, 3a, and 3b that included the entire section of damaged roadway but did not extend beyond the road shoulder to cover areas of the wash. According to discussions at the site visit in August 2015, repair of the four damage locations would likely require work outside the maintained area of the road prism. The work could result in impacts to biological resources not addressed in the previous biological surveys conducted in 2014.

Under this scope of work, Russell Kokx will update the literature review and database queries, including conducting a new search of the California Natural Diversity Database (CNDDDB), the California Native Plant Society Online Inventory of Rare and Endangered Plants, the appropriate BLM field office and the U.S. Fish and Wildlife Service (USFWS) General Species List Generator, to update the list of sensitive and special status species. Russell will then complete a reconnaissance survey of all areas within the project area plus a 300 foot buffer, which were not surveyed in 2014. No state or federally listed threatened or endangered species are anticipated to occur in the project area so no protocol surveys are proposed. Russell will document and map the habitat conditions, vegetation types, and species observed during the reconnaissance survey of the additional areas.

Russell will prepare a Biological Report of the findings of literature review, the 2014 survey results (previously only presented in an informal memo), the 2015 survey results, potential impacts to biological resources from project work, and recommendations to minimize impacts, as appropriate. The report will include graphics showing the project area, the survey area, and any resources identified during surveys. The Biological Report will be provided to the County for review and comment. Panorama will incorporate County comments and prepare the revised report to submit to NPS and BLM. Panorama will incorporate NPS and BLM comments to produce a final report.

Assumptions

- No protocol surveys for special-status plant or wildlife species are included.
- It is assumed that BLM and NPS will have minimal comments on the Draft report.

Deliverables

- Draft and Final Biological Report
- GPS data



Amendment 7 Attachment A7 Continued

Task 1.4.6: Cultural Resources Impact Assessment

Panorama's previous scope of work included undertaking a literature review at the University of California, Riverside Eastern Information Center (EIC) and at the BLM in Ridgecrest for an area extending 0.5 miles beyond the project alignment. The records search revealed four resources on a ridge north of the Site 1. We assumed that no additional field work would be required, since the project work would be located within active washes unlikely to support surface archaeological or historic resources (due to active flow of water). We assumed that having a cultural resources monitor on-site during construction would suffice to ensure no impacts to cultural resources. However, after the field review in August 2015, the BLM and NPS expressed that they would like to see pedestrian surveys for cultural resources conducted for the full project area.

Cultural field work and reporting will be conducted by ASM Affiliates. Because the area of potential effect (APE) is located on Death Valley National Park land, ASM will need to secure an Archaeological Resources Protection Act (ARPA) permit from NPS prior to the start of fieldwork. The ARPA permit may be time-consuming to obtain. Panorama will provide the County with regular updates regarding obtaining the permit and notify the County of any delays in obtaining the permit. ASM will also need to coordinate with BLM regarding access to BLM land for the survey. ASM holds a BLM permit for conducting this type of work; the BLM will likely require that ASM submit a cultural resources study work plan, which is included in this scope.

Under this amended scope of work, ASM will conduct a Class III (intensive) cultural resources field inventory of the road and up to 30 meters from the centerline of the road. All survey acreage outside of the maintained roadway will be accessed on foot, and no off-road vehicle travel will be conducted. ASM will record any identified archaeological resources (sites and isolated finds) and document each site on standard California Department of Parks and Recreation (DPR) site record forms. Following Bishop/Inyo County BLM guidelines, a site will be considered any collection of 10 or more artifacts in a 25-by-25-meter area or a certain type of isolated feature, either prehistoric (rock ring, midden, bedrock milling station, segregated reduction locus, rock alignment, etc.) or historic (tent pad, structure foundation, road, standing structure).

Isolate finds (fewer than 10 artifacts in a 25-by-25-meter area) will be logged on a DPR Primary Record form. Certain kinds of historic features will also be considered isolates, specifically individual mining shafts, adits, prospects, and trenches; stacked rock cairns or other claim markers; and survey/cadastral markers.

All resources will be mapped with a GPS receiver (Trimble GeoXH or similar) with sub-meter accuracy. Constituents at prehistoric sites will be documented by:

1. Providing an estimate of surface artifact densities (within a designated amount of space)
2. Completing a technological inventory of lithic debitage
3. Preparing an overall artifact inventory
4. Preparing a summary of lithic material types

During site recording, artifacts will be described, analyzed, and/or photographed as necessary in accordance with NPS or California BLM stipulations. All sites will be fully documented in accordance with Secretary of the Interior and California State Historic Preservation Office standards. ASM will inventory, plot, and map any historic sites in largely the same fashion as prehistoric sites.

ASM will prepare a brief End-of-Field Letter summarizing the results of the inventory effort. Complete details about the survey and findings will then be documented in a formal letter report. All archaeological sites recorded during the inventory/survey will be evaluated for National Register of Historic Places (NRHP) eligibility, per 36 CFR 60.4, to the extent possible using survey-level data. Each site will be recommended as Eligible, Not Eligible, Exempt from Evaluation, or Unevaluated Pending Additional Study. Sites determined Unevaluated Pending Additional Study will either need to be avoided or additional work may be required under a separate scope and budget. ASM will offer recommendations for future study and/or protective measures to be taken at sites that are eligible or



Amendment 7
Attachment A7 Continued

potentially eligible for NRHP inclusion. The final letter report will include any site records (with state trinomials) and other attendant field documentation (e.g., notes, forms, and digital photographs). ASM will also prepare and deliver all geographic information system (GIS) shape files for site boundaries and all other GIS metadata with the Final Letter Report.

Assumptions

- Up to 1 site will be identified and recorded.
- The survey area would extend a maximum of 30 meters from the centerline of road.
- The survey would not include artifact collection or subsurface evaluations
- Donald Storm of BLM Ridgecrest has stated that the previous records search is still valid. An additional record search will not be required.

Deliverables

- Cultural Resources Work Plan
- End-of-Field Letter
- Draft and Final Cultural Resources Survey Letter Report
- GIS data

SCHEDULE

Panorama will begin the fieldwork as soon as feasible upon receipt of notice to proceed. Table 1 provides an estimated schedule for completion of tasks in this scope of work if we receive notice to proceed in October.

Task 1.4.4: Coordination with NPS and BLM	February 2016
Task 1.4.5: Biological Resources Impact Assessment	November 2015
Task 1.4.6: Cultural Resources Impact Assessment	January 2016

Task 1.5: PS&E

No additional Scope of work or hours are proposed in additional to previous amendments to complete this task.

Amendment 7
Attachment A7 Continued
Cost Proposal

Inyo County - Trona Wildrose Road Scour Repair Project Amendment 7

Multiple Sites

Date: 10/15/2015

Quincy Engineering, Inc.

Direct Labor:	\$0.00
Escalation for Multi-Year Project (0.0%):	\$0.00

<u>Subtotal</u>	<u>\$0.00</u>
<u>Overhead (1.768):</u>	<u>\$0.00</u>

A. Labor Subtotal **\$0.00**

Subconsultant Costs:

Panorama	\$13,285.00
SC Solutions	\$0.00
Espana Geotechnical Consultants	\$0.00
Earth Mechanics, Inc.	\$0.00
LSA Environmental	\$0.00
Area West Engineers, Inc.	\$0.00
SPS	\$0.00
David Evans Associates	\$0.00
	<u>\$0.00</u>

B. Subconsultant Subtotal **\$13,285.00**

Other Direct Costs:

Travel	0 miles @	\$0.575	\$0.00
Pier Diem/ Hotel	0 days @	\$160.00	\$0.00
Delivery	0 @	\$73.96	\$0.00
<i>Vendor Reproduction</i>			
	Vellum	@	\$0.00
	8 1/2 X 11 Reproduction	@	\$0.00
	11 X 17 Reproduction	@	\$0.00
	Mounting Boards for Presentations	@	\$0.00
	Newsletters (Translation and printing)	@	\$0.00

<u>Subtotal Vendor Reproduction</u>	<u>\$0.00</u>
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Title Report	@		\$0.00
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Miscellaneous			\$0.00
Prevailing Wage Differential			<u>\$0.00</u>

C. Other Direct Cost Subtotal: **\$0.00**

Labor Subtotal A. =	\$0.00
Fixed Fee (10.0%):	\$0.00
Subconsultant Subtotal B. =	\$13,285.00
Fixed Fee (0.0%):	\$0.00
Other Direct Cost Subtotal: C. =	\$0.00
Fixed Fee (0.0%):	\$0.00

TOTAL = **\$13,285.00**

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.

Amendment 7
Attachment A.7 Continued
Cost Proposal

Project Number: 104-600		Project Name: Inyo County - Trona Wildrose Road Scour Repair Project Amendment 7													Quincy Total Hours	Quincy Total Labor Dollars	Panorama	Subconsultant Subtotal							
No.	TASKS	Principal Eng	Principal Eng	Assoc Eng	Senior Eng	Drafter	Assoc Eng	Survey Mgr	Survey Tech	Survey Mgr	Survey Tech	Survey Mgr	Survey Tech	Admin Asst	Direct Labor										
	Initial Hourly Rate	JQ	JF	RF	CD	GM	MKA	KG	BM	SS	JW	AD	JW	AD	JW	AD	JW	AD	RV						
		\$76.15	\$76.15	\$48.13	\$65.29	\$55.39	\$52.21	\$52.48	\$43.48	\$40.48	\$48.34	\$28.48	\$48.34	\$28.48	\$48.34	\$28.48	\$48.34	\$28.48	\$39.37						
Multiple Sites																									
1	KO Meeting/Project Management																			0	\$0			\$0	
2	Surveys																			0	\$0			\$0	
3	Hydraulics / Geomorphology																			0	\$0			\$0	
4	Environmental/Permits (NPS Meeting)																			0	\$0	\$13,285		\$13,285	
5	PS&E																			0	\$0			\$0	
	Design memo																			0	\$0			\$0	
	Design plans																			0	\$0			\$0	
	check specifications																			0	\$0			\$0	
	Quantities and estimate																			0	\$0			\$0	
	65%, 95%, Final Submittals																			0	\$0			\$0	
	QA/QC																			0	\$0			\$0	
	Subtotal- Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Other Direct Costs																								
	Total Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,285	



**Invo County - Bridge Engineering Services On-Call Contract
Year 2015 Hourly Rates**

Rates are effective January 1, 2015 through December 31, 2015

<u>Labor by Classification</u>	<u>Hourly Rate</u>
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
<u>Environmental</u>	
Environmental Manager	\$50 - \$65
<u>Surveying - Office Classifications</u>	
Senior Surveyor/ Survey Department Manager	\$38 - \$60
Associate Surveyor/Project Surveyor	\$35 - \$45
Survey Technician*	\$28 - \$41
<u>Surveying - Field Classifications</u>	
Party Chief*	\$28 - \$60
Instrumentman*	\$28 - \$45
Chainman/Rodman*	\$28 - \$41
One Man Crew*	\$28 - \$60
Two Man Crew*	\$75 - \$125
<u>Overhead Rate</u>	176.80%
<u>Other Direct Costs</u>	
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
<u>Fee</u>	
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 B7

**AGREEMENT BETWEEN COUNTY OF INYO AND
Quincy Engineering, Inc.
FOR THE PROVISION OF ENVIRONMENTAL SUPPORT SERVICES
FOR THE DEVELOPMENT OF THE UPPER TRONA-WILDROSE ROAD REPAIR PROJECT**

TERM:

FROM: February 12, 2013 **TO:** December 31, 2017

FEES:

The fees for the scope of work described in Attachment A7 shall be the rates shown in Quincy's proposal schedule included in Attachment A6.

Project	Service	Amount
Upper Trona-Wildrose Road Repair Project Project # TR13-044	Environmental Support	\$13,285.00
	Total:	\$13,285.00

The costs for these three projects will increase the total contract amount by \$13,285.00, from \$1,448,700.00 to \$1,461,985.00.

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 C7

**AGREEMENT BETWEEN COUNTY OF INYO AND
Quincy Engineering, Inc.
FOR THE PROVISION OF ENVIRONMENTAL SUPPORT SERVICES
FOR THE DEVELOPMENT OF THE UPPER TRONA-WILDROSE ROAD REPAIR 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 A7 to Amendment No. 7 for travel and per diem expenses.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

20

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: November 10, 2015

SUBJECT: Purchase of a new Livescan Fingerprint Machine.

DEPARTMENTAL RECOMMENDATION:

Request the Board:

- A) Declare MorphoTrust USA Inc. as the Sole Source Provider for the purchase of a new Livescan Fingerprint machine to be located at the Records Division and;
- B) Approve the purchase of a new Livescan Fingerprint machine from MorphoTrust USA Inc., in the amount of \$22,262.76 (includes shipping & tax).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The RAN budget exists in order to purchase, lease, operate and provide maintenance of automated fingerprint equipment and digital image photographic equipment used for the identification of individuals and for the reimbursement of local agencies within the county which have previously purchased, leased, operated or maintained automated fingerprint equipment and digital image photographic equipment. The expenditures for the RAN budget are approved yearly, for the fiscal year 2015-2016, by the RAN/DNA Board comprised of Sheriff Lutze, DA Tom Hardy, Probation Chief Thompson and Bishop Police Chief Carter.

MorphoTrust USA Inc. (formally Identix Corp.) installed the MorphoTrust LiveScan Fingerprint machine at the Records Division of the Jail Facility in May 2006. MorphoTrust USA Inc. is a CMAS vendor (CMAS IT-70 #3-11-70-10908) and the quote provided was based on CMAS amounts and meets the County purchasing guidelines. The current machine is obsolete and suffers constant breakdowns. It is a sister unit to the one in the Jail, sharing printers and other equipment therefore both machines can act as a backup for each other.

ALTERNATIVES:

There are no practical alternatives available.

OTHER AGENCY INVOLVEMENT:

Auditor's office
Information Services
Purchasing

FINANCING:

These funds are included in the Board Approved FY 2015-2016 RAN budget 056610, Object Code 5669. The Automated Fingerprint Trust (502705) will reimburse the RAN budget for these expenses.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>10/22/2015</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  _____ Date: 10/26/15

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.

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

<p>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.</p> <p>MorphoTrust USA Inc. (formally Identix Corp.) is a CMAS vendor (CMAS IT-70 #3-11-70-10908) and is our Department of Justice support vendor. The total amount of this purchase, including shipping, is \$22,262.76.</p>	
DEPARTMENT CONTACT PERSON & TITLE Sheriff Lutze	
DEPARTMENT NAME Sheriff's Department	PHONE 878-0386
REQUESTED SUPPLIER/CONSULTANT NAME MorphoTrust USA Inc.	SUPPLIER CONTACT PERSON Gary Newlin
SUPPLIER ADDRESS 5705 W. Old Shakopee Road, Ste. 100 Bloomington, MN 55437-3107	SUPPLIER CONTACT'S PHONE NUMBER (952) 442-8701

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



Signature of Requestor



Date

President/CEO Approval

Date



MorphoTrust USA
 5705 W. Old Shakopee Road
 Suite 100
 Bloomington, MN 55437-3107
 USA
 Phone (800) 932-0890
 FAX (952) 932-7181

Customer Quotation

QUOTE #: 12296-Y5B7X4 - 1
 DATE: 09/23/2015
 EXPIRES: 12/22/2015

Customer Information

ATTN: INYO COUNTY SHERIFFS
 DEPARTMENT

CUSTOMER NAME: INYO COUNTY SHERIFFS
 DEPARTMENT

Phone:

Phone: 760-878-0386

Fax:

Fax:

Email:

Email: lharnet@inyocounty.us

ADDR: 207 W SOUTH ST

ADDR: 550 S CLAY ST

BISHOP, CA 93514

INDEPENDENCE, CA 93526

United States

United States

Billing Information

ATTN: Lauri Harner

CUSTOMER NAME: INYO COUNTY SHERIFFS
 DEPARTMENT

Phone: 760-878-0386

Fax:

Email: lharnet@inyocounty.us

ADDR: 550 S CLAY ST

Shipping Information

ATTN: Lauri Harner

CUSTOMER NAME: INYO COUNTY SHERIFFS
 DEPARTMENT

Phone: 760-878-0386

Fax:

Email: lharnet@inyocounty.us

ADDR: 550 S CLAY ST

INDEPENDENCE, CA 93526

United States

Sales Rep:

Name: Gary Newlin

Phone: 952-442-8701

Cell: 612-839-9639

Fax: 952-945-3304

Email: GNewlin@morphotrust.com

PAY TERMS: Net 30

CUST TYPE:

Product	Price Source	Units	Qty	Unit Price Selling (USD)	Extended Price (USD)
TPE-5500-ED TouchPrint™ 5500 500dpi enhanced definition LiveScan booking system; upgradeable to 1000 dpi; includes appliance, TouchPrint Enterprise application software with slip to roll matching, PC running Windows with 17" monitor and speakers in a standalone cabinet running and 24" deck. 1yr. help desk warranty included.	CMAAS-IT-70	EACH	1	\$12,711.00	\$12,711.00
5500-TPE-ED-W95 First year warranty upgrade to 9/5 coverage for the TPE-5500 500dpi enhanced definition Live Scan booking system	CMAAS-IT-70	Year	1	\$601.00	\$601.00
TPE-PRT-DUP TouchPrint Duplex Fingerprint Card Printer - for printing double sided cards. Enterprise applications only. 1 Yr. Help Desk Warranty included..	CMAAS-IT-70	EACH	1	\$2,341.00	\$2,341.00
PRT-DUP-W95 ANNUAL WARRANTY UPGRADE 9/5	CMAAS-IT-70	Year	1	\$145.00	\$145.00
TPE-COMX-NECFTP NATMS AFIS Protocol Support w/ FTP. Compression Support Package with FTP Provides Support for NEC NATMS Protocol Communications Over TCP/IP/FTP Wide Area Network Connections w/ MSQ compression.	CMAAS-IT-70	EACH	1	\$171.00	\$171.00



Terms and Conditions

Quote #: 12296-Y5B7X4 - 1

Stated prices do not include any sales, use, value added, federal, state, local, or other taxes, or any custom duties. All such taxes or duties shall be paid by customer, or in lieu thereof, customer shall provide an appropriate tax exemption form. Customer shall in its purchase order specifically include the applicable sales tax amount or provide a current tax exemption certificate. Without the applicable tax amount or tax exemption certificate, MorphoTrust USA will not enter the purchase order. MorphoTrust USA reserves the right to invoice customer for sales tax calculation in customer's purchase order that is insufficient.

General Terms and Conditions:

- 1) This Quotation is valid for 90 days from the date of Quotation.
- 2) Purchase Order must reference correct Quotation Number and Date of Quotation.
- 3) Unless otherwise agreed to in writing by MorphoTrust USA, all sales of MorphoTrust USA hardware products, and all licenses of MorphoTrust USA software, are subject to MorphoTrust USA's standard terms and conditions of sale and license.
- 4) Unless otherwise agreed to in writing by MorphoTrust USA, all products are subject to MorphoTrust USA's standard warranty, at the quoted Warranty Service Level, for a period of one year from the date of installation.
- 5) Unless otherwise agreed to in writing by MorphoTrust USA, Products are sold FOB - MorphoTrust USA Factory, Bloomington, MN. Prices are exclusive of shipping, handling and freight charges, which are separately identified in the Quotation, and which are the sole responsibility of the purchaser.
- 6) Stated prices do not include any sales, use, value added, federal, state, local or other taxes, or any custom duties. All such taxes or duties shall be paid by customer, or in lieu thereof, customer shall provide an appropriate tax exemption form. Customer shall in its purchase order specifically include the applicable sales tax amount or provide a current tax exemption certificate. Without the applicable tax amount or tax exemption certificate, MorphoTrust USA will not enter the purchase order. MorphoTrust USA reserves the right to invoice customer for sales tax calculation in customer's purchase order that is insufficient.
- 7) Subject to credit approval by MorphoTrust USA, all payments are due in full net thirty (30) days from date of invoice. In the event MorphoTrust USA does not approve such credit, other payment terms must be agreed upon by the parties.
- 8) Prices are exclusive of engineering or other labor service charges provided by MorphoTrust USA at the request of the purchaser, unless such engineering or other labor is expressly covered by warranty and otherwise required directly as a result of defects in materials or workmanship. Engineering and other labor services, as well as parts and materials, provided by MorphoTrust USA outside of applicable warranty shall be paid for by the purchaser at MorphoTrust USA's then current time and materials charges.
- 9) MorphoTrust USA provided maintenance support following the warranty period is recommended by MorphoTrust USA. Help Desk, On-Site and 24/7 maintenance support programs are available, subject to execution of MorphoTrust USA Standard Maintenance Agreement.
- 10) Where applicable, in sole judgment of MorphoTrust USA, this Quotation is subject to existing contract pricing between MorphoTrust USA and the purchaser. Current contract number must be identified on the Purchase Order.
- 11) Any discount prices are for like quantities ordered on the same Purchase Order. Quantities are not cumulative. Any change in the quantity ordered may affect price. Contact MorphoTrust USA for new quote with desired quantities.
- 12) This Quotation and these terms and conditions apply to domestic U.S. orders only.
- 13) This Quotation is MorphoTrust USA proprietary.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only
AGENDA NUMBER

21

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: **November 10, 2015**

SUBJECT: Purchase of a new Digital Voice Logger for Dispatch

DEPARTMENTAL RECOMMENDATION:

Request the Board:

- A) Declare J.E. I. of Cameron Park, CA as the Sole Source Provider and approve the purchase of the following three items:
- B) The purchase of a new Digital Voice Logger and necessary equipment(main voice recorder system, rack-mounted), and installation per quote #3875 in the amount of \$10,651.08 and
- C) The purchase of a Redundant Digital Voice Logger and necessary equipment (Sister recorder unit), and installation per quote #3885 in the amount of \$7,920.71 and
- D) The purchase of daily Remote Test and Notification of JEI Recorder Function, 1 year annual license per quote #3886 in the amount of \$3,942.00, including set up, and
- E) Request Board amend the FY 2015-2016 Sheriff General (Budget 022700) as follows: Increase estimated revenue in AB443 Sheriff (Revenue Code #4486) by \$22,514.00, and increase appropriation in Equipment (Object Code 5650) by \$22,514.00(4/5's vote required.).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Every telephone call received or placed, regardless of source, and every radio transmission, regardless of source, is recorded within the Sheriff's Communication System. These telephone calls and radio transmissions are kept for liability reasons as well as to support criminal investigations. Our current system was purchased from J.E.I. and is in need of replacement. J.E.I. meets the requirements to be a sole source vendor under the provisions of the County Purchasing Policy Section F/IV/I/2, including:

- a) *Capability of proposed contractor that is critical to specific effort and makes the contractor clearly unique compared to other contractors in the same general field. J.E.I. is familiar with our current dispatch system and the infrastructure is in place for and connected to their current equipment.*
- b) *Prior experience of a highly specialized nature that contractor has that is vital to the proposed effort .J.E.I. is familiar and has worked on our current dispatch infrastructure.*
- d) *Proposed contractor has a substantial investment that would have to be duplicated at the County's expense*

by another contractor entering the field. We currently have J.E.I. equipment and the infrastructure is in place for the upgraded equipment. There would be a substantial cost to change the infrastructure.

- e) A critical proposed schedule for the service and/or project being requested that only this contractor can meet. The wiring and infrastructure is in place for J.E.I. equipment and they can readily provide the product without substantial changes to current setup.*
- f) Preclusion of competition because of the existence of patent rights, copyrights, secret processes, and/or location. J.E.I. is a CMAS vendor (CMAS 3-08-70-2550A; & GSA #GS035F-0407T)*

We are also requesting to purchase a "sister" unit which will be connected alongside the new recorder that will allow 90 days of recording that will be used should the main recorder fail due to unforeseen circumstances. This will continue to allow supporting information for the DA's office should it be needed in an investigation. We are also requesting to purchase a daily notification and testing service which would alert us if there was a problem with the equipment.

Information Services has been part of this process to ensure the capability of the equipment.

ALTERNATIVES:

None. The recording equipment is imperative as stated before, for liability reasons and to support criminal investigations.

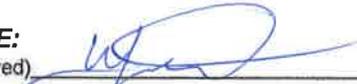
OTHER AGENCY INVOLVEMENT:

Auditor's office
Information Services
Purchasing

FINANCING:

The Auditor will transfer the revenue from the Sheriff AB443 Trust once expenses occur. There are currently sufficient funds in the trust to cover these expenditures.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> <div style="text-align: right;">Approved: _____ Date _____</div>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> <div style="text-align: right;">  Approved: <u>10/29/15</u> Date: <u>egs</u> </div>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> <div style="text-align: right;">Approved: _____ Date _____</div>

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

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


 Approved: ✓ Date: 10-28-2015

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.

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

<p>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. Purchase a new digital voice logger(\$10,651.08), sister system(\$7,920.71) and daily remote notification(\$3,942.00) from J.E.I.of Cameron Park, CA J.E.I. is a CMAS vendor (CMAS 3-08-70-2550A; & GSA #GS035F-0407T). This is for recording phone calls & radio transmissions for the Sheriff's communication system. These are kept for liability reasons as well as to support criminal investigations. AB443 monies will be used to purchase these items.</p>	
<p>DEPARTMENT CONTACT PERSON & TITLE Sheriff Lutze/Janis L. Odum</p>	
<p>DEPARTMENT NAME Sheriff's Department</p>	<p>PHONE 760.878.0326</p>
<p>REQUESTED SUPPLIER/CONSULTANT NAME J.E.I.</p>	<p>SUPPLIER CONTACT PERSON Candie White</p>
<p>SUPPLIER ADDRESS 3087 Alhambra Drive Cameron Park, CA</p>	<p>SUPPLIER CONTACT'S PHONE NUMBER 530.677.3210</p>

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



Signature of Requestor

10/29/15

Date

President/CEO Approval

Date



3087 Alhambra Drive
Cameron Park. CA

530-677-3210

Quote

DATE	NUMBER
10/1/2015	3875

NAME / ADDRESS
Inyo County Sheriff Department P.O. Drawer S 550 S Clay St. Independence, CA 93526

QUOTE VALIDITY	FOB	WARRANTY
10/31/2015	Origin	1 Year

ITEM	DESCRIPTION	QTY	UNIT \$	TOTAL
DVLC-24FS	Digital Voice Logger, Compact 4U Rackmount Chassis, 11.9" Deep, 24 Analog Channels, w/SATA Archive System	1	9,940.48	9,940.48T
NCS-1	Network Client Software, installation CD. LAN Connectivity for DVR Series Recorders	1	0.00	0.00T
IM-DVL	Information Manual for the DVL	1	40.00	40.00T
NCS-1	Network Client Software, installation CD. LAN Connectivity for DVL Series Recorders		2.00	2.00T
Trade-In	Trade-In (JEI DVR-24FT)		-250.00	-250.00
Pack/Ship	Packing & Shipping	1	120.00	120.00
	Extended Warranties: JEI Parts & Labor - 1 Year Motherboard - 3 Years Intel CPU - 3 Years Crucial Memory - Lifetime Main Hard Drive - 5 Years SATA Archive Drive - 5 Years JEI Phone Support - Lifetime			
			TOTAL	

SIGNATURE



3087 Alhambra Drive
Cameron Park. CA

530-677-3210

Quote

DATE	NUMBER
10/1/2015	3875

NAME / ADDRESS
Inyo County Sheriff Department P.O. Drawer S 550 S Clay St. Independence, CA 93526

QUOTE VALIDITY	FOB	WARRANTY
10/31/2015	Origin	1 Year

ITEM	DESCRIPTION	QTY	UNIT \$	TOTAL
	NOTES: 70% Commercial / 30% Government Status of Company: Manufacturer DUNS #02-903-3156 Includes Software On Board GSA #GS035F-0407T CMAS 3-08-70-2550A Fed Tax ID: 94-2374472 Cage Code: #54645 CCR Registered			
	Sales Tax		8.00%	798.60
			TOTAL	\$10,651.08

All Sales Are Final

SIGNATURE _____



3087 Alhambra Drive
Cameron Park. CA

530-677-3210

Quote

DATE	NUMBER
10/14/2015	3885

NAME / ADDRESS
Inyo County Sheriff Department P.O. Drawer S 550 S Clay St. Independence, CA 93526

QUOTE VALIDITY	FOB	WARRANTY
10/31/2015	Origin	1 Year

ITEM	DESCRIPTION	QTY	UNIT \$	TOTAL
DVLR-24F	Redundant Digital Voice Logger, 24 Analog Channels, 2U Rack Mount Industrial Chassis, 90 Day Retention	1	5,950.00	5,950.00T
090-10200-004	Type 66 Punchdown block, 50PR Block 2 Female Connectors	1	57.59	57.59T
CCCT3BAOFZ-018	Telco 50P M 90 Rev Exit/50P M Metal 180 Baillock CAT 3 25P SD PVC Cable Assembly, 18'	1	38.95	38.95T
078-10021-001	KVM Switch, USB (Optional)	1	110.60	110.60T
Install/Train	Installation & Operator Training	1	1,182.00	1,182.00
Pack/Ship	Packing & Shipping	1	89.00	89.00
	Sales Tax		8.00%	492.57
			TOTAL	\$7,920.71

All Sales Are Final

SIGNATURE _____



3087 Alhambra Drive
Cameron Park. CA

530-677-3210

Quote

DATE	NUMBER
10/15/2015	3886

NAME / ADDRESS
Inyo County Sheriff Department P.O. Drawer S 550 S Clay St. Independence, CA 93526

QUOTE VALIDITY	FOB	WARRANTY
10/31/2015	N/A	N/A

ITEM	DESCRIPTION	QTY	UNIT \$	TOTAL
NightWatchman	Daily Remote Test and Notification of JEI Recorder Function via Customer Unlimited VPN Access Point - 1ea Annual License	1	3,650.00	3,650.00T
	Note: Customer must provide reliable VPN Access, 24/7 365 days per Year. JEI must have a single User Name and Password with 1 Year before any renewal. No third party authentication devices.			
	Sales Tax		8.00%	292.00
			TOTAL	\$3,942.00

All Sales Are Final

SIGNATURE _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only
AGENDA NUMBER
22

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: November 10, 2015

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

DEPARTMENTAL RECOMMENDATION:

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

- 1) The availability of funding for these requested positions comes from the General Fund, as certified by the Sheriff, and concurred by the County Administrator and the Auditor-Controller; and
- 2) where internal candidates 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; 3) and Approve the hiring for (1) Correctional Officer position (Range 64 \$3,735-\$4,539)

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Due to a recent internal promotion, the Sheriff's Office has a vacant Correctional Officer position. The Sheriff's Office has established a list of applicants for this position. The hiring of this Correctional Officer position will fall within the Sheriff's current authorized strength.

ALTERNATIVES:

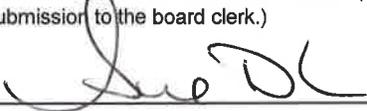
Deny the filling of (1) one Correctional Officer position.

OTHER AGENCY INVOLVEMENT:

Personnel Department
Auditor's office

FINANCING:

The Correctional Officer position is currently budgeted in the Board approved 2015-2016 Jail General budget 022900.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>11/4/2015</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: <u>J</u> Date <u>11/4/15</u>

DEPARTMENT HEAD SIGNATURE: William R. Lutz by Janis L. Adams Date: 11/4/15
(Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

23

Consent
Hearing

Departmental

Correspondence Action

Public

Scheduled Time for

Closed Session

Informational

FROM: HEALTH & HUMAN SERVICES – Behavioral Health Division

FOR THE BOARD MEETING OF: November 10, 2015

SUBJECT: Request for authorization to hire one full time Office Clerk III in the HHS Behavioral Health Division.

DEPARTMENTAL RECOMMENDATION:

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

1. the availability of funding for the requested positions exists in the Behavioral Health and Drinking Driver Program (DDP) budgets, 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 vacancy could be filled by an internal candidate, but an open recruitment would be more appropriate to ensure more qualified candidates apply; and
3. approve the hiring of one full time Office Clerk III Range 52 (\$2880-\$3500) .

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

A full time Office Clerk III position in the Behavioral Health Division will be vacant as an employee will be retiring from this position as of November 4, 2015. The vacancy will occur in our HHS Grove Street front office as a second long time employee retires from this office within the last 6 weeks. This position is one of three Office Clerk III positions in the Grove Street office and is supervised by the Office Technician III. The team provides reception for the entire Grove Street Office which includes Behavioral Health, Child Welfare, Adult Protective Services, IHSS, Wraparound and Public Guardian/Public Administrator services. As such, it is a busy office with a high volume of direct client services. The Office Clerks ensure that consumers and partners are welcomed and supported as they come into the office or are on the phone. This is often the first point of contact to engage persons in services. The position provides not only front office support but also assistance with admissions and maintenance of the electronic health records. As part of the team, the person in this position had developed special expertise in support of the Driving under the Influence Program (DUI). This position is an integral part of the team and assists with tracking and billing in compliance with program regulations. The Department respectfully requests permission to recruit and hire to fill this vacancy.

ALTERNATIVES:

The Board could choose to not to allow Behavioral Health to hire this position. This would seriously impact our ability to provide consumer and staff support at all levels.

OTHER AGENCY INVOLVEMENT:

Behavioral Health is a division of Health and Human Services and works in partnership with multiple agencies such as probation, schools, primary health, and law enforcement, in addition to most other HHS divisions.

FINANCING:

Funding includes Behavioral Health Realignment, Medi-Cal and client fees from the DDP program. This position is budgeted 50% in Behavioral Health (045200) and 50% in DDP (045312) in the salaries and benefits object codes. No County General Funds.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <u>Andy Shepherd</u> Date: <u>10/27/15</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved: <u>Joe DC</u> Date: <u>10/27/15</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Jean Turner

Date: 10-27-15



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

24

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

FROM: HEALTH & HUMAN SERVICES – FIRST/Wraparound

FOR THE BOARD MEETING OF: November 10, 2015

SUBJECT: Request to Hire one full-time HHS Specialist IV in the FIRST (Wraparound) program.

DEPARTMENTAL RECOMMENDATION:

Request your Board

- 1) Find that consistent with the adopted Authorized Position Review Policy:
 - a. the availability of funding for the position of one Health and Human Services (HHS) Specialist IV exists in the FIRST budget, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
 - b. where internal candidates meet the qualifications for the position, the vacancy could be filled by an internal candidate, but an open recruitment would be more appropriate to ensure more qualified candidates apply; and
 - c. approve the hiring of one fulltime HHS Specialist IV at Range 60 (\$3,471-\$4,216).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

A vacancy in our Families Intensive Response and Strengthening Team (FIRST) program, formerly known as Wraparound, occurred as a result of an employee accepted a promotion into another HHS position. This vacancy leaves two remaining employees to provide critical services to our highest risk families, limiting the number of families the program is able to enroll.

The former Wraparound program is an intensive, individualized care management process for children who are at risk of placement in a group home setting. The newly formed FIRST, uses the existing wraparound model and leverages other funding streams in order to broaden the entrance criteria so that other high risk families are able to be served by the program. By providing this intensive level of services at the front end to families at risk of having more costly outcomes (e.g. court involvement, hospitalizations, foster care...), as well as continuing to service the children at risk of group home placement, continues to be a way to support cost containment to the fullest extent possible. The HHS Specialist IV position works with the FIRST team to provide a high level of case management intervention and support to our most challenging and complex cases. This includes working within an on-call system that is responsive to the needs of these families on a twenty-four hour basis to help divert and manage crisis situations.

ALTERNATIVES:

The Board could choose to not allow HHS to fill this current vacancy. Doing so would mean that the Wraparound team would limit its ability to serve local families. Costs will likely escalate for Child Welfare and Probation staff

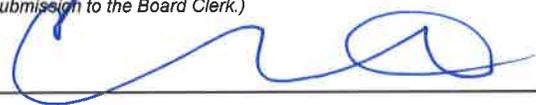
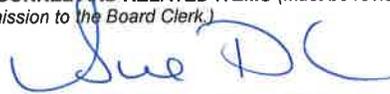
who will be placing more children out of the area, and thus increasing travel for the mandated monthly face-to-face visits by the professional staff.

OTHER AGENCY INVOLVEMENT:

Inyo County Juvenile and Superior Court, Inyo County Superintendent of Schools, Toiyabe Family Services, local Paiute and Shoshone tribes.

FINANCING:

The funding for this position is budgeted in FIRST budget (055801) in the Salaries and Benefits object codes. This budget was created using funds from the following budgets: CMH (045200-50%); Social Services (055800-42.5%); SUD (045315-2.5%) and First 5 (643000-5%). No County General Funds.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>eyes</u> Date: <u>10/19/2015</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: <u>✓</u> <u>10/19/15</u> Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 10/20/15



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

25

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: November 10, 2015

SUBJECT: U.S. Fish and Wildlife Service 90-day Petition Findings for the Inyo Mountains Salamander and the Panamint Alligator Lizard¹

RECOMMENDATION: Review draft correspondence to the U.S. Fish and Wildlife Service regarding the 90-day Petition Findings for the Inyo Mountains Salamander and the Panamint Alligator Lizard, and authorize the Chair to sign correspondence in regards thereto.

SUMMARY DISCUSSION: The U.S. Fish and Wildlife Service (USFWS) announced 90-day findings on various petitions to list, reclassify, or delist fish, wildlife, or plants under the Endangered Species Act, including two species in Inyo County: the Inyo Mountains Salamander and the Panamint Alligator Lizard. The USFWS has found the petitions present substantial scientific or commercial information indicating additional protections for the species may be warranted and are initiating a review of these species to determine if the petitioned actions are warranted. To ensure that these status reviews are comprehensive, the USFWS is requesting scientific and commercial data and other information regarding these species. Based on their review, the USFWS will issue a 12-month finding on the petitions, which will address whether listing is warranted.

The attached correspondence reviews the information provided in the listing petitions, and discusses existing protections provided to the species, which are found primarily within already designated Wilderness Areas and Death Valley National Park. The comment period ends on November 17, 2015.

ALTERNATIVES: The Board could direct changes to the correspondence, or not submit correspondence.

OTHER AGENCY INVOLVEMENT: Department of Interior, USFWS; other agencies with jurisdiction (U.S. Forest Service, California Department of Fish and Wildlife, etc.); neighboring Counties.

FINANCING: General funds are utilized to monitor federal rule making.

¹ For more information on the 90-Day Findings, please see <https://www.federalregister.gov/articles/2015/09/18/2015-23315/endorsed-and-threatened-wildlife-and-plants-90-day-findings-on-25-petitions>

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 11/4/15

Attachments

1. Draft Correspondence to the U.S. Fish and Wildlife Service

November 10, 2015

Public Comments Processing
Attn: FWS-R8-ES-2015-0105 & FWS-R8-ES-2015-0092
U.S. Fish and Wildlife Service, MS: BPHC,
5275 Leesburg Pike
Falls Church, VA 22041-3803

Re: Docket Numbers FWS-R8-ES-2015-0105 (Panamint Alligator Lizard) and FWS-R8-ES-2015-0092 (Inyo Mountains Salamander)

To whom it may concern:

On behalf of the Board of Supervisors, thank you for providing Inyo County with notice of the U.S. Fish and Wildlife Service (USFWS) 90-day Petition Findings for the Inyo Mountains Salamander and the Panamint Alligator Lizard, and for your efforts to improve communication between the USFWS and Inyo County Board of Supervisors on potential USFWS species listings. We are committed to working with our land management partners to promote the health and conservation of all species within our region, and we appreciate the opportunity for early participation in potential listings of endangered and threatened species within Inyo County. We believe that early and ongoing consultation will result in the highest likelihood of success for species conservation and recovery.

Inyo County is best characterized as rural, and our heritage and economic livelihood are strongly tied to public lands. Less than two percent of Inyo County is privately held and available for development; the remainder of Inyo County is managed by Federal and State agencies, and the City of Los Angeles Department of Water and Power. Our base economic contributors are tourism, agriculture, and mining, each of which is inherently impacted by increased regulatory burdens associated with Federal land use management. Endangered and threatened species listings in Inyo County have the potential to impact grazing leases, mining permits, resource harvesting, recreational access and the regional economy, which could in turn impose substantial costs on land use, ownership, and opportunity.

We have reviewed the 90-day findings on petitions to list the Inyo Mountains Salamander and the Panamint Alligator Lizard submitted by the Center for Biological Diversity, and would like to provide additional information on the above described species not reflected in the literature cited in the petition for describing factors for listing.

The factors for listing the Panamint Alligator Lizard include "Present or threatened destruction, modification or curtailment of the species habitat or range," and "Overutilization for commercial, recreational, scientific, or education purposes." The petition specifically identifies "mining, off-highway vehicle activity, grazing, and introduction of invasive plant species" as threats to the species. A 1994 study cited by the petition states "Panamint alligator lizard occur on private lands and are currently at risk because of habitat loss from mining, both feral and domestic livestock, and off-road vehicle activity in the restricted riparian habitats that shelter this species. Off-road activity in the Panamint-Inyo-White Mountain system has increased significantly over the last 10 years, so impacts to the Panamint alligator lizard are anticipated to increase.¹" It should be noted that the Panamint Mountain Range lies predominantly within the boundaries of Death Valley National Park (established in 1994), where OHV use is prohibited and any existing mining activity is severely restricted. Additionally, large portions of

¹ Jennings, Mark R. and Hayes, Marc P. Hayes, *Amphibian and Reptile Species of Special Concern In California*, 1994

the White and Inyo Mountain Ranges are within protected Federal Wilderness, which also prohibits any type of mechanical travel, as well as mining activities. Grazing is also limited in the Panamint, White, and Inyo Mountain Ranges. The petition also states that illegal collecting of the Panamint Alligator Lizard are a threat to the species; however the evidence cited is speculative and unsubstantiated.

Similar claims regarding threats to the species were made in the petition to list the Inyo Mountains Salamander. The petition claims that “Existing populations of [Inyo Mountain Salamander] would be better protected if the areas associated with the springs in which they occur were closed to vehicles and mining” and “federal protection would ensure that essential habitat are protected from adverse modification.” As described above, large portions of the Inyo Mountains are protected within the Inyo Mountain Wilderness, and vehicular travel of any type, mining, and development are prohibited within the Wilderness boundary.

It should be noted both the Panamint Alligator Lizard and the Inyo Mountains Salamander are already provided protection as California Department of Fish and Wildlife Species of Special Concern, which requires that the impacts to species must be considered under the California Environmental Quality Act (CEQA) environmental review process should any development be proposed in the vicinity of the species’ preferred habitat. However, the habitat for the species is located in areas that are very mountainous, rugged, and remote, and present little development opportunity. It is highly unlikely that any future development will be proposed near the species’ habitat.

As described above, federal endangered and threatened species listings have may have significant impacts to Inyo County’s economy and cultural heritage. In just the past few years, multiple species have been listed or are being proposed to be listed as endangered or threatened in Inyo County, with hundreds of thousands of acres anticipated to be proposed as critical habitat. The cumulative impacts of these proposals present significant limitations on our economy and way of life. Consideration for critical habitat designations associated with the proposed species listings discussed herein should be limited to already protected federal land designations such as established Wilderness Areas and Death Valley National Park in order to limit any socioeconomic impacts.

Thank you again for the opportunity for early participation in considering the Panamint Alligator Lizard and Inyo Mountain Salamander for listing. If you have any questions, please contact the County’s Administrative Officer, Kevin Carunchio, at (760) 878-0292 or kcarunchio@inyocounty.us.

Sincerely,

Matt Kingsley, Chairperson
Inyo County Board of Supervisors



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 26

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF November 10, 2015

SUBJECT: Continuation of declaration of local emergency

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

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

DEPARTMENT HEAD SIGNATURE:

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

27

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING November 10, 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 <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

28

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF November 10, 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 (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

29

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF November 10, 2015

SUBJECT: Continuation of proclamation of local emergency

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

30

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF November 10, 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 "Death Valley Down But Not Out Emergency" that was proclaimed as a result flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

SUMMARY DISCUSSION: - During your October 27, 2015 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Death Valley Down But Not Out Emergency that is a result of flooding in the central, south and southeastern portion of Inyo County. Since the circumstances and conditions relating to this emergency persist, the recommendation is that the emergency be continued on a bi-weekly basis, until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 31

- 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: November 10, 2015

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - **CLERK OF THE BOARD** - Request approval of the minutes of the Board of Supervisors Meetings as follows: A) Special Meeting of October 9, 2015; B) Special Meeting of October 12, 2015; C) Special Meeting of October 14, 2015; D) the Regular Meetings of October 20, 2015; and E) the Regular Meeting of October 27, 2015.

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

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

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

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

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



SCE Drought Resolution Initiative



Governor's Emergency Proclamation

January 2014: Governor Brown declared state of emergency

...in areas where drought affected
trees have created the potential
for catastrophic forest fires



CPUC Resolution

June 12, 2014: CPUC issued Resolution ESRB-4 directing the electric utility companies to

- “...take remedial measures to reduce the likelihood of fires started by or threatening utility facilities.”
- Invoke their respective CEMAs to record costs of removal and incremental support costs



SCE Districts Included

18 SCE Districts are covered by the Drought Resolution Initiative (DRI)

Antelope Valley	Santa Barbara
Barstow	Santa Monica
Bishop/Mammoth	Shaver Lake
Covina	Tehachapi
Kernville	Thousand Oaks
Monrovia	Valencia
Ridgecrest	Ventura
Saddleback	Victorville
San Joaquin	Wildomar

SCE Districts Included

- **Contracts were awarded in August 2015 for tree listing and for tree removals**
- **15 QC Patrolmen & 2 QC General Foreman responsible for patrolling all overhead SCE facilities and identifying hazardous trees in the affected areas**
- **We are in the process of identifying hazardous trees in other districts. Once the trees are identified, we will add more tree removal crews.**

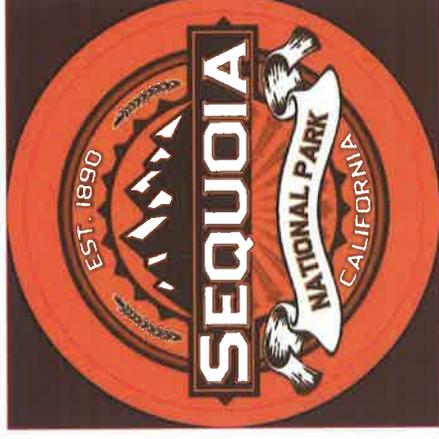
SCE Districts Included

Currently there are 28 tree removal crews dedicated to DRI:

- *Kemville - 6 crews*
- *San Joaquin - 2 crews*
- *Shaver Lake - 18 crews*
- *Tehachapi - 2 crews*

List of Potential Agencies Working with SCE

- ***Cal Fire [Glenn Barley]***
- ***USFS – Sequoia, Sierra, Inyo, Los Padres, Angeles, and Cleveland***
- ***Sequoia National Monument***
- ***Sequoia National Park***
- ***Respective counties throughout SCE territory***



Current Activities

- **Action Plan** - work with CDF and other agencies to develop action plan and scope of work.
- **Tree Identification/Prioritization** - identifying and prioritizing trees that could potentially effect our facilities.
- **Tree Removal Contractors** – utilizing qualified contractor resources to provide the necessary tree clearing services.
- **Veg Practices** - revised our current vegetation management practices to reduce the risk of electrical failures by conducting fuel reduction operations in high-fire areas.

Current Activities

- **Accounting Procedures** – document removal and operational expenses for possible reimbursement through CEMA accounting.
- **Communication Plan** – attempt to ensure property owners are aware of SCE operations on their land and that they know their responsibilities.
 - News releases
 - Information Cards for Field Personnel and SCE Contractors

Dead Trees along SCE Transmission/Distribution Corridor



Progression of a Dying Tree

Once a tree begins to die, whether from drought or bark beetle infestation, it could potentially be dead in less than 90 days



SCE Tree Attachments

- We estimate there are hundreds of tree attachments in the DRI area.
- QC Patrolmen are also in the process of identifying all SCE tree attachments.
- All tree attachments will eventually be removed and installed on new SCE utility poles



This tree is located in Kernville District.
Approximately 6 weeks ago it was healthy/green.

DRI 2014-Present

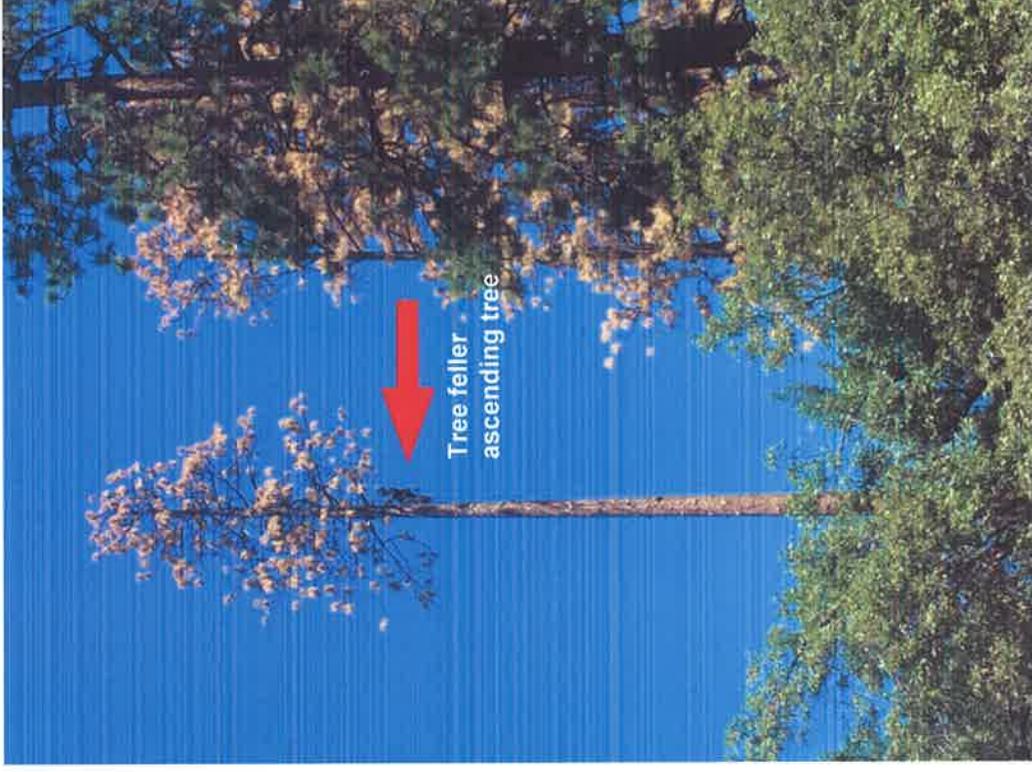
From August 2014 – August 2015

- 2638 trees removed

Projected activity

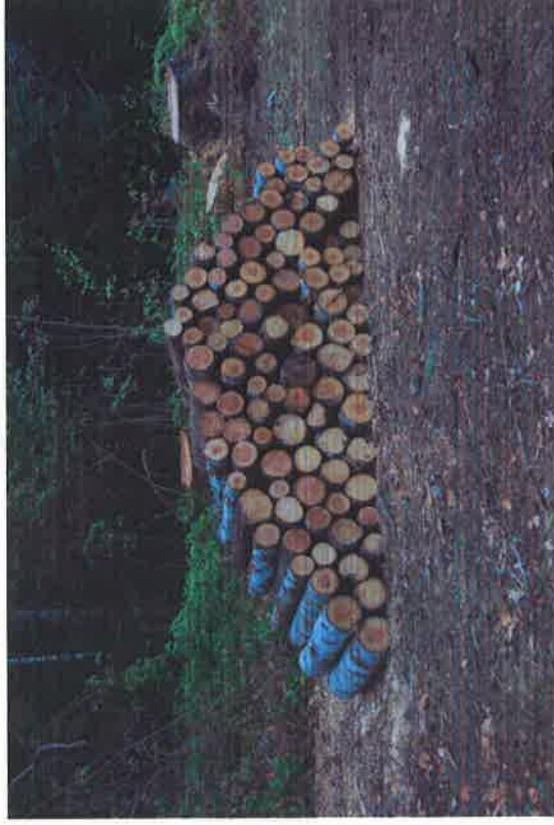
- Estimated removals for remainder of 2015 are 1500 trees

2016 removals projected at 2300 trees.
(Based on current weather conditions, this number is likely to increase.)



Wood Disposal on Private Property

- Contractor will dispose of the timber by hauling it away for grinding and disposal
- Timber can be left on-site as firewood for the customer only after customer has been made aware of proper firewood storage to minimize spread of bark beetles.



Wood Disposal on USFS Land

- Per USFS discretion timber will be handled by:
 - Left on-site as “Lop and Scatter” due to site, slope, and environmental concerns
 - Hauled off to a designated site for timber harvest/firewood sale
 - Possible grinding with a tub grinder and disposal as site locations allow



Closing

- **Project overview**
- **Questions?**



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: Road Department

FOR THE BOARD MEETING OF: November 10, 2015

SUBJECT: Changing the name of Sunset Drive, West of Barlow Lane, to Sunset Road

DEPARTMENTAL RECOMMENDATION:

Request your Board 1) conduct a public hearing to consider changing the name of Sunset Drive, west of Barlow Lane, to Sunset Road; 2) based upon the public hearing and Board discussion, adopt a resolution titled "Resolution of the Board of Supervisors, County of Inyo, State of California, To Change The Name Of Sunset Drive, County Road #1131, West of Barlow Lane, To Sunset Road."

CAO RECOMMENDATION: None

SUMMARY DISCUSSION:

Sunset Drive is located in Bishop, CA. The portion of Sunset Drive, west of Barlow Lane, had previously been called Sunset Road and had been called Sunset Road for many years. In an effort to update 9-1-1 emergency telephone call response information, the Sheriff's Office asked the Public Works Department to research and correct all road names that were either misspelled or that did not match the official road name as proposed on either a subdivision map or the State approved road maintenance list, etc. Research led staff to believe that the correct name for Sunset Road, west of Barlow Lane, is Sunset Drive. Public Works made this correction and the Road Department replaced the road sign to read Sunset Drive. Since that time, Public Works and the Road Department have received numerous calls from residents concerned about the road name correction and how their deeds, insurance paperwork, and delivery addresses no longer matched the official address of their property.

On October 27, 2015, pursuant to California Streets and Highways Code Section 970.5, the Board declared its intent to change the road name and set a public hearing for November 10, 2015 to consider the road name change (Resolution 2015-___). The Road Department posted public notice at three locations along Sunset Drive, west of Barlow Lane, 10 days in advance of November 10, 2015.

The Road Department is requesting the Board adopt Resolution 2015-___ to change the road name.

ALTERNATIVES:

Not change the name of the West portion of Sunset Drive. This alternative is not recommended as the residents of the area of concern have shown that they want the name changed back to Sunset Road.

OTHER AGENCY INVOLVEMENT: .

County Counsel- Review of the resolution and procedure.
Planning- 9-1-1 Emergency Telephone Call Addressing Program
Inyo County Road Department- Revision of Maintained Mileage System

FINANCING: None

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) <i>Margaret Kemp-Williams</i> Approved: <u>Yes</u> Date <u>10-31-15</u>
ROAD SUPERINTENDENT: BOB BROWN	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>Bob Brown</u> Date <u>10-27-15</u>
PLANNING DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____

DEPARTMENT HEAD SIGNATURE: *Chad Davis* Date: 11/8/15
(Not to be signed until all approvals are Received)

Resolution 2015- ____

**RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO,
STATE OF CALIFORNIA, TO CHANGE THE NAME OF SUNSET DRIVE,
COUNTY ROAD #1131, WEST OF BARLOW LANE, TO SUNSET ROAD**

WHEREAS, the Board of Supervisors has received a request from the County Department of Public Works, based on public concern; and

WHEREAS, this name change would resolve discrepancies between the official name of the portion of Sunset Drive west of Barlow Lane, and the stated name on the residents' legal documents pertaining to their property; and

WHEREAS, on October 27, 2015, the Board of Supervisors approved Resolution No. 2015- ____, which stated the intent to change the name of Sunset Drive, west of Barlow Lane, to Sunset Road; and

WHEREAS, in accordance with Section 970.5 of California Streets and Highways Code, a public hearing regarding the above road name change was advertised, noticed, and held on November 10, 2015.

NOW, THEREFORE BE IT RESOLVED, that based on the results of the above public hearing and Board discussion, the name of Sunset Drive, west of Barlow Lane, be changed to Sunset Road; and

BE IT FURTHER RESOLVED, that the Board hereby directs the Director of Public Works, pursuant to Section 2121 of the California Streets and Highways Code, to make appropriate changes to the County's maintained mileage and road name lists.

BE IT FINALLY RESOLVED, that the Board hereby directs the Director of Public Works to install necessary new road name signs within thirty days of this action.

PASSED AND ADOPTED on this ____ day of _____, _____, by the Inyo County of Supervisors, County of Inyo:

AYES:

NOES:

ABSTAIN:

ABSENT:

Matt Kingsley, Chair
Inyo County Board of Supervisors

ATTEST:

Kevin Carunchio, Clerk of the Board

By: _____
Patricia Gunsolley, Assistant Clerk of the Board



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

35

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

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

FOR THE BOARD MEETING OF: November 10, 2015

SUBJECT: Appointment to the Inyo Fish and Wildlife Commission

DEPARTMENTAL RECOMMENDATION: - Request Board appoint the following to serve on the Inyo Fish and Wildlife Commission, two regular member positions to complete unexpired four-year terms ending October 6, 2019 and one alternate position to complete an unexpired four-year term ending October 6, 2017. (*Notice of vacancy resulted in requests for appointment being received from Steve Ivy, Doug Brown, and John Fredrickson.*)

SUMMARY DISCUSSION: Your Board was notified of vacancies on the Inyo Fish and Wildlife Commission. The vacancies were noticed per your Board's procedure. Requests for reappointment were received from Mr. Ivy, and Mr. Brown, and a request for appointment was received from Mr. Fredrickson. There are two regular positions and one alternate position on the Commission which need to be filled and its is recommended that your Board fill these positions from the applicants requesting appointment.

ALTERNATIVES: - Your Board could choose to continue the recruitment for members. This alternative is not recommended in that you have qualified applicants seeking appoint and further recruitment may not result in additional applications.

OTHER AGENCY INVOLVEMENT: N/A

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

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ 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
38

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: November 10, 2015

SUBJECT: General Plan Amendment No. 2013-02/Inyo County (Renewable Energy) – Correspondence from Defenders of Wildlife

DEPARTMENTAL RECOMMENDATION: Receive correspondence from Defenders of Wildlife regarding General Plan Amendment No. 2013-02/Inyo County (Renewable Energy) dated September 30, 2015.

SUMMARY DISCUSSION: Defenders of Wildlife submitted correspondence to the Board of Supervisors (refer to Attachment 1) pertaining to General Plan Amendment No. 2013-02/Inyo County (Renewable Energy) – known as the REGPA – which was approved by the County earlier this year.¹ The correspondence requested review of the administrative record regarding the Solar Energy Development Area (SEDA) in Rose Valley displayed in the final REGPA (Attachment 2). Staff has reviewed the recording of the Board's deliberations and has confirmed the Rose Valley SEDA configuration in the final REGPA is as directed by the Board. Staff intends to convey this information to Defenders of Wildlife.

ALTERNATIVES: The Board could consider directing staff to agendize this item for action at a future meeting.

OTHER AGENCY INVOLVEMENT: None directly. Numerous agencies participated in development of the REGPA.

FINANCING: General fund resources are utilized to respond to general public inquiries. The REGPA was prepared with funding from the California Energy Commission.

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

¹ Refer to <http://inyoplanning.org/projects/REGPA.htm> for more information regarding the REGPA.

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 11/4/15

Attachments

1. Defenders of Wildlife Correspondence Dated September 30, 2015
2. Final Rose Valley SEDA



California Office
1303 J Street, Suite 270 | Sacramento, CA 95814 | tel 916.313.5800 | fax 916.313.5812
www.defenders.org

September 30, 2015

Board of Supervisors
County of Inyo
P.O. Box N
Independence, CA 93526
Via email to: pgunsolley@inyocounty.us

Re: Renewable Energy General Plan Amendment

Dear Supervisors;

Defenders of Wildlife (Defenders) thanks the Inyo County Supervisors, the members of the Planning Commission and the staff of the Planning Department for development of the Renewable Energy General Plan Amendment (REGPA). Defenders participated in all phases of the REGPA and appreciates the excellent work of all Inyo County officials and staff, and especially the public participation opportunities.

After reading all the documents supporting the adoption of the final REGPA, we would like the Board of Supervisors to review the administrative records and issue a clarification regarding the boundary and location of the Solar Energy Development Area (SEDA) in Rose Valley. At the Board of Supervisors hearing on the REGPA held on March 24, 2015, Stephanie Dashiell from Defenders provided a map of a recommended SEDA in Rose Valley (see attachment) to the Board and Cathreen Richards, Senior Planner. We recommended the Rose Valley SEDA be designated on lands shown with a bright green boundary located generally to the east of Highway 395, except for one parcel on the west side of Highway 395 that was previously an alfalfa farm.

At the March 24, 2015 hearing, the Supervisors adopted an amendment modifying the SEDA in Rose Valley, as follows:

Adjust SEDA boundary to reflect revisions proposed by the Defenders of Wildlife. The SEDA includes area marked in green, striped area east of SR 395. Eliminate striped area in west and north.

We greatly appreciate that Defenders' recommendation for a revised SEDA was adopted by the Supervisors. Our recommendation was intended to minimize the impact of solar energy development on the Mohave ground squirrel and its habitat in Rose Valley and to largely confine consideration of future solar energy development to previously disturbed lands, such as the former alfalfa farms on the Hay Ranch property and immediately west of Highway 395 near the Coso Junction.

National Headquarters
1130 17th Street, N.W.
Washington, D.C. 20036-4604
tel 202.682.9400 | fax 202.682.1331

Attachment 1

Our request for a clarification on the SEDA boundary is because of a discrepancy in the interpretation of the language. It was our understanding, based on the discussion at the meeting and the language in the adopted REGPA amendment, that the SEDA would conform to the boundary proposed by Defenders (see green outline in attached map). Thus we were surprised to see that maps showed an area much larger that includes additional public lands important for the conservation of Mohave ground squirrel. Thus, we are formally requesting clarification from the Board of Supervisors regarding the boundary of the Rose Valley SEDA, as it does not currently conform to Defenders proposed boundary.

Thank you again for your excellent work on the REGPA and please contact me if you have any questions about our request. I look forward to your reply.

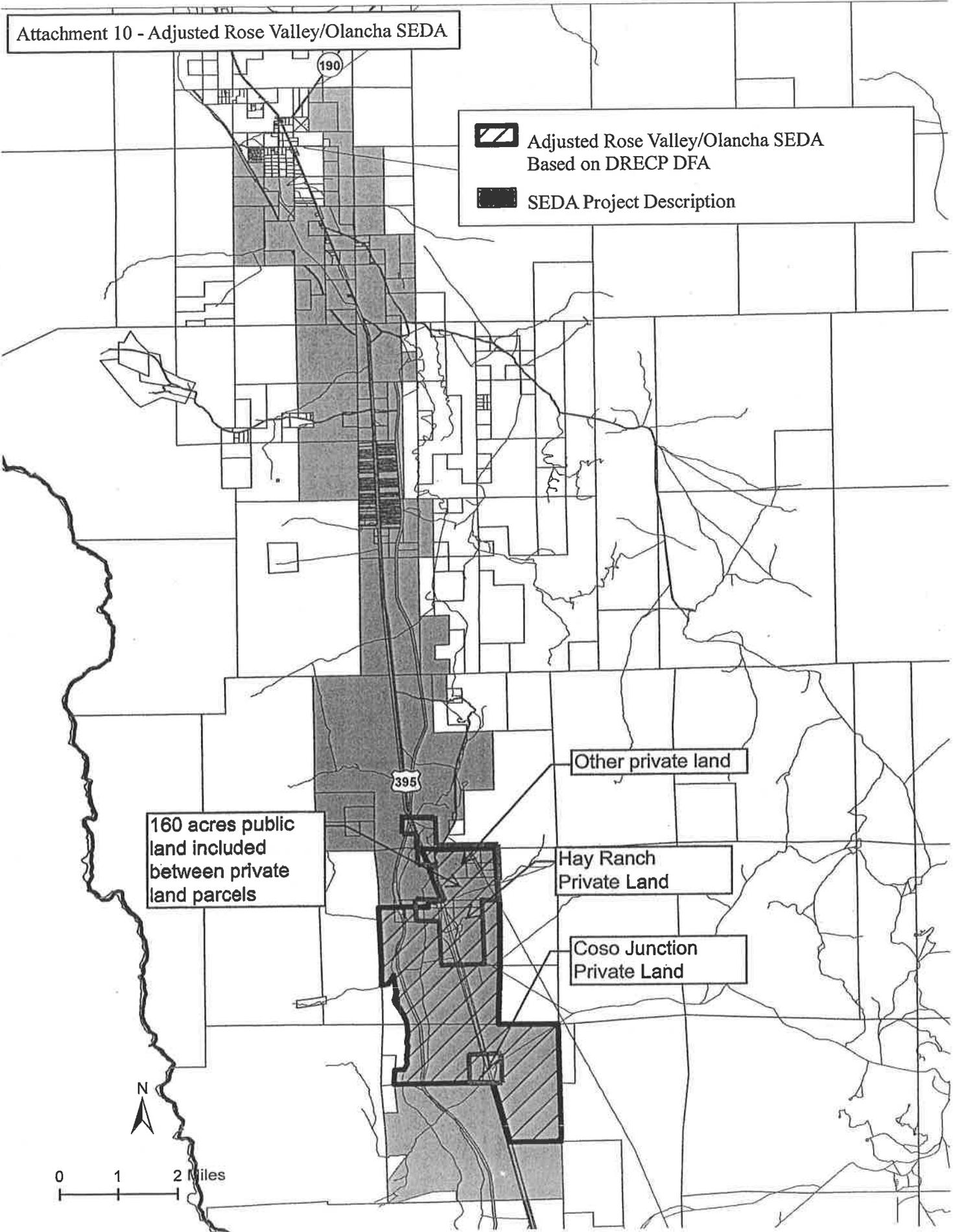
Sincerely,

A handwritten signature in black ink that reads "Kim Delfino". The signature is written in a cursive, flowing style.

Kim Delfino
California Program Director
kdelfino@defenders.org

Attachment: Map of Rose Valley SEDA recommended by Defenders

Attachment 10 - Adjusted Rose Valley/Olancha SEDA



 Adjusted Rose Valley/Olancha SEDA
Based on DRECP DFA

 SEDA Project Description

160 acres public
land included
between private
land parcels

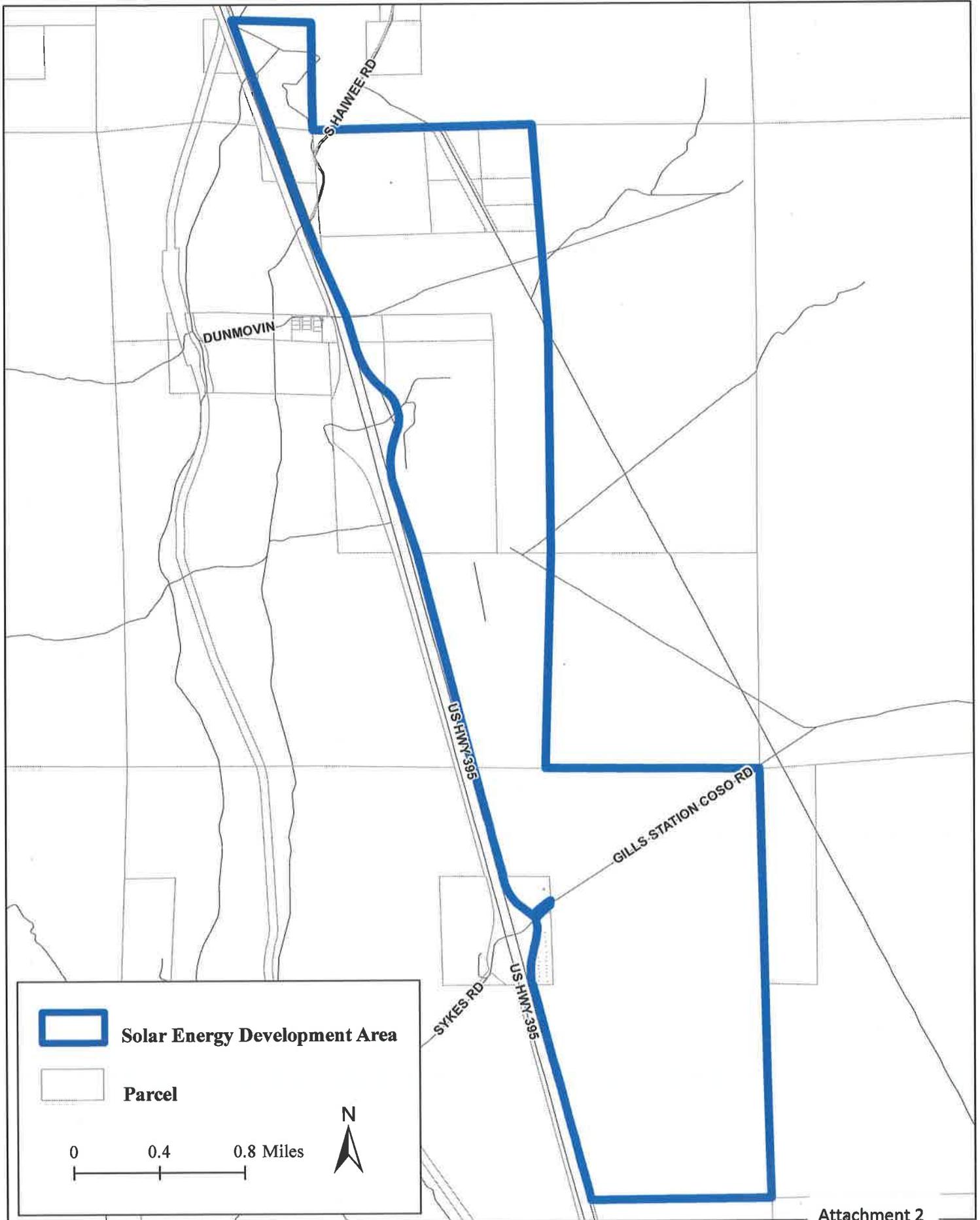
Other private land

Hay Ranch
Private Land

Coso Junction
Private Land



0 1 2 Miles





40
 Edmund G. Brown Jr., Governor
 NATURAL RESOURCES AGENCY
 DEPARTMENT OF FISH AND WILDLIFE
WILDLIFE CONSERVATION BOARD
 Mailing Address: 1416 9th Street, Room 1266
 Sacramento, California 95814
 www.wcb.ca.gov
 (916) 445-8448
 Fax (916) 323-0280

Inyo County Board of Supervisors
 County Administrative Center
 224 North Edwards
 Independence, California 93526

OCT 20 2015

RECEIVED
 2015 OCT 30 PM 2:53
 INYO COUNTY
 ADMINISTRATOR
 OFFICE OF THE CLERK

Dear Ladies and Gentlemen:

Middle Owens Valley Perennial Pepperweed Removal
 Inyo and Mono Counties
 Project ID: 2015030

The Wildlife Conservation Board (WCB), in addition to other responsibilities, carries out a program that includes the enhancement or restoration of fish and wildlife habitat.

At this time, and in response to a request from the Inyo and Mono Counties Agricultural Commissioner's Office, the WCB proposes to consider funding removal of approximately 14 acres of noxious perennial pepperweed within 10,280 acres on publicly owned lands in Inyo and Mono Counties, to improve and enhance wildlife habitat. This proposal is presently scheduled for the November 19, 2015, Board meeting. A copy of the preliminary agenda is enclosed for your review. A full agenda will follow within two weeks. You may view all agendas and minutes, and/or subscribe to receive them via email, on our website at www.wcb.ca.gov.

If you have any questions about this proposal or need additional information, please feel free to contact me at (916) 445-0137.

Sincerely,

John P. Donnelly
 Executive Director

Enclosure

cc: The Honorable Tom Berryhill
 Member of the Senate
 State Capitol, Room 3076
 Sacramento, CA 95814

The Honorable Devon J. Mathis
 Member of the Assembly
 P.O. Box 942849, Room 5126
 Sacramento, CA 94249-0026

Leslie MacNair, Regional Manager
 CDFW, Inland Deserts Region

DEPARTMENT OF FISH AND WILDLIFE

WILDLIFE CONSERVATION BOARD

1416 9TH STREET, ROOM 1266
SACRAMENTO, CALIFORNIA 95814
(916) 445-8448
FAX (916) 323-0280
www.wcb.ca.gov

NOTICE OF MEETING

WILDLIFE CONSERVATION BOARD

November 19, 2015

10:00 AM

1/ State Capitol, Room 3191
Sacramento, California 95814

PRELIMINARY AGENDA ITEMS

ITEM NO.

1. Roll Call
2. Funding Status - Informational
3. Proposed Consent Calendar (Items 4 - 12)
- *4. Approval of Minutes – September 3, 2015 and September 29, 2015
- *5. Recovery of Funds

* Proposed Consent Calendar

1/ These facilities are accessible to persons with disabilities; more information on page vii.

consistent with the authorized uses of the proposed funding source, which allows for the acquisition and protection of habitat that implements or assists in the establishment of Natural Community Conservation Plans. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(c)].

- *9. Western Riverside MSHCP (2012) - Caramello, \$50,000.00
Riverside County

To consider the acceptance of a U.S. Fish and Wildlife Service Habitat Conservation Plan Land Acquisition grant and the approval to subgrant these federal funds to the Western Riverside County Regional Conservation Authority (Authority), as well as to consider a Wildlife Conservation Board grant to the Authority, to acquire in fee ±10 acres of land located in the Community of Teneja in western Riverside County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition of habitat to protect rare, endangered, threatened or fully protected species; and which allows for the acquisition of habitat on which unique species or natural communities exist. [Habitat Conservation Fund (Proposition 117) Fish and Game Code Section 2786(b/c)].

- *10. Western Riverside MSHCP (2014/2015) - Bautista, \$846,200.00
Riverside County

To consider the acceptance of a U.S. Fish and Wildlife Service Habitat Conservation Plan Land Acquisition grant and the approval to subgrant these federal funds to the Western Riverside County Regional Conservation Authority (Authority), as well as to consider a Wildlife Conservation Board (WCB) grant to the Authority, to acquire in fee ±2,838 acres of land located in the City of Hemet in western Riverside County. The purposes of this project are consistent with the authorized uses of the proposed funding source which allows for the acquisition of habitat to protect rare, endangered, threatened or fully protected species; and which allows for the acquisition of habitat on which unique species or natural communities exist. [Habitat Conservation Fund (Proposition 117) Fish and Game Code Section 2786(b/c)].

- *11. Willow Hole Conservation Area, Expansion 2, \$31,250.00
Riverside County

To consider the acceptance of a U.S. Fish and Wildlife Service Habitat Conservation Planning Land Acquisition grant and the approval to subgrant these federal funds to the Coachella Valley Conservation Commission (CVCC), and to consider a Wildlife Conservation Board grant to the CVCC, to acquire in fee ±29 acres of land for the protection habitat essential for recovery of threatened and endangered species the Coachella Valley Multi-Species Conservation Plan/Natural Community Conservation Plan area, located in the

14. San Joaquin River Parkway, Ball Ranch (Quarry Site), \$4,030,000.00
Fresno County

To consider the acquisition in fee of ±122 acres of land by the California Department of Fish and Wildlife (CDFW) and the eventual transfer of jurisdiction of the property by CDFW to the San Joaquin River Conservancy for the protection of riparian and oak woodland habitat and for future wildlife oriented public use opportunities, within the San Joaquin River Parkway located along the west side of Friant Road in Fresno County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for protection of San Joaquin River Parkway lands and projects as identified by the San Joaquin River Conservancy. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75050(f)].

15. Big Creek Reserve Facility Improvements, Phase II, \$2,558,270.00
Monterey County

To consider the allocation for a grant to The Regents of the University of California for a project to improve research facilities at Landels Hill-Big Creek Natural Reserve, located five miles north of Lucia on SR 1, in Monterey County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for grants to the University of California for the Natural Reserve System for the construction and development of facilities that will be used for research and training to improve the management of natural lands and the preservation of California's wildlife resources. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(b)(3)].

16. Big Sky Natural Area CAPP - Alamos Canyon, \$1,852,126.00
Ventura County

To consider the allocation for a grant to The Rancho Simi Recreation and Park District for a cooperative project with the Santa Monica Mountains Conservancy and the California Natural Resources Agency to acquire in fee ±326 acres of wildlife habitat, including large areas of riparian and aquatic habitat, grasslands and oak woodlands, located near Simi Valley in Ventura County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition and protection of habitat that accomplishes one or more of the following objectives: promotes recovery of threatened and endangered species, protects habitat corridors, protects significant natural landscapes and ecosystems, such as oak woodlands, and riparian and wetland areas. [Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Fund of 2006 (Proposition 84), Public Resources Code Section 75055(b)]

(CDFW) to restore and enhance ±150 acres of wetlands, located on CDFW land four miles northwest of Niland, in Imperial County. The purposes of this project are consistent with the authorized uses of the proposed funding source, which allows for the acquisition, enhancement or restoration of wetlands outside the Central Valley. [Habitat Conservation Fund (Proposition 117), Fish and Game Code Section 2786(d), Wetlands Outside the Central Valley].

20. Appraisal Review and Disclosure Policy Report Informational

To report the effectiveness of the Appraisal Review and Disclosure Policy previously adopted by the Wildlife Conservation Board.

21. Procedures for Grant Augmentations Informational

To report on procedures for evaluating requests for augmentations to existing grants.

PERSONS WITH DISABILITES

Persons with disabilities needing reasonable accommodation to participate in public meetings or other CDFW activities are invited to contact the Department's Reasonable Accommodation Coordinator Melissa Carlin at (916) 651-1214 or Melissa.Carlin@wildlife.ca.gov. Reasonable Accommodation requests for facility and/or meeting accessibility should be received by November 9, 2015. Requests for American Sign Language Interpreters should be submitted at least two weeks prior to the event, and requests for Real-Time Captioners at least four weeks prior to the event. These timeframes are to help ensure that the requested accommodation is met. If a request for an accommodation has been submitted but is no longer needed, please contact the Reasonable Accommodation Coordinator immediately.



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Fisheries Branch
830 S Street
Sacramento, CA 95811
www.dfg.ca.gov

EDMUND G. BROWN, Jr., Governor
CHARLTON H. BONHAM, Director



41

October 26, 2015

SUBJECT: NOTICE OF AVAILABILITY OF NEGATIVE DECLARATION FOR PROPOSED AMENDMENTS TO FRESHWATER SPORT FISHING REGULATIONS, TITLE 14, CALIFORNIA CODE OF REGULATIONS

To Interested Parties:

The California Fish and Game Commission (Commission) adopts changes to California's sport fishing regulations on an annual basis. As required by the California Environmental Quality Act, the California Department of Fish and Wildlife (Department) is providing Public Notice of the completion of an Initial Study/Negative Declaration (IS/ND) for a proposed project to amend current freshwater sport fishing regulations.

The IS/ND is available on the Department's *Notices and Meetings* webpage at: <https://www.wildlife.ca.gov/Notices>. A hard copy is available for review at:

The Department of Fish and Wildlife
Fisheries Branch
830 S Street
Sacramento, CA 95811

Copies of the document are available for review at Department offices in Redding, Yountville, Fresno, Los Alamitos, Eureka, Rancho Cordova, Monterey, and San Diego. The document was filed with the Governor's Office of Planning and Research, State Clearinghouse, on October 27, 2015. Please mail comments to the address listed above; made attention to Ms. Karen Mitchell. Comments must be postmarked by November 25, 2015.

For additional information please contact Karen Mitchell, Senior Environmental Scientist, at (916) 445-0826.

Sincerely,

Stafford Lehr, Chief
Fisheries Branch

**STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY
DEPARTMENT OF FISH AND WILDLIFE
NEGATIVE DECLARATION
FOR
PROPOSED AMENDMENTS
TO
FRESHWATER SPORT FISHING REGULATIONS
TITLE 14, CALIFORNIA CODE OF REGULATIONS**

Prepared by:

**California Department of Fish and Wildlife
Fisheries Branch**

**This Report Has Been Prepared Pursuant to the
California Environmental Quality Act of 1970
State of California
Natural Resources Agency
Department of Fish and Wildlife**

**INITIAL STUDY AND NEGATIVE DECLARATION
FOR
PROPOSED AMENDMENTS
TO
FRESHWATER SPORT FISHING REGULATIONS
TITLE 14, CALIFORNIA CODE OF REGULATIONS**

The Project

The Department of Fish and Wildlife proposes to amend a variety of freshwater sport fishing regulations as set forth in Title 14 of the California Code of Regulations. As compared to existing regulations, the proposed project would amend regulations for snagging, landlocked salmon, San Francisco and San Pablo Bays, and Solano Lake. The proposed regulatory changes are needed for clarification purposes to reduce public confusion and improve regulatory enforcement. Additionally, the proposed project will add a new fishing restriction to protect sturgeon and increase fishing opportunities on the Sacramento River.

The Findings

The project will have a less than significant impact on biological resources, greenhouse gas emissions, recreation, and transportation/traffic. The project will have no impact to aesthetics, agriculture and forest resources, air quality, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, and utilities and service systems.

Basis of the Findings

Based on the initial study, the Department finds that implementing the proposed project will have a less than significant to no impact on the environment. Therefore, a negative declaration is filed pursuant to the California Environmental Quality Act, Public Resource Code Section 21080 (c2).

This proposed negative declaration consists of the following:

- Introduction – Project Description and Background Information on the Proposed Amendments to Freshwater Sport Fishing Regulations
- Initial Study Environmental Checklist Form
- Explanation of the Response to the Initial Study Environmental Checklist Form