

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.

February 2, 2016

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Pursuant to Government Code §54956.9(d)(1) – Native American Heritage Commission vs. Inyo County Planning Department and Inyo County Board of Supervisors, Inyo County Superior Court Case No. SICVPT 1557557 (Munro Petition for Writ of Mandate).**
3. **CONFERENCE WITH LEGAL COUNSEL -ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(d)(4)] – discussion with legal counsel regarding potential initiation of litigation (two cases.)**
4. **CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §54957.6] – Employee Organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Peace Officers Association (ICPPOA); Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. Agency designated representatives: County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, Information Services Director, Brandon Shults, County Counsel, Marshall Rudolph, and Assistant County Counsel, John Vallejo.**

OPEN SESSION

10:00 a.m. PLEDGE OF ALLEGIANCE

5. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
6. **PUBLIC COMMENT**
7. **COUNTY DEPARTMENT REPORTS (Reports limited to two minutes)**
8. **INTRODUCTIONS – Rae Hunter, Social Worker, and Taylor Burson, Office Clerk, will be introduced to the Board.**

CLERK-RECORDER

9. Request Board award to and approve the Contract between the County of Inyo and PFA, Inc., for the Microfilm Conversion Project, for the period of January 1, 2016 through June 30, 2016, in an amount not to exceed \$7,000, and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

PUBLIC WORKS

10. Request Board approve the Contract between the County of Inyo and Blizzard Fire Protection, for fire suppression equipment maintenance services, for the period of January 19, 2016 through January 18, 2019, with two one year options to renew through January 28, 2021, at the rate of \$925 per year, plus a one time hydro inspection at the Bishop Airport in the amount of \$760, for a total Contract amount not to exceed \$3,535; authorize the Chairperson to sign; and 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.
11. Request Board accept and approve the Highway Easement Deed from the USFS for the Whitney Portal Road Federal Lands Access Project, and authorize County Counsel's preparation of a statement of legal sufficiency and provide a copy to the Clerk of the Board for the Board's files.

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

12. **TREASURER-TAX COLLECTOR** – Request approval of the Inyo County Treasury Investment Policy as submitted.
13. **TREASURER-TAX COLLECTOR** – Request approval of a resolution titled “A Resolution of the Board of Supervisors of the County of Inyo Delegating to the Inyo County Treasurer its Investment Authority Pursuant to Section 53607 of the Government Code.”
14. **AGRICULTURAL COMMISSIONER** - Request Board find that consistent with the Authorized Position Review Policy: A) the availability of funding for Seasonal Field Assistant positions exists in the Owens Valley Mosquito Abatement Program budget, as certified by the Agricultural Commissioner and concurred with by the County Administrator and Auditor-Controller; B) where, due seasonal nature of the positions, it is unlikely that the positions could be filled by internal candidates meeting the qualifications for the position, therefore an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of three Seasonal Field Assistants I at Range 050PT (\$14.75 - \$17.91), beginning April 1 and working through October 1, contingent upon the Board's adoption of future budgets.
15. **AGRICULTURAL COMMISSIONER** - Request Board find that consistent with the Authorized Position Review Policy: A) the availability of funding for a Supervising Agricultural Inspector Biologist position comes from the General Fund as certified by the Agricultural Commissioner and concurred with by the County Administrator and Auditor-Controller; B) where, due to the type of position, it is unlikely that the position could be filled by internal candidates meeting the qualifications for the position, therefore an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one Supervising Agricultural Inspector Biologist, at Range 78 (\$5,097 - \$6,195).
16. **CLERK-RECORDER** - Request Board A) change the authorized strength by adding one full-time Office Clerk I-III Series at Ranges 48-52 (\$2,633 - \$3,414) and, upon filling the full-time position, deleting one B-Par Office Clerk II position at Range 50PT (\$14.75/hr. - \$17.91/hr.) and B) find that consistent with the Authorized Position Review Policy: 1) the availability of funding for an Office Clerk II position would need to be appropriated through a General Fund Budget Amendment during the Mid-Year Budget Review process; 2) where internal candidates meet the qualifications for the position of Office Clerk, the position could be filled through an internal recruitment, however, an open recruitment is more appropriate since this is a full-time, fully benefitted entry-level position; and 3) approve the hiring of one Office Clerk II at Range 50 (\$2,749 - \$3,343).

17. **PUBLIC WORKS** – Request approval of the Agreement between the County of Inyo and Disability Access Consultants for access consulting services to complete an Americans with Disabilities Act Transition Plan Update, for the period of February 2, 2016 through June 30, 2016, in an amount not to exceed \$36,900; and authorize the Chairperson to sign.
18. **PLANNING** – Request Board review the Programmatic Agreement for Phase I of the Desert Renewable Energy Conservation Plan (DRECP); and authorize the Chairperson to sign.
19. **COUNTY ADMINISTRATOR - Emergency Services** - Request Board continue the local emergency, The Death Valley Road eater 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.
20. **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.
21. **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.
22. **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.
23. **COUNTY ADMINISTRATOR – Emergency Services** - Request Board continue the local emergency, known as the “Death Valley Down But Not Out Emergency” that was proclaimed as a result of flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.
24. **CLERK OF THE BOARD** – Request approval of the minutes of the Board of Supervisors Meeting of January 19, 2016.

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

- 11:30 a.m. 25. **PLANNING** – Request Board enact an ordinance titled “An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Zone Reclassification No. 2015-01/Magnificat Ventures and Amending the Zoning Map of the County of Inyo by Rezoning a 17-acre Parcel Located at 881 E. Old Spanish Trail Highway (APN 048-514-33) in the Community of Charleston View From Open space with Forty-Acre Minimum (OS-40) to Highway Services and Tourist Commercial (C2).”
- 1:00 p.m. 26. **WATER** – Request Board provide direction to the County’s Standing Committee representatives on the Agenda for the February 8, 2016 Inyo County/Los Angeles Standing Committee Meeting scheduled to take place in Independence (*Agenda will be presented during the discussion*), including request from LADWP received on January 28, 2016, (*included with but not addressed in the staff report*) requesting that the Board consider supporting a Standing Committee motion to pre-approve reductions to irrigation water supplies and enhancement/mitigation projects that may be determined by the Technical Group. (*Due to the timing of the receipt of LADWP’s request, staff’s recommendation will be presented during the discussion.*)

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

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

27. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

28. **ENVIRONMENTAL HEALTH** – Proposition 65 Report of a hazardous waste spill at the scene of an accident near Tecopa.

29. **SHERIFF** – The Inmate Welfare Fund Expenditures Report for FY 2014-15.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk=s Use Only: AGENDA NUMBER 9
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Kammi Foote, Clerk-Recorder and Registrar of Voters

FOR THE BOARD MEETING OF: FEBRUARY 2, 2016

SUBJECT: Award a contract for the Microfilm Conversion Project for Mining Claim Location Notices

DEPARTMENTAL RECOMMENDATION:

Request the Board award a contract for the provisions of the Microfilm Conversion Project to PFA, Inc., in an amount not to exceed \$7,000 for the period of January 1, 2016 to June 30, 2016 and authorize the Board Chairperson to sign, contingent upon obtaining appropriate signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Inyo County Recorder's Office is responsible for the permanent retention of recorded documents. This means that we have the crucial task of making sure that we never lose any of the information in the public record. The Mining Claim Location Notices proposed for microfilming in this project are located in non-stitched historical record books and are the only surviving permanent records of early mining location notices in this date range in Inyo County.

Technology has changed many times over the years; from large computers to small ones; from paper to microfilm to digital storage. In Inyo County we use servers, back-up servers, offsite removable hard drives, and offsite microfilm data storage. Although electronic images are convenient, microfilm is still the industry standard for archives because microfilm, when stored properly, will last for at least 500 years. Digital records are appropriate for records accessed regularly for convenience, however digital records are much more fragile and have a shelf life of 10-15 years.

By converting these records to microfilm, we can store a complete copy in our offsite storage location and reduce the vulnerability of losing this information to deterioration, flood, fire or other natural disaster.

The Inyo County Recorder's Office solicited Proposals from qualified and experienced organizations to convert thirty-four (34) historic Mining Claim Location Notices books that range in age from 51 to 106 years old to microfilm.

The proposals that were received by the Inyo County Recorder's Office are summarized as follows:

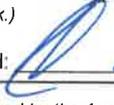
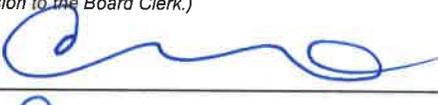
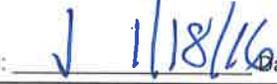
<u>Name of Proposer</u>	<u>Price per proposal Sheet</u>
PFA, Inc.	\$6,424.42
Raycom Data Technologies, Inc	\$6,897.84

ALTERNATIVES:

Your Board could decline the request, which would leave these records vulnerable to being lost to deterioration, flood, fire, or other natural disaster.

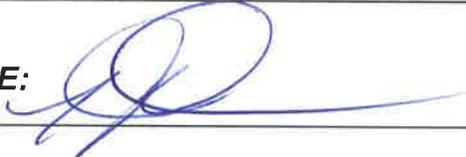
FINANCING:

There are no General Fund monies involved. The fee of \$1 per document recorded is collected in the Micrographic fund [per Government Code Section 27361.4 (a) (023401)] to defray the cost of converting the County Recorder's document storage system to micrographics. Funds will be paid from 023401-5265, contingent upon approval of mid-year 2015-2016 budget.

<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:  2/14/2016 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:  1/15/2015 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:  1/18/16 Date:

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date:

1/22/14

AGREEMENT BETWEEN COUNTY OF INYO
AND PFA INC
FOR THE PROVISION OF MICROFILM CONVERSION SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the microfilm conversion services of PFA Inc of Sun Valley, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Kammi Foote, whose title is: Inyo County Clerk-Recorder. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, county, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from January 1, 2016 to June 30, 2016 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor 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. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

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 7,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9, attached hereto as Attachment C, upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor 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, professional

licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.epls.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor'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, product, or manifestation of, Contractor'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, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment D and with the provisions specified in that attachment.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

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

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

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

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against any and all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees, or the failure of Contractor, or Contractor's agents, officers, or employees to comply with any of its obligations contained in this Agreement. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

15. ASSIGNMENT.

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

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

18. CONFIDENTIALITY.

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by

Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County.

19. CONFLICTS.

Contractor agrees that it 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.

20. POST AGREEMENT COVENANT.

Contractor 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, Contractor 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, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, 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.

24. 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.

25. NOTICE.

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

County of Inyo	
Clerk-Recorder	Department
PO Drawer F	Street
Independence, CA 93526	City and State

Contractor:	
PFA, Inc	Name
9980 Glenoaks Blvd, Suite F	Street
Sun Valley, CA 91352-1024	City and State

26. 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.

////

////

**AGREEMENT BETWEEN COUNTY OF INYO
AND PFA, INC
FOR THE PROVISION OF MICROFILM CONVERSION SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____
Signature

Dated: _____

Print or Type

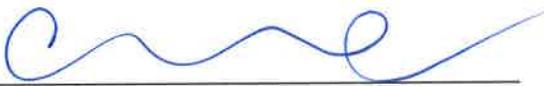
Dated: _____

APPROVED AS TO FORM AND LEGALITY:



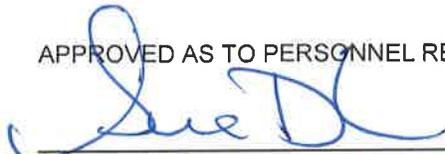
County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND PFA, INC
FOR THE PROVISION OF MICROFILM CONVERSION SERVICES**

TERM:

FROM: January 1, 2016 **TO:** June 30, 2016

SCOPE OF WORK:

- 1) Convert approximately 20,791 pages to microfilm on 16 or 35 mm microfilm as size of page dictates. The details of each specific book are attached as "Scope of Work addendum."
- 2) Microfilm must follow standard archival practices.
- 3) No volume breaks per reel.
- 4) Books to be filmed in date order, front to back.
- 5) Each filmed image must capture the entire specified page information.
- 6) Film must be of sufficient quality to produce a legible and photographically reproducibly image.
- 7) Each reel to be labeled and titles should match the format and terminology of the corresponding book; include accurate listing of years contained on each reel.
- 8) Project to be completed within a 6-month period, from the date of contract signing.
- 9) Quality assurance guarantee required. It is the Inyo County Clerk-Recorder's desire to receive all generated images in perfect or near perfect condition. All microfilmed images must be clear, clean, de-skewed, de-speckled, and cropped for optimum image quality, no dark edges, etc. If images do not meet these requirements, they will be rejected as not being complete.
- 10) If Contractor determines that a page is not readable, Contractor shall notify the County-Clerk Recorder to discuss and propose acceptable solutions to produce the highest possible quality image.
- 11) Contractor shall be responsible for all reconciliation and error correction processing to assure all records are accounted for.
- 12) Contractor shall re-process, at Contractor's expense, all images that do not meet image quality acceptance standards as specified, subject to paragraph ten (10) above, and subject to the County Clerk-Recorder's written consent.
- 13) Contractor shall provide labor, equipment and supplies required to perform the services specified in this scope of work.
- 14) All Mining Claim Location records and all images produced are the sole property of the Inyo County and cannot be reproduced or retained

Scope of Work addendum Page 1 of 2

BOOK NUMBER	PG LENGTH	PG WIDTH	DATE RANGE	NO PAGES	PINNED ?	COMMENTS	DOC
2	18"	11.5"	Dec 1948 - Apr 1950	467	yes		yes
3	14"	11"	Apr 1950 - Jun 1950	499	yes	Black document (photo negative)	yes
4	14"	11"	Jun 1950 - Sep 1950	500	yes	Black document (photo negative)	yes
5	14"	11"	Sept 1950 - Jul 1951	618	yes	Black document (photo negative)	yes
6	14"	11"	July 1951 - July 1952	620	yes	Black document (photo negative)	yes
7	14"	11"	July 1952 - June 1953	600	yes	Black document (photo negative)	yes
8	14"	11"	June 1953 - July 1953	304	yes	Black document (photo negative)	yes
9	16"	10.5"	Aug 1953 - July 1954	684	yes	Black document (photo negative)	yes
10	16"	10.5"	Aug 1954 - July 1955	664	yes	Black document (photo negative)	yes
11	16"	10.5"	July 1955 - July 1956	686	yes	Black document (photo negative)	yes
12	16"	10.5"	July 1956 - June 1957	670	yes	Black document (photo negative)	yes
13	16"	10.5"	June 1957 - June 1958	692	yes	Black document (photo negative)	yes
14	16"	10.5"	June 1958 - Apr 1959	678	yes	Black document (photo negative)	yes
15	16"	10.5"	Apr 1959 - Sept 1959	661	yes	Black document (photo negative)	yes
16	16"	10.5"	Sept 1959 - Sept 1960	704	yes	Black document (photo negative)	yes
17	16"	10.5"	Sept 1960 - Sept 1961	726	yes	Black document (photo negative)	yes
18	16"	10.5"	Sept 1961 - Sept 1962	704	yes	Black document (photo negative)	yes
19	16"	10.5"	Sept 1962 - March 1964	700	yes	Black document (photo negative)	yes

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND PFA, INC
FOR THE PROVISION OF MICROFILM CONVERSION SERVICES**

TERM:

FROM: January 1, 2016 **TO:** June 30, 2016

SCHEDULE OF FEES:

Total Cost for Microfilm Conversion Project: \$6,424.42

Task	Total Dollars
Conversion of Approximately 20,791 images as per scope of work	\$5,197.75
Travel Costs	\$0.00
Shipping/Mailing Cost	\$810.85
8.00% CA sales tax	\$415.82

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND PFA, INC.
FOR THE PROVISION OF MICROFILM CONVERSION SERVICES**

TERM:

FROM: January 1, 2016 **TO:** June 30, 2016

Form W-9

**Request for Taxpayer
Identification Number and Certification**
(Please submit W-9 form with Contract, available on-line or by County)

**Request for Taxpayer
 Identification Number and Certification**

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific instructions on page 2.

Name (as shown on your income tax return)
PFA INC

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
9980 GLENOAKS BLVD STE F

City, state, and ZIP code
SLN VALLEY CA 91352

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

OR

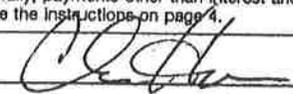
Employer identification number
95:2587603

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶  Date ▶ **11/29/11**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND PFA, INC
FOR THE PROVISION OF MICROFILM CONVERSION SERVICES**

TERM:

FROM: January 1, 2016 **TO:** June 30, 2016

SEE ATTACHED INSURANCE PROVISIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/06/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Ives Insurance Services, Inc. 2850 Womble Road Suite #103 San Diego, CA 92106 License #: 0G13604	CONTACT NAME:	Lauren Esguerra	
		PHONE (A/C No, Ext):	(619)224-5337	FAX (A/C, No):
		E-MAIL ADDRESS:	sharon@ivesins.com	
INSURED	PFA, Inc. 9980 Glenoaks Blvd Ste F Sun Valley, CA 91352	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A:	Travelers Casualty Insurance	19046
		INSURER B:	Republic Indemnity-Ironwood	24538
		INSURER C:	Travelers Casualty Insurance	19046
		INSURER D:	Capitol Specialty Ins. Co.	10328
		INSURER E:		
		INSURER F:		

COVERAGES CERTIFICATE NUMBER: 00000000-624333 REVISION NUMBER: 96

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	680-8F629549-15-42	05/06/2015	05/06/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			680-8F629549-15-42	05/06/2015	05/06/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			CUP-8F675959-15-42	05/06/2015	05/06/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y N/A	ATW 008278-00	10/27/2015	10/27/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Inland Marine			680-8F629549-15-42	05/06/2015	05/06/2016	25,000 in transit 150,000
D	Errors & Omissions			SGC03161-02	08/22/2015	08/22/2016	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is listed as additional insured. Waiver of Subrogation included.

30 day notice of cancellation.

CERTIFICATE HOLDER**CANCELLATION**

Inyo County Clerk-Recorder Office
 PO Drawer F
 Independence, CA 93526

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lauren Esguerra

(LMF)

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AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

10

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

FROM: Public Works

FOR THE BOARD MEETING OF: February 2, 2016

SUBJECT: Award of Construction Contract for the Fire Suppression Equipment Maintenance Services

DEPARTMENTAL RECOMMENDATION:

1. Award the Construction Contract for the Fire Suppression Equipment Maintenance Services to Blizzard Fire Protection at PO Box 1450 Mammoth Lakes, Ca 93546 in the amount of \$925.00 per year (plus a one-time hydro inspection due at Bishop Airport in the amount of \$760) for the time period of January 19, 2016 thru January 18, 2019. The total not-to-exceed amount for the 3 year period would be \$3535.00. The contract also has two option periods: Option One covers a period from January 19, 2019 through January 18, 2020 and Option Two covers a period from January 19, 2020 through January 18, 2021. Both options are exercised at County's discretion.
2. Authorize the Board Chairperson to sign the contract; and,
3. Authorize the Public Works Director to sign all other contract documents, including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On December 18, 2015, one (1) bid was received and opened by the Assistant Board Clerk. These bids have been reviewed by County Counsel and deemed responsive to the bid documents. A bid tabulation sheet is attached for your review.

Blizzard Fire Protection of Mammoth Lakes, CA, provided the only bid of \$925.00 per year.

Per CA Public Contract Code Section 10126(c)(1), the lowest responsive base bid amount shall be used to determine the low bidder. Therefore, the Public Works Department is recommending that the Board award the bid to Blizzard Fire Protection in a total base bid contract amount of \$925.00 per year plus the one time Hydro test at the Bishop Airport (required every 12 years) in the amount of \$760.

ALTERNATIVES:

Your Board could choose to not award the contract to Blizzard Fire Protection, and again re-bid the project. This is not recommended, as the low bid price received for the project is competitive after review by the Public Works Department.

OTHER AGENCY INVOLVEMENT:

The auditor's office to make payments to the contractor after the contract is awarded.
County counsel to review and approve the bid procedures, bid documents and contract.

FINANCING:

The project is funded by the Building and Maintenance Budget Unit 011100, Object Code 5171 Maintenance of Equipment.

APPROVALS

COUNTY COUNSEL:

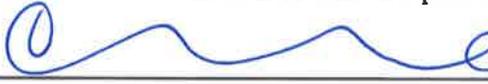
AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)



Approved: Yes Date: 1/13/16

AUDITOR/CONTROLLER

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



Approved: yes Date: 1/18/2016

PERSONNEL DIRECTOR

PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 1/22/16

AGREEMENT BETWEEN COUNTY OF INYO
AND Blizzard Fire Protection
FOR THE PROVISION OF Fire Suppression Equipment Maintenance **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Fire Suppression Equip. Maint. services of Blizzard Fire Protection of Mammoth Lakes, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Shannon Williams, whose title is: Deputy Director of Public Works. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. INTIAL TERM AND OPTIONS.

The initial term of this Agreement shall be from January 19, 2016 to January 18, 2019 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- a. From January 19, 2019 through January 18, 2020
- b. From January 19, 2020 through January 18, 2021

County shall exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions as stated in this Agreement.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor 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. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

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 \$925.00 + \$760.00 (year 1) \$925.00/yr (years 2 & 3) \$925.00 (year 4) (option 1) \$ 925.00 (year 5) (option 2) for a total of \$3,535.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor 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, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor'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, product, or manifestation of, Contractor'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, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

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

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

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

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents,

employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

15. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not

assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

18. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

19. CONFLICTS.

Contractor agrees that it 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.

20. POST AGREEMENT COVENANT.

Contractor 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, Contractor 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, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, 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.

24. 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.

25. NOTICE.

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

County of Inyo	
Public Works	Department
PO Drawer Q	Street
Independence, CA 93526	City and State

Contractor:	
Blizzard Fire Protection	Name
PO Box 1450	Street
Mammoth Lakes, CA 93546	City and State

26. 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.

///

///

AGREEMENT BETWEEN COUNTY OF INYO

AND Blizzard Fire Protection
FOR THE PROVISION OF Fire Suppression Equipment Maintenance **SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Signature

Dated: _____

Print or Type Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel



APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

**ATTACHMENT A
AGREEMENT BETWEEN COUNTY OF INYO**

AND Blizzard Fire Protection

FOR THE PROVISION OF Fire Suppression Equipment Maintenance **SERVICES**

TERM:

FROM: 01/19/2016 **TO:** 01/18/2019

SCOPE OF WORK:

Contractor shall be required to retain the correct licensure as proscribed by the California State Contractors Licensing Board for the duration of this Agreement.

Contractor shall inspect and/or test the equipment described herein in accordance with the requirements set forth by NFPA 72 as adopted by the State of California.

NUMBER OF INSPECTIONS:

Quarterly Fire Alarm System Test and Inspection at each location as noted in Attachment B consisting of (as applicable):

- Written Report of All Services Performed – A service report shall be completed for each visit detailing the purpose of the call and summarizing the work performed.
- Smoke Detector Exchange – Detectors that do not perform as required in testing, as a result of normal wear and tear, will be replaced.
- Parts Replacement – System parts and components found defective, as a result of normal wear and tear, will be replaced.
- System Software Updates – Microprocessor-based systems will have the software upgraded as required to maintain the listing requirements of the authorities having jurisdiction.
- Life Safety System Log Book – A log book shall be provided containing information and guidance on the management of the Life Safety System. All service records shall be recorded and kept, and shall serve as a reference tool for local authorities, insurance carriers, and Contractor technical personnel.
- Conformance and Insurance Requirements – System tests and record keeping meeting the requirements of the insurance industry.
- Total System test and Report – Components of the system are tested for proper operation and documented in the service reports as the testing is completed.
- Emergency 24 Hour Response – Contractor will respond to emergency requests for service within 24 hours of the request.

Annual Fire Alarm System Test and Inspection consisting of:

- Annual System Configuration Audit and Report – System configuration is verified during the course of the year and compared to the existing records. Changes are checked and the records updated and a copy provided.

- Smoke Detector Cleaning and Sensitivity Verification and Report – On a two-year cycle smoke detectors will be cleaned as required and the sensitivity will be verified. The data will be recorded and reported.
- Code Conformance – System is tested 100% annually, and documentation is done as prescribed by NFPA standards and the requirements of the local authority having jurisdiction.
- Operational Training of Building Staff – Annual Training for building staff may be scheduled.

**ATTACHMENT B
AGREEMENT BETWEEN COUNTY OF INYO**

AND Blizzard Fire Protection

FOR THE PROVISION OF Fire Suppression Equipment Maintenance **SERVICES**

TERM:

FROM: 01/19/2016 **TO:** 01/18/2019

SCHEDULE OF FEES:

SERVICE LOCATIONS AND EQUIPMENT INFORMATION

County reserves the right to add/delete to this list, as needed, during the term of this Agreement.

Site Description	Address	Type	Install Date	Upgrade Date	Bldg Sq. Ft.	Bid Price this Site
Jail Kitchen	550 S. Clay St. Independence	ANSEL hood	1992	2009	incl. below	\$275.00
Sheriff Office	550 S. Clay St. Independence	Wet	1992	N/A	36,296	N/A
Statham Hall (IMAAA Kitchen)	138 N. Jackson Lone Pine	ANSEL hood	1975	2009	6,698	\$250.00
Bishop Senior Ctr (IMAAA Kitchen)	506 Park Ave. Bishop	ANSEL hood	Mid-80s	2009	4,600	\$175.00
ESRA Terminal Restaurant	703 N. Airport Rd. Bishop	ANSEL hood	2002	N/A	4,729	\$225.00 + hydro
Progress House	536 N. Second St. Bishop	Glycol – wet	Early 80s	2014	4,100	N/A
One Stop	920 N. Main St. Bishop	Glycol – wet	Mid-80s	N/A	9,140	N/A
Juvenile Center	201 Mazourka Cyn Rd. Independence	Wet	1996	N/A	9,650	N/A
Indy Road Shop	750 S. Clay St. Independence	Dry	1997	N/A	11,389	N/A

**ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO**

AND Blizzard Fire Protection

FOR THE PROVISION OF Fire Suppression Equipment Maintenance **SERVICES**

TERM:

FROM: 01/19/2016 **TO:** 01/18/2019

SEE ATTACHED INSURANCE PROVISIONS



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
//

FROM: Public Works Department

FOR THE BOARD MEETING OF: February 9, 2016

SUBJECT: Approval of Highway Easement Deed from the United States Forest Service (USFS) for the Whitney Portal Road Federal Lands Access Project

DEPARTMENTAL RECOMMENDATIONS: Request that your Board accept and approve the Highway Easement Deed from the USFS for the project, and authorize 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 proceeds 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 USFS, which is the landowner, have requested that the county enter into an agreement for a permanent easement for the roadway. The easement will be 66 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.

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: Yes Date 1/21/16

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:

(Not to be signed until all approvals are received)



Date: 1/26/15

Chantel Brown

From: ramon.l.sanchez@dot.gov
Sent: Thursday, January 14, 2016 2:51 PM
To: Chantel Brown
Cc: Alan.Blair@dot.gov; Wendy.Longley@dot.gov
Subject: WPR Request for Legal Sufficiency Forest
Attachments: WPR HED Inyo 1-14-2016.docx; ROW_crs4018_Forest_HED_exhibit_2B-US_Sur_ft3D-000.pdf



U.S. Department
of Transportation
**Federal Highway
Administration**

Central Federal Lands Highway Division

12300 West Dakota Avenue

Suite 280

Lakewood, CO 80228-2583

Office: 720-963-3700

Fax: 720-963-3610

Alan.Blair@dot.gov

January 14, 2016

In Reply Refer To:
HFHD-16

Chantel Brown
Inyo County Public Works
Inyo County
168 N. Edwards
PO Drawer Q
Independence, CA 93526

Dear Mrs. Brown:

**Subject: California Project CA FLAP CRS 4018(1), Whitney Portal Road
Request for a Statement of Legal Sufficiency for Department of Transportation Highway Easement
Deed (HED)**

Federal Highway Administration (FHWA) would like to request that the Inyo County Attorney provide a statement verifying that the Department of Transportation HED for the subject road is legally sufficient in the State of California to transfer title to Inyo County.

FHWA is authorized to execute the transfer of rights within lands owned by the United States under 23 USC 317, and the United States Forest Service has consented to the transfer. The statement of legal sufficiency is required under 23 CFR 710.601.

Attached are the HED and accompanying exhibits for the subject road.

Thank you for your assistance in this matter. Mr. Alan Blair and Mr. Ramon Sanchez are responsible for right-of-way coordination on this project.

If you need further information or have any questions, you may contact Alan at 720-963-3700 and Ramon at 720-963-3649.

Sincerely yours,

p.p. Ramon L Sanchez

Alan D. Blair
ROW Manager

Attached:
Highway Easement Deed, Parcel Descriptions and Exhibits

Township 15 South, Range 35 East, Section 29 and Section 30

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

The easement for Whitney Portal Road is more particularly described in the attached Exhibit 2A and depicted on Exhibit 2B.

Subject to the following terms, conditions, and covenants:

1. This right-of-way easement is subject to existing rights as of the date of this grant and the Grantee shall obtain additional rights as may be necessary relating to any such outstanding valid claims.
2. The Grantee shall maintain the right of way and highway facilities to acceptable standards of repair, orderliness, neatness, sanitation and safety.
3. Consistent with highway safety standards, the Grantee shall:
 - a. Comply with all Federal, State and local laws and regulations existing, or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported or stored within the right of way. Promptly and properly clean up, mitigate, and remedy, if necessary, all spills of petroleum products, hazardous materials, or other chemical or biological products;
 - b. Grantee shall not use the right of way for disposal of toxic or hazardous material, including asphalt.
4. The Grantee does hereby covenant and agree that it shall not transfer or assign any interest granted hereby without the prior written consent of the Department, to be granted or withheld in its sole discretion.
5. The Grantee will provide an opportunity for the Forest Supervisor to review plans for any significant realignment or reconstruction of the highway within the easement.
6. The Grantee, in consideration of the grant of this easement, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns that the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 242) shall be complied with in that:
 - a. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed;

- b. The Grantee shall use said easement and right of way so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, effectuation of Title VI of the Civil Rights Act of 1964, and said regulations as may be amended.
7. The discovery of a use by the Grantee incompatible with that described in this deed may terminate the easement and vest title in the United States. Upon notification of such termination, the Grantee shall reasonably restore the land subject to the easement to the condition which existed prior to 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 vesting of title in the United States.
8. 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.

AND further subject to the following terms, conditions, and covenants attached herewith and made a part thereof as stated in Exhibit 01.

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: _____
Jeff Griffiths, 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

PARCEL 1

A 132.00 foot strip of land lying 66.00 feet on each side of the existing centerline for Whitney Portal Road, within Sections 29 and 30, Township 15 South, Range 35 East, Mt. Diablo Principal Meridian, in Inyo County, California. Said centerline being more particularly depicted on attached Exhibit 2B.

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

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 Highway.

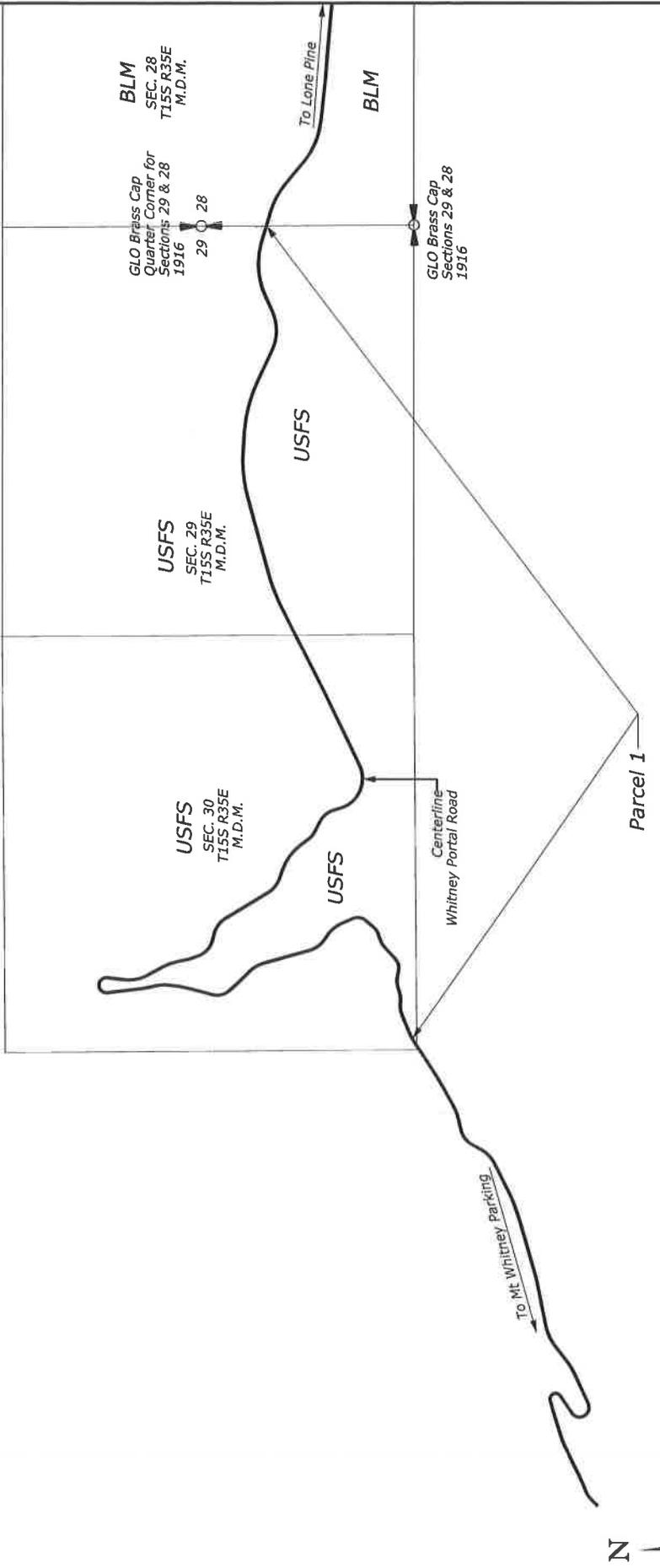
Additional width as needed to accommodate cuts and fills.

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 Highway.

The Highway traverses approximately 3.3 miles of roadway situated upon National Forest land, encompassing an area of approximately 52.8 acres, more or less, within the right-of-way corridor.

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



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

Exhibit 2B
Parcel 1
Sections 29 & 30
T15S R35E
M.D.M
 Sheet 1 of 1



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



Scale in Feet



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: Alisha McMurtrie, Treasurer-Tax Collector

FOR THE BOARD MEETING OF: February 2, 2016

SUBJECT: Annual Board approval of the Inyo County Treasury Investment Policy (Policy).

DEPARTMENTAL RECOMMENDATION: Approve the Policy (copy attached) as submitted.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: Section 53646(a)(1) of the Government Code requires your Board to annually approve any change to the Policy at a public meeting. The Policy, as written by the County Treasurer, remains in compliance with the legal parameters for the deposit and investment of public funds, as those parameters are set forth in the California Government Code.

ALTERNATIVES: Your Board may choose not to approve the Policy, or to amend the Policy as presented. In any event, the law requires your board to approve a Policy. Therefore, an action to disapprove or amend the Policy as presented must be accompanied by a substitute Policy or amended language.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>Yes</u> <u>12/30/15</u> Date <u>12/30/15</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) N/A 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.) N/A Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 01/05/2016
 Alisha McMurtrie, Treasurer-Tax Collector

COUNTY OF INYO



STATEMENT OF INVESTMENT POLICY

DRAFT January 2016

**INVESTMENT POLICY
of the
INYO COUNTY TREASURY**

(Note: All legal references to “Sections” made herein are in reference to the California Government Code or Health and Safety Code.)

Scope:

This Investment Policy (Policy) applies to all public funds held for safekeeping in the Inyo County Treasury. This Policy has been reviewed and approved by the Board of Supervisors pursuant to Government Code Section 53646. The Board of Supervisors will review and approve a new Policy, or amendments to the Policy, or affirm the current Policy, at least annually. This Policy is effective as of the date of adoption by the Board of Supervisors.

Policy Statement:

The purpose of this Policy is to establish cash management and investment guidelines for the County Treasurer, who is responsible for the stewardship of the Inyo County Pooled Investment Fund. Each transaction and the entire portfolio must comply with California Government Code Section 53601 et seq., and this Policy.

Prudent Investor Rule:

The standard of prudence to be applied by the investment office shall be the “**Prudent Investor Rule**”, which states, “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.” The **Prudent Investor Rule** shall be applied in the context of managing the investment portfolio.

Investment Objectives:

Safety, Liquidity and Rate of Return:

- Safety of Principal: The primary objective of the County Treasurer is to safeguard, preserve and protect capital/principal in the portfolio.
- Liquidity: As a second objective, investments shall be made in a manner that will provide for the daily cash flow demands of the Treasury and its participants.
- Yield: As the third objective, investments shall be made in a manner so as to attain a market rate of return throughout budgetary and economic cycles while providing

for the first two objectives, as stated above, consistent with the risk limitations, prudent investment principals and cash flow characteristics identified herein.

Legal and Regulatory Compliance:

All investing and investment decisions shall be made with full compliance with California State and Federal Laws and Regulations, and any forthcoming amendments or additions to the California State Statutes or Federal Regulations in relation to the investment and administration of local agency money on deposit in the Treasury. The Treasurer or the Board of Supervisors may provide further restrictions and guidelines for the investment of money on deposit in the Treasury through this Statement of Investment Policy.

Participants:

- **STATUTORY PARTICIPANTS:** General Participants are those government agencies within the County of Inyo for which the County Treasurer is statutorily designated as the Custodian of funds.
- **VOLUNTARY PARTICIPANTS:** Other local agencies, such as Special Districts, for which the Treasurer is not the statutory designated Custodian of Funds, may participate in the Pooled Investment Fund. Such participation is subject to the consent of the County Treasurer and must be in accordance with the California Government Code Section 53684 et seq. The agency must provide the County treasurer with a resolution adopted by the agency's governing board approving the Inyo County Pooled Investment Fund as an authorized investment and accept the Inyo County Investment Policy.
- The County Treasurer does not solicit and agency's voluntary entry to the Treasury Pool.

Delegation of Authority:

Pursuant to Section 53607, the Inyo County Board of Supervisors may delegate the authority to invest or re-invest public funds in the Inyo County Treasury to the County Treasurer for a one-year period. Thereafter, the County Treasurer shall assume full responsibility for those transactions until the delegation of authority is revoked or expires. Subject to review, the County Board of Supervisors may renew the delegation authority each year.

If the Board of Supervisors delegates the investment authority to the County Treasurer as referenced above, the County Treasurer may authorize the Assistant County Treasurer to purchase investments in the absence of the County Treasurer pursuant to the Law and to the restrictions as herein stated.

Authorized Investments:

Authorized investments shall match the general categories established by the California Government Code Sections 53601, et seq. and 53635, et seq., and shall be listed herein. Authorized investments shall also include, in accordance with California Government Code Section 16429.1, investments into the State Local Agency Investment Fund (LAIF).

- Maturity Restrictions: To provide sufficient liquidity to meet the daily expenditure requirements of not only the County, but the School Districts and other Treasury Pool Participants, the portfolio will maintain at least 40% of its total book value in securities having a maturity of one (1) year or less.
- Operating funds shall be invested so as to ensure that maturity dates will coincide with projected cash flow needs, taking into account anticipated revenues and expenditures of significant dollar size.

Prohibited Investments:

All investments not specifically listed within are hereby prohibited.

Investment Criteria:

Figure 1. (See Table of Notes for Figure 1 on following page)

	Maximum Maturity	Maximum % of Pool	Rating
U.S. Treasury and Agency Securities (§53601(b&f))	5 years	100	N/A
Bonds and Notes issued by local agencies (see section 1) (§53601(e))	5 years	100	N/A
Registered State Warrants (see section 2) (§53601(c))	5 years	5 % of agency/district deposits	N/A
Bankers' Acceptances (see section 3) (§53601(g))	180 days	40	N/A
Commercial Paper (see section 4) (§53601(h) and §53635(a))	270 days	15	A-1/P-1
Negotiable Certificates of Deposit (§53601(i))	5 years	30	N/A
Repurchase Agreements (see section 5) (§53601(j))	1 year	25	N/A
Reverse Repurchase Agreements (see section 5) (§53601(j))	92 days	25	N/A
Medium-Term Corporate Notes (§53601(k))	5 years	30	A
Mutual Funds & Money Market Mutual Funds (§53601(l)) & (6509.7 & 53601(p))	N/A	20	AAA
Local Agency Investment Fund (LAIF) (§16429.1)	N/A	As limited by LAIF (\$50MM per Agency	N/A

(Figure 1 footnotes)

Section	Information
1	The County Treasury may purchase the bonds, notes, warrants or other evidences of indebtedness of any local agency formed within the County of Inyo. Such investments may not exceed five (5) years. No more than 10% of the assets may be invested.
2	Registered Warrants are restricted only to cash substitutes issued by the State during periods of declared fiscal emergency.
3	No more than 30 percent of the agency's surplus funds may be invested in the Bankers' Acceptances of any one commercial bank pursuant to this section.
4	All commercial paper issuers must maintain an "A-1" rating by Standard & Poor's Corporation or a "P-1" rating by Moody's Investor Service. No more than 15% of the agency's funds may be invested in commercial paper with no more than 10% of the assets be invested in any one issuer's commercial paper.
5	Reverse Repurchase Agreements may be utilized pursuant to the provisions of Section 53601(j) only for the purposes of supplementing the yield on previously purchased securities or to provide funds for the immediate payment of local agency obligations. The maximum maturity of repurchase agreements shall be one year. The maximum maturity of a reverse repurchase agreement shall be 92 days.

Criteria for the Selection of Broker/Dealers and Financial Institutions:

The County Treasurer shall select only primary government securities dealers that report daily to the New York Federal Reserve Bank, unless a comprehensive credit and capitalization analysis reveals that other firms are adequately financed to conduct public business. All broker/dealers and financial institutions must have a strong industry reputation and open lines of credit with other dealers. Further, these firms must have an investment grade rating from at least one of the national rating services, if applicable.

Any broker, brokerage, dealer or securities firm shall be prohibited from conducting business with the County Treasurer if the individual or firm has, within any consecutive 48-month period following January 1, 1996, made a political contribution exceeding the limitation contained in Rule G-37 of the Municipal Securities Rulemaking Board, to the Inyo County Treasurer, any member of the Inyo County Board of supervisors, or any candidate for these offices.

Each broker/dealer or financial institution will be sent a copy of this Policy and a list of those persons authorized to execute investment transactions.

Each broker/dealer and financial institution authorized to conduct business with Inyo County shall, at least annually, supply the County Treasurer with financial statements.

Criteria for the Management of Extraordinary Withdrawals:

Extraordinary Withdrawals are those withdrawals from the County Treasury that:

- Are not predictable by the County Treasurer from an analysis of historic and current Treasury cash flow records, and
- As a result of the dollar amount of such withdrawals, have a significant impact on the ability of the County Treasurer to satisfy the cash flow requirements of the Participants in the County Treasury Pool.

Such Extraordinary Withdrawals from the County Treasury can create liquidity problems and negatively impact the earnings of the remaining County Treasury Pool Participants in the event that the County Treasurer is forced to liquidate securities prior to their scheduled maturity dates in order to cover such withdrawals. A Pool Participant, who wishes to withdraw from the pool or make an Extraordinary Withdrawal, will be encouraged to work with the County Treasurer to arrange a withdrawal schedule that would prevent losses to the withdrawing agency or the remaining Pool Participants.

Pursuant to Government Code Section 27133(h), upon receipt of any request to withdraw funds from the County Treasury, the County Treasurer shall assess the effect of the proposed withdrawal on the stability and predictability of all the investments of the County Treasury. The County Treasurer will approve a withdrawal only if he/she determines that said withdrawal would not adversely affect the interests of the other participants in the County Treasury Pool. If the County Treasurer determines that an Extraordinary Withdrawal will cause the County Treasury Pool to realize a loss, the County Treasurer in his/her discretion may disapprove the withdrawal, or delay the withdrawal, or approve the withdrawal on the condition that any such loss be borne by the agency requesting the withdrawal, and on any other condition necessary to prevent an adverse effect on the interests of the other Pool Participants. The County Treasurer reserves the right to choose

which securities to liquidate to provide for the Extraordinary Withdrawal and could choose to sell the securities that have the lowest earnings.

Safekeeping:

Pursuant to Section 53608 the Inyo County Board of Supervisors has, by its Resolution No. 95-97 dated September 26, 1995, delegated to the County Treasurer the authority to enter into safekeeping agreements with specified institutions. Investment securities purchased by the County Treasury shall be held in customer-segregated safekeeping accounts that qualify as "Category 1 Custody" as defined by the Governmental Accounting Standards Board. Each institution where securities are held shall be required to provide a monthly safekeeping statement to the County Treasurer.

Apportionment of Interest, Costs and the Calculation of the Treasurer's Administrative Fee:

The relationship of a participant's daily fund balance to the total average daily balance of the entire Treasury Pool determines the percentage of interest paid to the Participant from a single apportionment. The proportionate amount of the Treasurer's Administrative Fee paid by any Participant in any quarter may be calculated in the same manner.

The County Treasurer's Administrative Fee, as authorized by Section 27013 and as calculated by the County Treasurer, shall not exceed the actual administrative costs incurred by the County for the operation of the County Treasury. In addition, pursuant to Section 27135, the cost of the County Treasury Oversight Committee's annual compliance audit shall be deemed as an administrative cost pursuant to Section 27013.

The Treasurer's Administrative Fee shall be imposed quarterly and deducted from interest earnings prior to the apportionment of those earnings to the participants in the County Treasury Pool.

Audit, Supervision, Approval and Monitoring of the Investment Policy and Portfolio, including Reporting Requirements:

- Pursuant to Section 25250, the County Board of Supervisors (Board) shall, at least biennially, cause to be audited in accordance with generally accepted auditing standards, the financial accounts and records of all officers, including the County Treasurer, having responsibility for the care, management, collections or disbursement of public funds.
- Pursuant to Section 25303, the Board will supervise the official conduct of the Inyo County Treasurer.
- Pursuant to Section 26920 et seq., the County auditor shall, at least once a quarter, perform a review of the Treasurer's statement of assets.

- Pursuant to Section 27100, the books, accounts and vouchers of the County Treasury are at all times subject to the inspection and examination by the Board and the County Grand Jury, or by any officers or agents designated by the Board or Grand Jury to make the inspection or examination. The County Treasurer shall permit the examination of the books and assets of the County Treasury.
- The County Treasurer shall annually render to the Board at a public meeting the Treasury Investment Policy for the Board's review and approval. Any changes to the Policy shall also be reviewed and approved by the Board at a public meeting. In addition, the Treasurer shall annually provide copies of the Policy to the County Treasury Oversight Committee and the California Debt and Investment Advisory Committee (CDIAC).
- The County Treasurer shall render a quarterly report to the Board, County Auditor-Controller and Treasury Oversight Committee. In addition, copies of the report for the second and fourth quarters shall be forwarded to the California Debt and Investment Advisory Committee (CDIAC). The report shall reflect, pursuant to the Law, the detailed status of investments held by the County Treasury including the following information: (Refer to Section 53646)
 - The type of investment, name of the issuer, date of maturity, par and dollar amount invested on all securities, investments and monies held.
 - A description of the funds, investments or programs that are under management of contracted parties, including lending programs.
 - The market values of all funds, investments or programs under the management of contracted parties, and the source valuation for any security within the treasury.
 - A description of the compliance or the manner in which the portfolio is not in compliance with the County Treasury Investment Policy.
- A statement of the County Treasury's ability to meet the projected liquidity requirements of participants in the treasury pool for the next six (6) months, or an explanation as to why sufficient money may not be available.

Upon request, the County Treasurer shall deliver to the County Auditor-Controller a detailed record of investment activity for the current or preceding fiscal year.

The County Treasurer shall routinely monitor the investment portfolio in relationship to limitations and restrictions imposed by the California statutes and as herein stated, and will adjust the portfolio accordingly.

Internal Controls:

The County Treasurer shall establish a system of written internal controls, which shall be reviewed annually by all authorized persons. The internal controls shall be designed to prevent, or at least minimize, the loss of public funds due to fraud, error, misrepresentation, unanticipated market changes or imprudent actions. Where possible, investments shall be placed, confirmed, held, accounted for and audited by different persons.

Prohibitions on the Acceptance of Gifts and Honoraria:

The County Treasurer, Assistant County Treasurer and the members of the Treasury Oversight Committee shall comply with the provisions of the Political Reform Act (Section 87200 et seq.) as those rules may be amended from time to time by the Fair Political Practices Commission.

The provisions of the Political Reform Act shall also govern the conduct of the above referenced individuals, particularly with regard to restriction placed on the acceptance by members of honoraria, gifts and gratuities from financial and security advisors, brokers, dealers, bankers or other persons with whom the County Treasury conducts business.

Provisions for the Separate Investment Management of the General Obligation Bond Proceeds of Local Governmental Agencies that are Treasury Pool Participants:

This section sets forth an alternative investment procedure for the separate investment management of certain general obligation bond proceeds belonging to local governmental agencies that are participants in the Treasury Pool. The goal of this procedure is to maximize interest earnings on general obligation bond proceeds that are not immediately required by the issuing agency, thereby reducing the agency's bond interest costs.

Prior to the separate investment of general obligation bond proceeds as outlined below, the governing board of the local agency that issued the bonds shall adopt a resolution authorizing the County Treasurer to make such investments on behalf of the agency. The agency whose bond proceeds will be invested as herein stated will have the option to restrict the type of such investment instruments purchased by the County Treasurer, provided such restrictions fall within the parameters of this Investment Policy, and are reflected in the agency's authorizing resolution.

General obligation bond proceeds of \$100,000.00 or more belonging to a local governmental agency that is a Treasury Pool Participant and that are not immediately required by the agency, may, at the sole discretion of the County Treasurer, be separately invested for the financial benefit of said agency. The bond proceeds shall at all times remain in, and be considered part

of, the County Treasury. The bond proceeds that have been separately invested may not be withdrawn from the Treasury. Once authorized by a resolution of the agency issuing the bonds as stated above, the County Treasurer may use the bond proceeds to purchase specific investments that will thereafter be considered investments of said agency.

The agency that issued the bonds will deliver to the County Treasurer its most current schedule of calendar dates on which the agency anticipates withdrawing the bond proceeds from the Treasury. The Treasurer will utilize the agency's most current withdrawal schedule to provide the necessary liquidity, while at the same time endeavoring to maximize interest earnings on the said proceeds. In the event the agency requires its bond proceeds prior to the maturity dates of the separate investments, and has no other source of funds to pay the financial obligation that should have been paid from those bond proceeds, the County Treasurer may purchase one or more of the agency's separate bond investments for the Treasury investment portfolio that is shared by the other Pool Participants with assets of the Treasury, thereby making the necessary amount of the agency's bond proceeds available to the agency for withdrawal, provided, however, that no purchase may be made by the Treasurer of the separate bond investments of the agency if that purchase will result in a financial loss the County Treasury or otherwise injure the Treasury Pool Participants.

For accounting purposes, such separate investments shall be segregated from those investments of the Treasury Pool that are owned proportionately by all Treasury Pool Participants. The interest earned on the investments purchased with the agency's bond proceeds will be deposited, net of any Treasurer's Administrative Fees, in the issuing agency's bond proceeds fund within the Treasury, and will not be distributed to any other Pool Participant or Treasury fund. Said bond proceeds, when separately invested as herein stated, will not earn any interest on those Treasury investments that are owned proportionately by the Treasury Pool Participants and not separately invested.

Disclosure of Significant Activity:

The Treasurer's office will inform the Office of the County Administrator by means of a written memorandum or email, prior to the close of business on the next business day, whenever the daily activity of the County Treasury includes one or more of the following transactions in an aggregate amount of \$5,000,000.00 or more:

- Sale of a security prior to the stated maturity or call date of said security.
- Withdrawal or transfer of cash assets from a depository, including but not limited to a bank, investment pool or money market fund.
- Payment of an Extraordinary Withdrawal, as such Withdrawal is herein defined.

Duties of the Treasury Oversight Committee:

The Treasury Oversight Committee (TOC) is required to annually review and monitor the Investment Policy prepared by the County Treasurer, pursuant to Government Code Section 27133, and cause an annual compliance audit, pursuant to Government Code Section 27134.

Established here as policy, the TOC will review and accept the Statement of Investment Policy prepared by the Treasurer in December of each year. Any revisions to the Statement of Investment Policy will also be reviewed and accepted by the TOC prior to submitting any such revisions to the Board of Supervisors to review and approve.

The Treasurer shall annually submit the Statement of Investment Policy to be reviewed and approved at a public meeting as required by Government Code Section 53646. This Section also requires that any change in the Policy be reviewed and approved by the Board of Supervisors at a public meeting.

Annual Compliance Audit:

After the end of each fiscal year, the TOC shall cause to happen, an annual audit to determine compliance with the Statement of Investment Policy. Additionally, the audit may address questions of portfolio structure and risk. The audit findings will be an agenda item at the annual TOC meeting. The cost of the audit will be charged against the Treasurer's budget and will be included in the investment expenses as part of the Treasurer's Administrative Fee.

GLOSSARY OF TERMS

ACCRUED INTEREST

Interest that has accumulated but has not yet been paid from the most recent interest payment date or issue date to a certain date.

BANKERS' ACCEPTANCE

A time bill of exchange drawn on and accepted by a commercial bank to finance the exchange of goods. When a bank "accepts" such a bill, the time draft becomes, in effect, a predated, certified check payable to the bearer at some future specified date. Little risk is involved for the investor because the commercial bank assumes primary liability once the draft is accepted.

BASIS POINT

One basis point is equal to 1/100 of one percent. For example, if interest rates increase from 4.25% to 4.50%, the difference is referred to as a 25-basis-point increase.

BOOK VALUE

The value of a security as carried in the records of an investor. May differ from current market value of the security.

BROKER/DEALER

Any person engaged in the business of effecting transactions in securities in this state for the account of others or for his/her own account. Broker/dealer also includes a person engaged in the regular business of issuing or guaranteeing options with regard to securities not of his/her own issue.

COMMERCIAL PAPER

Short-term, unsecured promissory note issued in either registered or bearer form and usually backed by a line of credit with a bank. Maturities do not exceed 270 days and generally average 30-45 days.

COUPON RATE

The annual rate of interest payable on a security expressed as a percentage of the principal amount.

CREDIT RISK

The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

CURRENT YIELD

The annual income from an investment divided by the current market yield. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

CUSIP NUMBERS

CUSIP is an acronym for Committee on Uniform Security Identification Procedures. CUSIP numbers are identification numbers assigned to each maturity of a security issue and usually printed on the face of each individual security in the issue. The CUSIP numbers are intended to facilitate identification and clearance of securities.

DISCOUNT

The amount by which the par value of a security exceeds the price paid for a security.

EARNINGS APPORTIONMENT

The quarterly interest distribution to the Pool Participants where the actual investment costs incurred by the Treasurer are deducted from the interest earnings of the Pool.

FAIR VALUE

The amount at which an investment could be exchanged in a current transaction between willing parties, other than a forced or liquidation sale.

FLOATING RATE NOTE

A debt security whose interest rate is reset periodically (monthly, quarterly, annually) and is based on a market index (e.g. Treasury bills, LIBOR etc.).

INTEREST

The amount earned while owning a debt security, generally calculated as a percentage of the principal amount.

LOCAL AGENCY INVESTMENT FUND (LAIF)

The State of California investment pool in which money of local agencies is pooled as a method for managing and investing local funds.

MARKET VALUE

The price at which a security is trading and could presumably be purchased or sold.

MATURITY

The date upon which the principal of a security becomes due and payable to the holder.

MONEY MARKET MUTUAL FUND

A mutual fund with investments directed in short-term money market instruments only, which can be withdrawn daily without penalty.

PAR

The stated maturity value, or face value, of a security.

PAR VALUE

The stated or face value of a security expressed as a specific dollar amount.

PREMIUM

The amount by which the price paid for a security exceeds the security's par value.

REPURCHASE AGREEMENT OR RP OR REPO

An agreement consisting of two simultaneous transactions whereby the investor purchases securities from a bank or dealer and the bank or dealer agrees to repurchase the securities at the same price on a certain future date. The interest rate on a RP is that which the dealer pays the investor for the use of his/her funds. Reverse repurchase agreements are the mirror image of the RPs when the bank or dealer purchases securities from the investor under an agreement to sell them back to the investor.

REGISTERED WARRANTS

A registered warrant is a "promise to pay," with interest, that is issued by the State when there is not enough cash to meet all of the State's payment obligations.

SETTLEMENT DATE

The date on which the purchase or sale of securities is executed. For example, in a purchase transaction, the day the securities are physically delivered or wired to the buyer in exchange for cash is the settlement date.

TRADE DATE

The date and time corresponding to an investor's commitment to buy or sell a security.

WEIGHTED AVERAGE MATURITY

The remaining average maturity of all securities held in a portfolio.

Disaster/Business Continuity Plan Banking and Investment Functions

Scope:

The Inyo County Treasurer's banking and investment functions are mission critical and as such, the office must have a Disaster/Business Continuity Plan in place. In the event we are unable to operate from our office, the plan shall be activated. Periodically, the plan shall be tested.

Continuity Procedure:

In the event that we are unable to conduct normal business operations, the authorized persons shall interact with one another by home phone, email or cell to decide on the alternate location. If unable to contact one another, the authorized persons shall, through the County's office of emergency services establish contact with one another.

Functions and Tasks to be Performed:

Recognizing that we may be operating in less than optimal conditions, the primary functions are to protect and continue to account for all funds on deposit with the County Treasurer. While normal processes may be modified, the Investment Policy shall be strictly followed.

Tasks to be performed include:

- Daily cash position workup.
- Investment of maturing securities and any daily deposits.
- Daily cash and bank reconciliation.
- For deposits, the Treasurer's office will notify county departments, special districts and schools of any change to their deposit location. Deposits to any account other than those established by the County Treasurer is strictly prohibited.
- Disbursement activity will be coordinated with the County Auditor-Controller.

Equipment and Emergency Packets:

The Treasurer shall have access to one of the emergency laptop kits provided by Information Services in the event of an emergency.

The following items for the emergency packets for the Treasurer and/or his or her designee are:

- Copy of the Investment Policy, which includes the Disaster/Continuity Plan
- Emergency Check Stock
- Updated report of investments
- Sign on instructions to access all online bank accounts and securities safekeeping accounts

- Listing of all home phone, home addresses, cell phone, email addresses of the authorized persons and treasury staff. Listings shall also include the County Administrator, County Auditor-Controller and the Office of Emergency Services.
- Banks, Authorized Broker/Dealers, names and contact information.
- Copies of all district, county and school bank signature cards.
- Contact list for all agencies whose funds are on deposit with the treasury.

Offsite Locations:

Failing the ability to operate from our office, our operations will move in this order of priority:

- Location determined by the Office of Emergency Services or County Administrator
- Treasurer's home



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

13

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

FROM: Alisha McMurtrie, Treasurer-Tax Collector

FOR THE BOARD MEETING OF: February 2, 2016

SUBJECT: Annual delegation of investment authority to the Inyo County Treasurer.

DEPARTMENTAL RECOMMENDATION: Delegate investment authority to the Inyo County Treasurer by adoption of the attached resolution.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: Section 53607 of the Government Code authorizes your Board to annually delegate its authority to invest or reinvest money in the county treasury, or to sell or exchange securities so purchased, to the County Treasurer, who shall thereafter assume full responsibility for those transactions until the delegation of said authority is revoked or expires. Since 1955, California County Boards of Supervisors, including the Inyo County Board, have exercised this authority. This action, as it relates to public funds on deposit in the county treasury, transfers fiduciary responsibility from your Board members to the County Treasurer, and, provides for the efficient day-to-day operation of the county treasury.

ALTERNATIVES: Your Board may opt not to delegate its investment authority to the County Treasurer. In such a case, the Boards individual members would assume the fiduciary responsibility for providing the day-to-day safety, liquidity and yield on the public funds on deposit in the county treasury.

OTHER AGENCY INVOLVEMENT: N/A

APPROVALS	
COUNTY COUNSEL:	<p>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></p> <p align="right">Approved: <u>Yes</u> Date <u>12/30/15</u></p>
AUDITOR/CONTROLLER:	<p>ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i></p> <p align="center">N/A</p> <p align="right">Approved: _____ Date _____</p>
PERSONNEL DIRECTOR:	<p>PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i></p> <p align="center">N/A</p> <p align="right">Approved: _____ Date _____</p>

DEPARTMENT HEAD SIGNATURE:  Date: 01-05-2016
Alisha McMurtrie, Treasurer-Tax Collector

RESOLUTION No. 2016 _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO DELEGATING TO THE INYO COUNTY TREASURER ITS INVESTMENT AUTHORITY PURSUANT TO SECTION 53607 OF THE GOVERNMENT CODE

WHEREAS, this Board has previously exercised its prerogative under Section 53607 of the Government Code and delegated to the Inyo County Treasurer its authority to make investments of certain monies in the Inyo County Treasury; and

WHEREAS, Government Code Section 53607 requires that the delegation to the County Treasurer of this Board's investment authority be made annually; and

WHEREAS, this Board finds that the Inyo County Treasurer has lawfully, prudently, and wisely invested monies of the County and that it is in the public interest that the Treasurer continue to exercise this Board's investment authority; and

WHEREAS, this Board desires to renew the delegation of its investment authority to the Inyo County Treasurer pursuant to Government Code Section 53607;

NOW, THEREFORE, BE IT RESOLVED that pursuant to Government Code Section 53607 the Inyo County Board of Supervisors hereby renews the delegation of its authority to invest monies on deposit in the Inyo County Treasury to the Inyo County Treasurer provided that all such investments are made in accordance with the provisions of Article 1 of Chapter 4 of Part 1 of Division 2 of Title 5 (commencing with Section 53600) of the Government Code and the Investment Policy of the Inyo County Treasury.

BE IT FURTHER RESOLVED that this Board reserves the right, at any time, to exercise its authority to revoke or restrict the investment authority and responsibility of the Inyo County Treasurer as delegated herein.

PASSED AND ADOPTED this 12th day of January 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairman

Inyo County Board of Supervisors

ATTEST: Kevin Carunchio, Clerk of the Board

BY _____
Patricia Gunsolley, Assistant



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 14
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Nathan Reade, Agricultural Commissioner/Director of Weights and Measures

FOR THE BOARD MEETING OF: February 2, 2016

SUBJECT: Request the Board approve the hiring of three seasonal Field Assistants for the Owens Valley Mosquito Abatement Program.

DEPARTMENTAL RECOMMENDATION:

Request the Board find consistent with the adopted authorized position review policy;

- (1) the availability of funding for the requested positions, as certified by and concurred with the County Administrator and Auditor-Controller,
- (2) where due to the seasonal nature of the position it is unlikely that the position could be filled by internal candidates meeting the qualifications for the position, an open recruitment is appropriate to ensure qualified applicants apply, and,
- (3) approve the hiring of three seasonal Field Assistants I 050PT (\$14.75-\$17.91 per hour), beginning on April 1st and working through October 1,
- (4) contingent upon adoption of future fiscal year budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Owens Valley Mosquito Abatement Program (OVMAP) division of the Agricultural Commissioner's Office will need to hire an additional seasonal employee due to the upcoming mosquito abatement season.

ALTERNATIVES:

Your Board could not approve the personnel action outlined in the Departmental Recommendation; this is not advised, possibly limiting the scope of mosquito abatement treatment, allowing pest infestations to grow out of control, putting public health and comfort at risk.

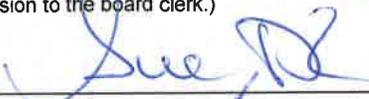
OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

There will be no fiscal impact to the Inyo County General fund since the OVMAP is a non-general fund program. There are sufficient funds in the Budget unit 154101 to cover this expense.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>ys</u> Date <u>1/20/16</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>1/20/16</u>

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



Date: 1-22-16



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

15

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

FROM: Nathan Reade, Agricultural Commissioner/Director of Weights and Measures

FOR THE BOARD MEETING OF: February 2, 2016

SUBJECT: Personnel Recruitment – Supervising Agricultural Inspector Biologist

DEPARTMENTAL RECOMMENDATION:

Request Board find that consistent with the adopted Authorized Position Review Policy: A) The availability of funding for the requested positions come from the General Fund, concurred with by the Agricultural Commissioner and Auditor Controller; and B) Where due to the type of the position it is unlikely that the position could be filled by internal candidates meeting the qualifications for the position, an open recruitment is appropriate to ensure qualified applicants apply, and C) Approve the hiring of one Supervising Agricultural Inspector Biologist, Range 78 (\$5,097-\$6,195).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Agricultural Commissioner's Office has an empty Supervising Agricultural Inspector Biologist position due to a resignation. This position is critical to the operations of the Agricultural Commissioner's Office, especially with regard to pesticide use enforcement throughout Inyo and Mono Counties. This position was funded in the board approved FY 15/16 budget.

ALTERNATIVES:

Not authorize the hiring of a Supervising Agricultural Inspector Biologist, but this is not advised as maintaining an employee in this position is critical to meeting our local obligations to the California Department of Pesticide Regulation and the California Department of Food and Agriculture.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This position will be funded by the 023300 Agricultural budget unit.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 16
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

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

FOR THE BOARD MEETING OF: February 2, 2016

SUBJECT: Restoration of full-time Office Clerk position in the Clerk-Recorder & Elections department

DEPARTMENTAL RECOMMENDATION:

- 1) Request the Board A) Change the authorized strength by adding one full-time Office Clerk II at a salary range 50 (\$2,749-\$3,343) and, upon filling the position, deleting one B-Par Office Clerk II at a salary range of 50PT(\$14.75 - \$17.91 per hour) and B) Find consistent with the adopted Authorized Review Policy: a) the availability of funding for the requested position would need to be appropriated through a General Fund Budget Amendment during the Mid-Year Budget Review process; b) where internal candidates meet the qualifications for the position of Office Clerk, the vacancy could be filled through an internal recruitment, however, an open recruitment is more appropriate since this is a full-time, fully benefitted entry-level position; and c) approve the hiring of one Office Clerk II at a salary range of 50 (\$2,749-\$3,343).

CAO RECOMMENDATION:

County Code Section 2.08.040(E) sets forth a policy whereby no new positions are to be created or filled in any fiscal year after adoption of the County Budget, unless made necessary by unforeseen or unanticipated emergencies and recommended by the County Administrator.

Unlike most other occasions when the County Administrator has concurred in requests to modify a department's authorized staffing outside the adoption of the County Budget to realize budget savings, this request, if granted, will add another \$5,114 in General Fund expense this fiscal year (April through June), and \$34,099 a year thereafter based on current personnel cost calculations. Nevertheless, your Board could support the request out of an abundance of caution to ensure adequate permanent staffing for the upcoming elections, noting the department's budget includes \$3,200 in funding for temporary staffing resources during the election.

However, in considering the request, it should be recalled that in 2014, the department recommended that its one (1) full-time Office Technician position be deleted through the Voluntary Separation Incentive Program. In doing so, the department requested that the position be replaced by a shared Office Technician position, or a part-time (B-Par) position. The department's recommendation is attached.

The Clerk-Recorder's incumbent Office Technician chose to take advantage of the Voluntary Separation Incentive Program and the position was eliminated in the Fiscal Year 2014-2015 County Budget for a savings of \$27,408. That, and subsequent budgets have been balanced, in part, by the \$475,000 in annual savings achieved through the Voluntary Separation Incentive Program, including those assumptions for leaving positions vacant or modified as put forward by the departments. The Clerk-Recorder's willingness to recommend and participate in this effort to reduce County General Fund costs is noteworthy and appreciated.

Furthermore, as requested by department at the time, the full-time position was replaced with a shared Office Technician position. However, during the preparation of the Fiscal Year 2015-2016 budget, the Clerk-Recorder raised concerns about the workability of the shared Office Technician arrangement and, even though it eroded salary savings achieved through the previous year's Voluntary Separation Incentive program, the CAO Recommended Budget proposed reinstating a full-time Office Technician for the department, and downgrading the shared position to an Office Clerk II, and switching it from a shared position to a B-Par Office Clerk (up to 29.99 hours per week). This cost an additional \$12,322 from the previous year's staffing costs and, working with the department, \$6,108 of this cost difference was to be funded from the Recorders Micrographic System budget, a Non-General Fund budget, as represented in the Board-Approved Fiscal Year 2015-2016 Budget. Adding \$6,108 for personnel costs to the Recorder's Micrographics Systems budget was deemed sustainable by the department, and to be used to fund the increased costs associated with reinstating a full time (instead of shared) Office Technician position and funding the B-Par Office Clerk II up to 29.99 hours a week instead of 20-hours a week.

SUMMARY DISCUSSION:

From 1998 until December 2014, the Clerk-Recorder-Elections department had three full-time staff members managed by an elected department head. Prior to 1998, the County Clerk also oversaw the management of the Court Clerks; consequently the authorized strength was significantly higher.

Acknowledging the fiscal realities that have been facing Inyo County and in recognition of budget redesign efforts, the County Administrative office identified a potential savings to Inyo County by sharing a position between the Clerk-Recorder-Elections' and Assessor's offices in anticipation of an Office Technician III retiring from the Assessor's department in January, and an Office Technician II participating in the Voluntary Separation Incentive Program in December 2014 from the Clerk-Recorder-Elections department.

Although the Clerk-Recorder-Elections office was optimistic that a shared position would increase operational efficiencies without negatively impacting the department, the shared position turned out to be impractical and unsustainable. The shared position was eliminated through the budget process in 2015 and was replaced with a B-Par Office Clerk.

The Clerk-Recorder-Elections office has consistently been operating with reduced staff since December 2014. During this time period there have not been any major statewide elections. Even without the burden of a statewide election, the Clerk-Recorder and the Assistant Clerk-Recorder have regularly worked over forty hours a week to keep up with the demands of daily operations. While this may be sustainable in a non-election year, it puts the Clerk-Recorder-Elections office at risk of being unable to meet the demands of conducting a statewide election.

In the 2014/2015 Fiscal year, the Clerk-Recorder-Elections office took in over \$270,000 in revenue as fees for service rendered, of which over \$140,000 went into the General Fund and the remainder was distributed into fifteen special funds managed by the Clerk-Recorder-Elections departments. In 2015, the office:

Recorded	Issued	Filed
4376 Land Records	725 Birth copies	636 conflict of interest forms
207 Births	119 Death copies	166 Fictitious business forms
179 Deaths	275 Marriage copies	45 CEQA documents
115 Marriages	117 Marriage licenses	23NotaryOaths

In addition the Clerk-Recorder-Elections department staff performed 48 Civil Marriage Ceremonies, checked 1,623 petition signatures, administered candidate filings for 18 Community Services & Fire District Boards and held one Special Measure election for the Southern Inyo Fire Protection District.

Employees in the Clerk-Recorder-Elections office must be proficient in five unique software systems, must be able to perform confidential tasks such as issuing a confidential marriage license, filing Loyalty Oaths and updating drivers licenses and social security numbers in the Voter Registration database. Employees in this office also handle over \$270,000 dollars on a fiscal year basis. Due to the specialized nature of the work, it takes a minimum of 1-2 years to train an employee to be adept in all three disciplines.

Contributing to the difficulty of constantly training new employees, the Clerk-Recorder-Elections office must remain open and staffed for the public, even during employee meetings and training, because pursuant to Government Code §27361.4 (b), the Inyo County Board of Supervisors has passed a resolution allowing the Clerk-Recorder-Elections office to collect an additional fee of one dollar (\$1) for filing every instrument, paper, or notice for record provided the county recorder's office is open for business every business day, during posted hours, except for legal holidays.

After the presidential election in 2000, the way in which counties conduct elections has come under increased complexity and scrutiny. The Registrar of Voters is responsible to make sure that all of the ever-changing election laws are strictly followed. An error by the elections department could result in a candidate being disqualified from running for office, a disenfranchised voter or a contest being left off a ballot completely. These errors cannot be remedied except through legal action.

The County Recorder is obligated to record legal documents that are used to determine the ownership of property. If an unlawful, improperly completed or fraudulent document is recorded it could result in clouded title and/or litigation.

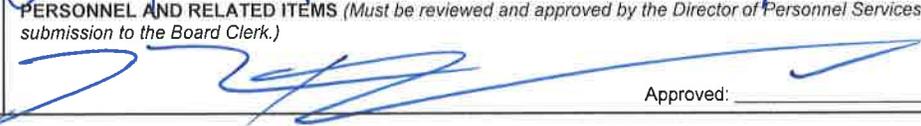
With the specialized skill-set required to fulfill the duties of an Office Clerk in the Clerk-Recorder-Elections department coupled with the corresponding low paying salary of a B-Par Office Clerk, it has been difficult to recruit employees to fill this position that are willing to remain long-term. Leaving this department chronically understaffed will result in reduced services and significant exposure to liability. For these reasons, it is essential that the Clerk-Recorder-Elections' office be able to recruit, hire and maintain skilled staff long-term and I believe that this can only be accomplished by the restoration of full historic staffing levels of three full-time employees managed by an elected department head.

ALTERNATIVES:

- 1) Consider supporting a reduction in services to the public such as no longer offering Civil Ceremonies, no longer providing document retrieval and/or searching, reducing the number of hours that the office is open, or reducing discretionary services such as the CEQA e-distribution list and online posting of CEQA document filings.
- 2) Consider shifting duties from the County Clerk to the Board Clerk, as allowable by law, such as the filing of 700 Forms of all non-elected filers, Loyalty Oaths of all county employees and CEQA documents as is routinely done in many other counties in California.
- 3) Consider increasing fees for services in the Clerk-Recorder-Elections department to offset the cost to restore full staffing.
- 4) Consider consolidating the office of Registrar of Voters with another department within in Inyo County.

FINANCING:

This change in authorized staff is not budgeted and there is not sufficient savings to cover the request. If the request is approved, a reduction in contingences or a reduction to another general fund budget will be required to maintain a balance budget.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>yes</u> Date: <u>1/25/16</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: <u>01-25-2016</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 1-25-16

Separation Incentive Survey

Department: Clerk/Recorder

Division: Recorder

Classification	If part of Separation Incentive Program, position could be:						
Identify specific classifications in your department you recommend be considered for separation incentive. Eg. Office Tech I or Office Tech II etc.	Eliminated	Left Vacant (identify months)	Filed Internally (With appointee's position being eliminated, identify position)	Downgraded (identify new position)	Filed but shared with another Department (identify department/ position)	Other	Comments
Recording Tech II					Auditor I Recorntech II		

Department Head Signature: 



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
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FROM: Public Works

FOR THE BOARD MEETING OF: February 2, 2016

SUBJECT: Approval of a Contract with Disability Access Consulting (DAC) in an amount not to exceed \$36,900 for professional services to create an updated Transition Plan.

DEPARTMENTAL RECOMMENDATION:

Approve the agreement between the County of Inyo and Disability Access Consultants for access consulting services to complete an Americans with Disabilities Act Transition Plan Update in an amount not to exceed \$36,900 for the period of February 02, 2016 to June 30, 2016.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Americans with Disabilities Act (ADA) originally passed on July 26, 1990 as Public Law 101- 336 (42 U.S.C. Sec. 12101 *et seq.*), became effective on January 26, 1992. The Act comprises five titles prohibiting discrimination against disabled persons within the United States. Title II of the ADA covers state and local governments and requires that services, programs and activities offered are available to qualified individuals with disabilities.

Under this Act the County is required to have a Self-Evaluation and Transition Plan. Risk Management completed the Self Evaluation of Policies and Practices portion of the project earlier this year. Due to funding constraints the update of the County's Self Evaluation & Transition Plan for the Facilities portion of the project will need to be completed in phases. The first phase of the project will focus on County owned buildings accessed by the public for services. This phase will include Eighteen County owned buildings in Lone Pine, Big Pine, Independence and Bishop. Also including are sidewalks and curbs ramps within the public right-a-way in Lone Pine, Independence and the Bishop Area. Phase I will be completed under this agreement.

The first phase of this project will develop a comprehensive list of barriers, provide a detailed outline of methods to remove barriers, and provide cost projections for the removal of identified barriers. These cost projections will allow for budget planning and prioritization for the removal of barriers as required and help to decrease risk to the County while improving access for its citizens.

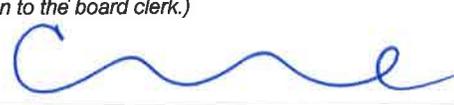
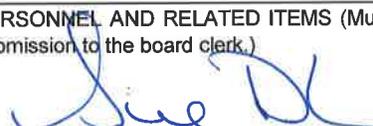
Future phases will include transition planning for: 1) Remaining County owned buildings accessed by the public for services. 2) County leased buildings accessed by the public for services. 3) County owned buildings that are staffed but are not accessed by the public. Future phases will benefit from the training and software provided by DAC during the first phase. DAC will provide two years of access to their accessibility management software DACTrak. If the County decides not to continue use at the end of two years the data can be transfer into an excel spreadsheet or an alternate format.

ALTERNATIVES:

The Board could elect to not approve the Contract or to continue consideration of this to another meeting. This is not recommended, as the County is required to complete and maintain a transition plan under state and federal law.

FINANCING:

Funding for this project will be provided based on department occupancy within the buildings identified in Phase I of the project. Funds are available from the following Departments: \$3,100 Transportation & Planning Trust 504605, Professional Services 5265 for the sidewalks and curbs ramps within public right-of-ways. For building costs: \$2,500 Jail General Budget 022900, Jail-Household 5132; and from Professional Services 5265 in the following budgets: \$15,900 Public Works Deferred Maintenance 011500, \$88 Animal Control 023900, \$103 Veterans Services 056600, \$7,900 IC Gold 056100, \$1,450 Health 045100, \$700 Social Services, \$2,000 Com Mental Health 045200, \$949 Road 034600, \$1,558 Water Dept. 024102, \$141 Yucca Mtn 620605, \$511 Public Works 011500.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved:  Date <u>01/14/2016</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>1/15/2016</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>1/19/16</u>

DEPARTMENT HEAD SIGNATURE:  Date: 1/20/16
 (Not to be signed until all approvals are received)

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Disability Access Consultants
FOR THE PROVISION OF Professional SERVICES

TERM:

FROM: February 02, 2016 **TO:** June 30, 2016

SCOPE OF WORK:

The purpose to this contract with Disability Access Consultants is to provide barrier assessment of 18 County of Inyo buildings and public right-a-ways to complete a comprehensive updated transition plan and training activities to implement, monitor and update the Transition Plan. Work will include:

1. Facility Survey/Barrier Assessment
2. Comprehensive Updated Transition Plan
3. Public Participation and Outreach
4. Project Database and Mapping

Deliverables:

1. Assessment Reports
2. Assessment Database
3. Administrative Draft updated Transition Plan
4. Draft updated Transition Plan
5. Final Draft updated Transition Plan
6. Final updated Transition Plan
7. Training activities to implement, monitor and update the Transition Plan

For detailed Scope of Work please see Exhibit A

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Disability Access Consultants
FOR THE PROVISION OF Professional **SERVICES**

TERM:

FROM: February 02, 2016 **TO:** June 30, 2016

SCHEDULE OF FEES:

Pedestrian Facilities Transition Plan for County of Inyo: \$3,100
Building and Building ingress/egress Transition Plan Update for County of Inyo: \$33,800
Total Cost including travel and incidental costs: \$36,900

Please see attached Exhibit B for inventory of buildings to be assessed and Exhibit C for map of right-of-way inventory.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Disability Access Consultants
FOR THE PROVISION OF Professional **SERVICES**

TERM:

FROM: February 02, 2016 **TO:** June 30, 2016

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Travel and Per Diem expenses will be paid out of the \$36,900 total cost of the contracted work and only tasks included in the Scope of Work will be reimbursed.

Exhibit A

SCOPE OF WORK

The scope of work provided under agreement between County of Inyo and Disability Access Consultants will include:

1. Facility Survey/Barrier Assessment

- a) Survey by DAC of buildings, sites, parks, recreational areas and public right-of-way;
- b) Surveys will identify physical barriers (Interior and exterior) that identify physical barriers in each site in accordance with Title 24 of the California Building Code and the ADA Standards (previously referred to as ADAAG);
- c) Developing a Transition Plan which will identify and prioritize current barriers, provide a schedule for barrier removal, as well as establish procedures for addressing future accessibility issues;
- d) Identification of potential risk management issues by the analysis of data and identification of risk management profiles;
- e) Providing photographs, findings, recommendations, code references, estimated costs, priority settings (in addition to prioritized report) in accessibility software, not just an excel spreadsheet, for accessibility management;
- f) Identification of actual as-is conditions with photographs (not just compliant or noncompliant notation);
- g) Providing management, monitoring, and web based tracking tools that will allow staff to manage current and future accessibility issues, update the deficiency status, and generate reports to show progress in meeting the Transition Plan requirements;
- h) Providing training for County staff as requested on general ADA compliance rules and regulations so they are knowledgeable and empowered to understand the accessibility requirements, and to prevent noncompliant work being performed and barriers being built. Training will also include project overview objectives to ensure that all new construction, alterations and additions meet current accessibility standards and that features will be maintained by building the internal capacity of the County, including policies to support the objectives of compliant new work and maintenance of accessible standards;
- i) Providing training regarding the use of DACTrak to implement, document and monitor progress;
- j) Conducting a survey of County public right-of-ways to include but not limited to sidewalks, crosswalks, pathways, curb ramps for compliance with the ADA, PROWAG, CAMUTCD and other applicable standards and regulations;
- k) GIS locations will be provided in the DACTrak web based accessibility management software for all public right-of-way measurements;
- l) Conducting a field survey of existing ramps that will include GIS locations, condition data, coordinates, ramp type, slopes (running and cross), top landings, bottom landings, side flares, detectable warnings and related areas;
- m) Incorporated public right-of-way data and curb ramps into the overall ADA Transition Plan document;
- n) An inventory of the items identified as physical barriers will be incorporated into facility diagrams and/or into the DACTrak accessibility database management software system.

2. Comprehensive Updated Transition Plan

- a) DAC will develop, in collaboration with the County, a comprehensive ADA Self-Evaluation and Transition Plan for facilities, buildings, parks and the public right-of-way;
- b) The ADA requires a minimum of four items to be included in a transition plan. The four (4) requirements will be included in the County's plan, in addition to the items listed below:
 - a. the noncompliant finding
 - b. recommended method for barrier removal

Exhibit A

- c. projected schedule for barrier removal
- d. the identity of the person that is responsible for the implementation of the plan
- c) The ADA Transition Plan prepared for the County will also include:
 - a. Identification of the actual, as-is barrier
 - b. Method of evaluation of the barrier
 - c. Prioritization for removal of barriers
 - d. Estimated costs
 - e. Procedures, forms, methodology and technology for monitoring implementation of the plan
 - f. Documentation of barrier removal
 - g. Procedures, forms, methodology and technology for performing additional assessment of barriers (future sites or sites remodeled or the function changed)
 - h. Development of Requests for Accommodation forms
 - i. Standard drawing for remediation methods for the applicable remediation (federal or state-depending upon barrier)

3. Public Participation and Outreach

- a) As required by Title II of the ADA, DAC will collaborate with the County to conduct the public participation and outreach program, if requested, to assist the County to advise the public and stakeholders, solicit input into the County's plan, provide opportunity for interested persons and individuals to participate in the development of the plan;
- b) DAC will present recommendations to the County regarding the proposed methods to provide opportunities to the public and collaborate with the County to select the individual methods for public input that are most appropriate for the County of Inyo (surveys, questionnaires, postings, notices, meetings, etc.);
- c) DAC will maintain a record of public input comments;

4. Project Database and Mapping

DAC will provide the County with actual accessibility management software, not just electronic database of items contained in the Facility Survey Report. DAC has found that an electronic database does not provide the County with a tool containing integrated photographs needed to implement the plan, set priorities, make notes and print custom reports. If the County does not want to use the software, the data can be placed in an excel spreadsheet.

DAC will provide the County with DACTrak, a web-based monitoring, tracking, and management system at project completion. DACTrak allows users to review and update progress in barrier removal, and to generate many different styles of reports to document progress. DACTrak contains one or more integrated photographs that are attached to the finding, eliminating the need to reference another area or report supplement.

- a) DAC will license DACTrak to the County for a period of two years at no cost to manage all of the field data collected, print custom reports, document progress, estimate costs and perform other management functions;
- b) Data collected will be the property of the County should the County decide for any reason not to continue to use the DACTrak accessibility intake and management software system;
- c) DACTrak will include and provide correlation with field data collected, reports, transition plans, drawings, code references, estimated costs and photographs for each noncompliant accessibility item or element;
- d) Reference maps for GIS Information will be provided in addition to a linked mapping system for each item;
- e) DACTrak provides a description, location and record number for each barrier that allows the user to access the information and location;

Exhibit A

- f) Facility plans and diagrams will be included with marked barriers

DELIVERABLES:

Deliverable will include but are not limited to the updated Transition Plan (which shall include the Assessment Reports and the database). For each deliverable, an electronic copy including design file must be included along with the required hardcopy.

1. Assessment Reports
2. Assessment Database
3. Administrative Draft updated Transition Plan
4. Draft updated Transition Plan
5. Final Draft updated Transition Plan
6. Final updated Transition Plan
7. Training activities to Implement, monitor and update the Transition Plan

TIMELINES

The timeline for completion of the project is 6 months, or sooner.

Exhibit B

Schedule of Fees:

Per agreement between County of Inyo and Disability Access Consultants for the provision of Professional Services.

Loc #	Department	Address	City	Occupied As	DAC PRICE
1	LIBRARY & OFFICE	210 ACADEMY	BISHOP	LIBRARY & OFFICE	2,100
2	COUNTY SERVICES BUILDING	207 W. SOUTH STREET	BISHOP	OFFICES	2,300
3	PROGRESS HOUSE	536 N. SECOND STREET	BISHOP	HALFWAY HOUSE	1,300
4	ESAAA SENIOR CENTER	682 SPRUCE ST	BISHOP	SENIORS CENTER	2,200
5	LAW RAILROAD MUSEUM	202 SILVER CANYON ROAD	BISHOP	32 HISTORIC BLDGS (HIST.)	2,400
6	LEGION HALL	180 DEWEY	BIG PINE	COMMUNITY HALL	1,800
7	COUNTY SERVICE BUILDING	168 N. EDWARDS STREET	INDEPENDENCE	SERVICE BUILDING/ANNEX	2,600
8	HEALTH BUILDING	155 E. MARKET	INDEPENDENCE	HEALTH BUILDING	2,000
9	LEGION HALL	201 S. EDWARDS	INDEPENDENCE	COMMUNITY HALL	1,800
10	EASTERN CALIFORNIA MUSEUM	155 N. GRANT STREET	INDEPENDENCE	NEW MUSEUM	1,800
11	INYO COUNTY JAIL	550 S. CLAY STREET	INDEPENDENCE	JAIL	2,500
12	INDEPENDENCE LIBRARY	168 N. EDWARDS	INDEPENDENCE	LIBRARY AND LAW LIBRARY	1,900
13	WATER DEPT BUILDING	135 SOUTH JACKSON	INDEPENDENCE	WATER DEPARTMENT OFFICE	1,700
14	LONE PINE LIBRARY	125 BUSH ST	LONE PINE	LIBRARY	2,000
15	LEGION & VFW HALL	481 S. MAIN	LONE PINE	LEGION & VFW	1,900
16	STATHAM HALL	183 JACKSON STREET	LONE PINE	TOWN/COMMUNITY HALL	2,100
17	AIRPORT OFC	1452 S. MAIN STREET	LONE PINE	AIRPORT OFFICE	1,400
					33,800

COST

The cost for the 17 buildings selected to be inspected area at a cost of \$33,800 and the pedestrian buildings for a cost of \$3,100.

County of Inyo Pedestrian Facilities: \$ 3,100

TOTAL Cost: \$ 36,900

Bishop



Legend

Sidewalk marker



N. Barlow

N. Sierra Hwy

0 250 500 1,000 Feet

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, IGP, swisstopo, and the GIS User Community

Bishop (S. Barlow)

Sunset

S. Barlow

N

Legend

Sidewalk marker

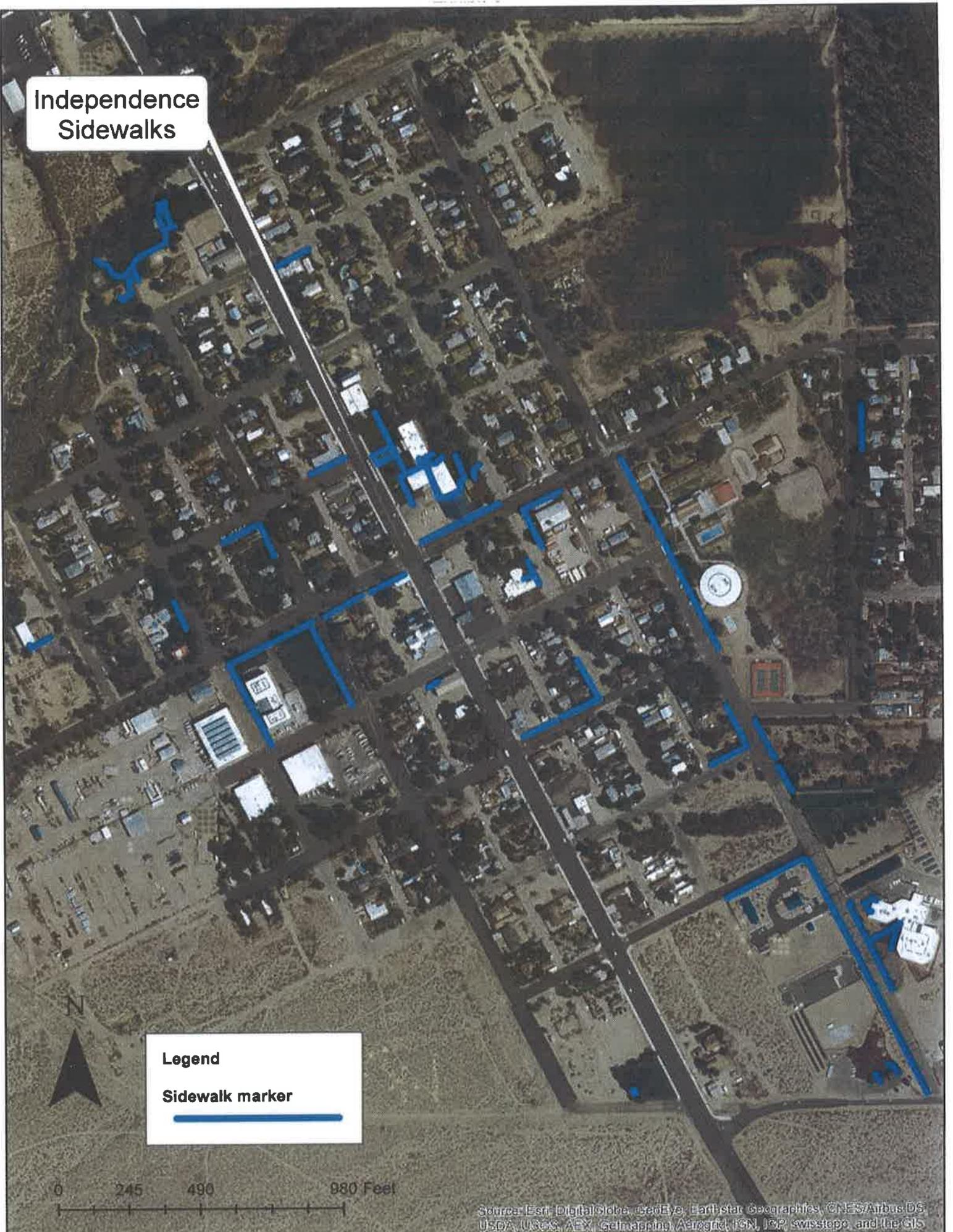


0 62.5 125 250 Feet



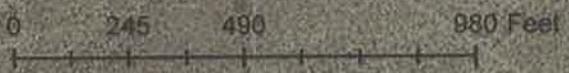
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, IGP, swisstopo, and the GIS User Community

**Independence
Sidewalks**



Legend

Sidewalk marker



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroX, Geomatics, AeroGRID, IGN, IGP, swisstopo, and the GIS User Community

Lone Pine Sidewalks



Legend

Sidewalk marker





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 18

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: February 2, 2016

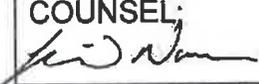
SUBJECT: Desert Renewable Energy Conservation Plan

DEPARTMENTAL RECOMMENDATION: Review the Programmatic Agreement for Phase I of the Desert Renewable Energy Conservation Plan, and authorize the Chair to sign.

SUMMARY DISCUSSION: Numerous entities have been working on developing the Desert Renewable Energy Conservation Plan (DRECP) for many years. Recently, the Bureau of Land Management (BLM) has been working on developing a Programmatic Agreement (PA) for Phase 1 of the DRECP pursuant to Section 106 of the National Historic Preservation Act. The PA will guide consultations regarding historic resources. BLM representatives have consulted with interested parties extensively regarding the draft PA, including Inyo County. County staff has reviewed the PA, believes that it will result in minimal resources expenditures from the County, provide another avenue to participate in any future renewable energy development in the County, and recommends approval.

OTHER AGENCY INVOLVEMENT: Numerous entities as described in the PA.

FINANCING: General funds are utilized to monitor State and federal planning efforts. Resources will be required to participate in the PA, but it is expected that these will be minimal and may be offset by fees.

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

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



Date: 1-27-16



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

California Desert District

22835 Calle San Juan de Los Lagos

Moreno Valley, California 92553

www.ca.blm.gov



In Reply Refer To:

8120(P)

CAD000

JAN 15 2016

RECEIVED

JAN 19 2016

Bob Harrington

Director

Inyo County Water Dept

PO Box 337

Independence, CA 93526

Inyo Co. Water Department

Subject: Bureau of Land Management (BLM) Land Use Plan Amendment (LUPA)
Programmatic Agreement development as part of Phase 1 of the Desert Renewable Energy
Conservation Plan (DRECP)

Dear Mr. Harrington:

The Bureau of Land Management (BLM) is continuing our efforts to inform and consult with you regarding the BLM Land Use Plan Amendment (LUPA) as Phase 1 of the Desert Renewable Energy Conservation Plan (DRECP). The BLM consulted with the DRECP consulting parties to develop a Programmatic Agreement (PA) pursuant to Section 106 of the National Historic Preservation Act. The BLM assembled a working group to develop the first draft of the PA, held five consulting party meetings, and circulated three drafts of the full PA to all consulting parties to solicit feedback. The purpose of this letter is to provide you with the Final PA, and to invite you to sign the PA as a Concurring Party.

Final Programmatic Agreement

The BLM is pleased to transmit the Final PA for the BLM LUPA (Enclosure 1) and to invite you to participate in its implementation by signing the PA as a Concurring Party. The Final PA is also available online at <http://drecp.org/section106/>. The BLM, as the overall lead federal agency for this project and the lead for Section 106, has coordinated and consulted with more than 350 consulting parties including: the Advisory Council on Historic Preservation; the State Historic Preservation Office; 44 Federally-recognized Indian Tribes and 7 non-federally recognized tribal organizations; other federal, state, and local agencies; museums and historic societies; universities; representatives from the renewable energy industry; other interested parties; and the public on the development of this PA. The PA, as a binding contract between the parties, ensures that historic properties will continue to be taken into account in the manner described in the PA.

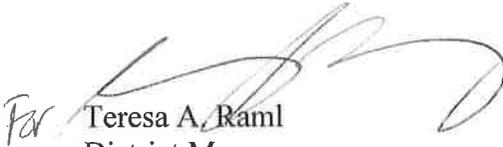
Enclosed with this letter you will also find four copies of your signature page (Enclosure 2). If you wish to participate as a Concurring Party to this PA, we ask you to please sign on all four pages and return three of these originals back to the following address:

Attention: Tiffany Arend, Archaeologist
Bureau of Land Management
California Desert District
22835 Calle San Juan de los Lagos
Moreno Valley, CA 92553

Please keep one signed original page with the enclosed copy of the Final PA for your records. Please return the three signed pages by **February 4, 2016**, or inform us if you elect not to concur and participate in the PA. The BLM will present the Final PA, with all Concurring Party signatures, to the Signatories for execution in February 2016. Signed signature pages returned after that date will still be accepted, however, they may not be included in the document that is presented to the Signatories for execution in February.

In the meantime, if you have any other questions or concerns about the DRECP please do not hesitate to contact the BLM. You can contact Tiffany Arend, Archaeologist, by telephone at (951) 697-5365, or by email at DRECP106@blm.gov. We look forward to hearing from you regarding the Final PA for the Land Use Plan Amendment as Phase 1 of the DRECP.

Sincerely,


For Teresa A. Raml
District Manager

Enclosures (2):
Final LUPA Programmatic Agreement
Four (4) signature pages to the PA

Concurring Party

INYO COUNTY

BY: _____ DATE: _____

TITLE: _____

**PROGRAMMATIC AGREEMENT
AMONG
THE BUREAU OF LAND MANAGEMENT – CALIFORNIA,
THE CALIFORNIA OFFICE OF HISTORIC PRESERVATION,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
REGARDING RENEWABLE ENERGY DEVELOPMENT ON A PORTION OF PUBLIC
LANDS ADMINISTERED BY THE BUREAU OF LAND MANAGEMENT -
CALIFORNIA**

WHEREAS, in August 2005, the United States Congress enacted the Energy Policy Act of 2005, Public Law 109-58. In Section 211 of this Act, Congress directed that the Secretary of the Interior (the “Secretary”) should, before the end of the 10-year period beginning on the date of enactment of the Act, seek to have approved non-hydropower renewable energy projects located on the public lands with a generation capacity of at least 10,000 megawatts of electricity; and

WHEREAS, by Secretarial Order No. 3285 issued March 11, 2009, amended February 22, 2010, the Secretary stated as policy that encouraging the production, development, and delivery of renewable energy is one of Department of the Interior’s (DOI) highest priorities and that agencies and bureaus within the DOI will work collaboratively with each other, and with other Federal agencies, departments, states, local communities, and private landowners to encourage the timely and responsible development of renewable energy and associated transmission while protecting and enhancing the Nation’s water, wildlife, and other natural resources; and

WHEREAS, by Secretarial Order No. 3330 issued October 31, 2013 the Secretary established a department-wide mitigation strategy to ensure consistency and efficiency in the review and permitting of infrastructure development projects and in conserving our Nation's valuable natural and cultural resources by (1) using a landscape-scale approach to identify and facilitate investment in key conservation priorities in a region, (2) early integration of mitigation considerations in project planning and design, (3) ensuring the durability of mitigation measures over time, (4) ensuring transparency and consistency in mitigation decisions, and (5) a focus on mitigation efforts that improve the resilience of our Nation's resources in the face of climate change; and

WHEREAS, to achieve the goals established by Congress in Section 211 of Public Law 109-58, to support the Secretary’s declaration of policy in Secretarial Orders No. 3285 and 3330, and to support the goals of the Bureau of Land Management to encourage appropriate development of renewable energy on public lands, the Bureau of Land Management and the Department of Energy utilized the analysis in the six state Solar Programmatic Environmental Impact Statement (Solar PEIS) to inform withdrawal and land use planning decisions, including whether to identify design features to reduce the environmental impacts of solar development on public lands; and

WHEREAS, the Solar PEIS analysis was used to support the development of a technology-specific Section 106 Programmatic Agreement (Solar PA) for right-of-way (ROW) applications for projects on public lands managed by the Bureau of Land Management in six states where the

Bureau of Land Management is the lead federal agency (available online at: http://solareis.anl.gov/documents/docs/Solar_PA.pdf); and

WHEREAS, the Bureau of Land Management – California (BLM) intends to further refine the approach of the Solar PEIS and Solar PA on lands administered by the BLM within the boundaries of the Desert Renewable Energy Conservation Plan (DRECP) by amending the Solar PEIS through its land use planning process and replacing the Solar PA with a Programmatic Agreement (Agreement) that accommodates all renewable energy projects, which for the purposes of this Agreement includes any renewable energy project or transmission line ROW application and any connected actions, for solar, wind, geothermal production, and transmission lines that also includes appurtenant facilities (renewable energy projects), and provides additional, locally developed management considerations in California; and

WHEREAS, to achieve the goals established by Congress in Section 211 of Public Law 109-58, to support the Secretary’s declaration of policy in Secretarial Orders No. 3285 and 3330, and to support the goals of the BLM to encourage appropriate development of renewable energy on public lands, the BLM is proposing to amend the California Desert Conservation Area (CDCA) Plan, and portions of the Bakersfield Resource Management Plan (RMP), and the Bishop RMP that are within the boundaries of the DRECP via a BLM Land Use Plan Amendment (LUPA); and

WHEREAS, the BLM has prepared an environmental impact statement (EIS) under the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321, *et seq.*) for the LUPA to identify alternatives for the purposes of NEPA and comparatively examined the relative effects of the alternatives to inform the agency’s consideration of future specific renewable energy projects, including the possible identification of Development Focus Areas (DFAs) and lands where renewable energy project development may occur; and,

WHEREAS, the BLM has provided the public opportunities to comment on the LUPA through NEPA process consistent with 36 C.F.R. § 800.2(d)(3), including public scoping meetings and public meetings held in November and December 2011, April and May 2013, and October, November, and December 2014; release of a Description and Comparative Evaluation of Draft DRECP Alternatives in December 2012; and a public website with additional information. All public materials included information about the National Historic Preservation Act (NHPA) and the Section 106 process, and the BLM considered comments received through the NEPA and NHPA processes concerning cultural resources in the development of this Agreement.; and

WHEREAS, through the Record of Decision (ROD), the BLM will determine whether to amend BLM land use plans to include:

- Areas suitable for renewable energy project development (DFAs);
- Areas potentially available for renewable energy project development (Variance Process Lands or VPLs);

- Areas to be managed for biological, cultural, and scientific conservation (National Conservation Lands or NCLs, Areas of Critical Environmental Concern or ACECs, and Wildlife Allocation areas);
- Areas to be managed for recreational use (Special Recreation Management Areas or SRMAs);
- Areas that will continue to be managed for multiple use without a specified allocation (unallocated land);
- Establish basic avoidance, minimization, compensation, conservation, and mitigation requirements (Conservation Management Actions or CMAs) for renewable energy development within the LUPA to ensure the most environmentally responsible development and delivery of renewable energy; and

WHEREAS, any terms and conditions established by the ROD will apply to new applications for renewable energy project development as defined in the ROD. The stipulations of this Agreement will also apply to those same applications; and

WHEREAS, the BLM has determined that its LUPA is an undertaking subject to Section 106 of the NHPA at 54 U.S.C. § 306108, and its implementing regulations at 36 C.F.R. § 800 (2004); and

WHEREAS, the BLM has determined that its LUPA decisions consistent with the DRECP constitutes a controversial and non-routine undertaking where the effects may be regional in scope and cannot be fully determined prior to approval of the Undertaking, and the BLM proposes the development and approval of a Programmatic Agreement under 36 C.F.R. § 800.14(b)(3), which meets the threshold of review by the Advisory Council on Historic Preservation (ACHP) under Component 5(b) and (c) of the *National Programmatic Agreement among the BLM, ACHP, and National Conference of State Historic Preservation Officers* (hereinafter referred to as the *National Programmatic Agreement*); and

WHEREAS, pursuant to the *National Programmatic Agreement* and 36 C.F.R. § 800.6(a)(1)(c), the BLM has notified the ACHP that some implementation activities allowed by the LUPA have the potential for adverse effects and of the BLM's intent to develop this Agreement, and the ACHP has elected to participate by formal notification received October 22, 2013 and is a Signatory to this Agreement; and

WHEREAS, the BLM has consulted with the California State Historic Preservation Office (SHPO) regarding the LUPA pursuant to 36 C.F.R. § 800. Because the effects of the LUPA's implementation on historic properties cannot be fully determined prior to the Undertaking's approval, the BLM has chosen to assess potential adverse effects from the Undertaking and provide for the resolution of any such effect through the implementation of this Agreement consistent with 36 C.F.R. § 800.14(b)(3); and

WHEREAS, the BLM has consulted with the SHPO and the ACHP pursuant to 36 C.F.R. § 800.14(b)(3), and following the procedures outlined at 36 C.F.R. § 800.6, has developed the process outlined in this Agreement to govern the BLM's compliance with Section 106 of the NHPA during implementation of the LUPA; and

WHEREAS, pursuant to the special relationship between the Federal Government and federally recognized Indian tribes (codified in Section 101(d)(6)(B) of the NHPA, 36 C.F.R. § 800.2(c)(2)(ii), the American Indian Religious Freedom Act (AIRFA), Executive Orders 13007 and 13175, and Section 3(c) and Section 12 of the Native American Graves Protection and Repatriation Act (NAGPRA)) the BLM is responsible for government-to-government consultation with federally recognized Indian tribes; and

WHEREAS, the BLM has formally notified and invited federally recognized Indian tribes (Tribes) (see Appendix A) with interests in the lands managed by the BLM to consult on the LUPA, the development of this Agreement, and to participate in this Agreement as Concurring Parties; and

WHEREAS, the BLM has formally notified and invited non-federally recognized tribes and tribal organizations (Tribal Organizations) (see Appendix A) with interests in the lands managed by the BLM to consult on the LUPA, the development of this Agreement, and to participate in this Agreement as Concurring Parties; and

WHEREAS, the BLM has invited the Tribes to participate in Tribal Federal Leadership Conferences between September 2011 and September 2015 to identify issues, concerns, and interests and to share information regarding any and all resources within the DRECP plan area pertinent to renewable energy project development, natural and cultural resource conservation, and to solicit information pertinent to renewable energy project development and land use planning, and the BLM considered this information in the preparation of the LUPA EIS; and

WHEREAS, the BLM has consulted and will continue to consult with the Tribes and Tribal Organizations on the LUPA and the development of this Agreement, and will continue to consult with the Tribes and Tribal Organizations throughout the implementation of this Agreement, regarding historic properties to which they attach religious and cultural significance. The BLM will carry out its responsibilities to consult with Tribes and Tribal Organizations that request such consultation with the further understanding that, notwithstanding any decision by these Tribes and Tribal Organizations to decline concurrence, the BLM shall continue to consult with these Tribes and Tribal Organizations throughout the implementation of this Agreement, pursuant to Stipulation II; and

WHEREAS, the BLM has invited federal and state government agencies (see Appendix A) with interests in the lands managed by the BLM to consult on the LUPA and to participate in this Agreement as Concurring Parties; and

WHEREAS, the BLM has invited local governments (see Appendix A) with interests in the lands managed by the BLM to consult on the LUPA and to participate in this Agreement as Concurring Parties; and

WHEREAS, the BLM has invited organizations and individuals (see Appendix A) with interests in the lands managed by the BLM to consult on the LUPA and to participate in this Agreement as Concurring Parties; and

WHEREAS, signing of this Agreement by a Concurring Party indicates participation in the Section 106 consultations and acknowledgment that their party's views were taken into consideration, but does not indicate approval of the outcome of NEPA analysis for the LUPA nor does it indicate a preference for or endorsement of a specific alternative; and

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

WHEREAS, This Agreement does not negate or supersede any other Memorandum of Agreement (MOA) or Programmatic Agreement (PA) governing the LUPA Area, pursuant to 36 C.F.R. Part 800, with the exception of the Solar PA. If any MOA or PA in effect at the time this Agreement is executed is found to be in conflict with this Agreement, the respective Signatories will confer to resolve the conflict per Stipulation X of this Agreement. If the resolution results in a proposed amendment to this Agreement, the provisions under Stipulation IX will be followed; and

WHEREAS, the provisions of this Agreement apply to future, site-specific renewable energy project applications when the BLM is the lead federal agency and the application is for renewable energy projects on BLM administered public lands within the LUPA Area, and connected actions; and

NOW, THEREFORE, the BLM, SHPO, and ACHP mutually agree that the BLM will carry out its Section 106 responsibilities with respect to any future renewable energy project development within the LUPA Area in accordance with the following stipulations.

DEFINITIONS

Terms used in this Agreement are defined in Appendix B. All other terms not defined have the same meaning as set forth in the regulations at 36 C.F.R. § 800.16.

STIPULATIONS

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

I. APPLICABILITY

A. General Purpose

1. The LUPA establishes a framework for permitting for all renewable energy project and transmission line ROW applications and portions of any connected actions, for solar, wind, geothermal production, and transmission lines that also includes appurtenant facilities (renewable energy projects), on lands administered by the BLM. It also includes those connected actions that may extend onto other jurisdictions. This Agreement and the LUPA will inform the agency's consideration of future, site-specific, renewable energy project applications including the identification of DFAs and other lands administered by the BLM where renewable energy project development may occur, areas where renewable energy project development will not be permitted, and development of CMAs to establish basic avoidance, minimization, and mitigation requirements for renewable energy project development within the DRECP LUPA Area, to ensure the most responsible development of renewable energy on BLM-administered public lands. A more detailed description of the BLM Undertaking and corresponding maps are included in Appendix C.
2. This Agreement establishes the process the BLM will follow to fulfill its responsibilities under Section 106 of the NHPA for site-specific, renewable energy project application decisions that are implemented in accordance with the decisions supported by the LUPA and BLM policy. This Agreement does not provide streamlining or fast-tracking of renewable energy project applications. Instead, provisions of this Agreement will be incorporated in the LUPA to ensure a consistent, predictable, and timely approach to take into account the effects of renewable energy project application decisions upon historic properties across the LUPA Area.

B. Tiered Agreements

1. The BLM will execute MOAs pursuant to 36 C.F.R. § 800.6 (c), as opposed to PAs, to fulfill the intent of this Agreement for site-specific, renewable energy projects that result in adverse effects whenever possible. MOAs are usually based upon knowledge of specific resources; therefore, resolutions of adverse effects are more accurate. Where there is adequate information regarding the nature of historic properties within areas of potential effect (APEs), MOAs can specify avoidance, minimization, and/or mitigation measures more precisely.
2. Creation of new, project-specific PAs tiered from this Agreement is not anticipated, but may be necessary where any of the conditions pursuant to 36 C.F.R. § 800.14 (b)(1) for using a PA are met. New PAs, however, are generally

discouraged and are not considered appropriate for most specific undertakings, where determinations of eligibility and findings of effect can be completed before the BLM makes a decision on the undertaking.

II. GOVERNING CONSULTATION PRINCIPLES

A. Advisory Council on Historic Preservation Consultation

The BLM shall invite the ACHP to participate in consultation when the following thresholds for ACHP review are met: (1) non-routine interstate and/or interagency projects or programs; (2) undertakings that adversely affect National Historic Landmarks (NHLs); (3) undertakings that the BLM determines to be highly controversial; (4) undertakings that will have an adverse effect and with respect to which disputes cannot be resolved through formal agreement between BLM-SHPO, such as a MOA; and (5) development and approval of program alternatives, including project-specific PAs. The ACHP shall determine whether it will participate in the consultation within 15 days of receipt of notice, according to the criteria set forth in Appendix A to 36 C.F.R. § 800. A decision by the ACHP not to participate in Section 106 consultation does not preclude ACHP entry into the process at a later time if the ACHP determines that its involvement is necessary to ensure that the purposes of Section 106 are met. If the ACHP determines that its involvement is necessary, the ACHP will notify the BLM and Consulting Parties per 36 C.F.R. § 800.2(b)(1).

B. State Historic Preservation Office Consultation

The BLM shall enter into formal consultation with SHPO on all renewable energy project applications within the LUPA Area pursuant to 36 C.F.R. § 800.2(c)(1). Formal consultation shall be initiated during the pre-application phase of all renewable energy project applications in order to facilitate early and robust coordination and consultation. Consultation with SHPO shall follow the procedures outlined in this Agreement.

C. Coordination with other Federal Agencies

Any other Federal agencies that may have Section 106 responsibilities on a renewable energy project application within the LUPA Area will be invited to coordinate their review with the BLM pursuant to 36 C.F.R. § 800.2(a)(2). The Federal agencies will consult to determine whether the BLM can act on their behalf as the lead Federal agency and fulfill their collective responsibilities under Section 106. Those Federal agencies that do not designate a lead Federal agency remain individually responsible for their compliance under Section 106.

D. Secretary of the Department of the Interior

In accordance with 36 C.F.R. § 800.10(c), the BLM shall notify the Secretary of the Department of Interior of any consultation involving an NHL and invite the Secretary to participate in the consultation continuing under this Agreement.

E. Tribal Consultation

1. The BLM acknowledges its government-to-government responsibilities to Tribes for Section 106 review and implementation of this Agreement and commits to accord tribal officials the appropriate respect and dignity of their position as leaders of sovereign nations. The BLM shall continue to facilitate meaningful consultation with Tribes and Tribal Organizations during the development of the DRECP LUPA, as well as the planning and implementation of any activities or decisions that tier from the LUPA.
2. The BLM will engage the Tribes and Tribal Organizations in early and meaningful consultation on all renewable energy project applications. The BLM will consult with Tribes and Tribal Organizations at the earliest stages of the proposed undertaking to gather ethnographic information, property information, and other resource information to help identify areas which may be of religious and cultural significance to them and which may be eligible for the National Register of Historic Places (NRHP). Engaging in consultation at the earliest stages of project planning will assist the BLM in identifying significant issues and resources that may not be identified through the course of conventional cultural resources survey and identification efforts. As part of the consultation process the BLM shall endeavor to provide information and maps that are easily understood by tribal representatives.
3. The BLM will continue to discuss and seek agreement with Tribes and Tribal Organizations regarding processes of consultation that are clear, open, and transparent and that can be used to discuss multiple projects in the most efficient manner possible. If a Tribe would like government-to-government consultation with the BLM on an individual basis, this request will be honored at the earliest possible time. If a Tribe or Tribal Organization would like to establish regular meetings with a BLM Field Office, the Tribe or Tribal Organization and the BLM Field Manager should consult to develop specific procedures for consultation.
4. The BLM will encourage renewable energy project Applicants (Applicant) to provide the Tribes and Tribal Organizations with opportunities to participate in the archaeological surveys and construction monitoring for individual projects. Participation during archaeological surveys should be coordinated by the Applicant's cultural resources consultant. Procedures for participation during

project construction should be coordinated with all Tribes and Tribal Organizations the BLM consulted with on the individual project and through the development of a project-specific Tribal Participation Plan.

F. Coordination with state and local process

The BLM will endeavor to coordinate its responsibilities under NHPA and the Section 106 process with the state and local agency responsibilities under the California Environmental Quality Act (CEQA) and other applicable authorities for all renewable energy project applications. The BLM will also endeavor to collaborate with state and local agencies on NRHP and California Register of Historical Resources (CRHR) eligibility determinations. To facilitate this coordination the BLM has consulted with the Consulting Parties, which includes state and local agencies with CEQA responsibilities, to develop this Agreement. Participation by state and local agencies in the consultation for specific renewable energy project applications, and their desired level of participation, will be identified by the responsible agency on a project-by-project basis after receiving BLM's invitation to consult per Stipulation III (B).

G. Applicant Role

The BLM shall invite any Applicant that submits an application for a ROW grant on public lands within the LUPA Area to construct, operate, and maintain a renewable energy project, to participate in the Section 106 process pursuant to 36 C.F.R. § 800.2(c)(4). The Applicant will be the entity to whom the BLM may issue a ROW grant related to any renewable energy project activities, and will have the responsibility for carrying out the terms of any project-specific MOA or PA, with BLM oversight. The BLM will therefore invite the Applicant to sign any project-specific MOA or PA as an Invited Signatory pursuant to 36 C.F.R. § 800.6(c)(2)(iii) and 36 C.F.R. § 800.14(b)(3).

H. Additional Consulting Parties

The BLM shall involve individuals and organizations with a demonstrated interest in the undertaking as provided at 36 C.F.R. § 800.2(c)(5). These parties may include historical societies, archaeological societies, and other groups or individuals with a legal or economic relation to the undertaking or affected properties, or due to a concern with the undertaking's effects on historic properties.

I. Public Involvement

The BLM shall involve the public in the Section 106 process as provided at 36 C.F.R. § 800.2(d) and 36 C.F.R. § 800.3(e). The BLM shall ensure that the public is informed through press releases, posting of documents on the internet, or other mechanisms; about the manner in which the BLM is meeting its Section 106 responsibilities, and how the

BLM is coordinating Section 106 with other public involvement processes including NEPA as described in Stipulation II (I).

J. Section 106/NEPA Coordination

The BLM will endeavor to coordinate the Section 106 process with NEPA process such that the agency meets its requirements under both authorities in an efficient manner. The BLM will complete the Section 106 process within the timeframe of NEPA process prior to the approval of all future renewable energy project ROW grants authorized pursuant to this program. To facilitate this coordination the BLM will utilize the public review process described in NEPA to partially meet its public involvement responsibilities under NHPA.

III. CONSULTATION PROCEDURES AND TIMELINES

A. The BLM has considered the views and recommendations of the Consulting Parties regarding the identification, protection, treatment, and/or management of historic properties possibly affected by renewable energy projects proposed under the LUPA and this Agreement and has taken this information into account in the following decision-making processes:

1. Through the LUPA the BLM is determining which areas may be appropriate for renewable energy project development based on information generated through the LUPA and other existing information on historic properties, reconnaissance or sample inventories, existing ethnographic information, the results of public scoping, the tribal federal leadership conferences, and feedback from tribal consultation. The areas potentially available for renewable energy project development are identified as DFAs, VPLs, utility corridors, or unallocated public lands within the LUPA Area.
2. Through the LUPA the BLM is determining which areas are not available for renewable energy project development based on information generated through the same process as in Stipulation III (A)(1).
3. Areas excluded from renewable energy project development may include, but are not limited to, areas where renewable energy project development could fundamentally alter or harm the value, integrity, or experience at historic properties such as a National Historic Trail (NHT) or NHL; areas containing Traditional Cultural Properties (TCP) or sites with cultural or religious significance to a Tribe; or areas where the density or complexity of historic properties would require extremely costly programs of mitigation.

4. In accordance with the DRECP Draft EIS/Environmental Impact Report (EIR), the DRECP Phase 1 Final LUPA EIS, the Phase 1 LUPA ROD and Stipulation III (C)(4), the BLM will encourage renewable energy project development on lands administered by the BLM and designated as DFAs or utility corridors. The BLM will also consider renewable energy project development on lands designated as VPLs or unallocated. The consultation processes and mitigation defined in the DRECP Phase 1 Final LUPA EIS and ROD and specified in this Agreement will govern the consideration and authorization of these proposed undertakings on lands administered by the BLM.
- B. The BLM will conduct a pre-application review of, and invite potential consulting parties to consult on, all proposed renewable energy project ROW applications within the LUPA Area. Pre-application procedures include:
1. The BLM will hold a pre-application meeting with the Applicant and invite the SHPO, Tribes and Tribal Organizations, and any other potential consulting parties to a specific renewable energy project, as identified in 36 C.F.R. § 800.2, to the meeting in order to discuss inventory or research needs to identify historic properties. The pre-application meeting must be completed prior to formal acceptance of any ROW application, and prior to initiating NEPA review process for all renewable energy projects.
 2. While the BLM may meet with Tribes and Tribal Organizations independently, the agency will invite Tribes and Tribal Organizations to participate in pre-application meetings with the Applicant to discuss and consult regarding project design, cultural resource inventory strategies, TCPs and resources with cultural or religious significance to Tribes, review of available ethnographic information, the need for project-specific ethnographic assessments, or other issues of concern.
 3. Through the ROW application review process specified in Stipulation III (C), the BLM will prioritize the processing of applications within DFAs and further prioritize applications within DFAs that are also in areas with lower potential for cultural resource concerns, as defined by the cultural resources sensitivity analysis and the results of pre-application models described in Stipulation VI (A).
 4. The BLM Section 106 review process detailed in Stipulations IV and V below will be appropriately tailored to the proposed project and in accordance with this Agreement. The process described below is intended to provide flexibility while also enhancing the BLM's ability to meet its Section 106 responsibilities efficiently, without compromising the consideration of effects to historic properties.

5. The objective of consultation is to identify as early as possible any potentially eligible properties, properties with cultural or religious significance to Indian tribes, or other issues that may pose difficulties for the proposed undertaking and future management concerns including landscape-level resources.

C. The following consultation timelines and parameters will apply to any future renewable energy project applications within the LUPA Area:

1. The Section 106 review process for all proposed renewable energy project applications within DFAs, as defined in Stipulation IV to this Agreement, will be subject to the following timelines (see also Appendix D):
 - a) The BLM shall define the APE and proposed identification efforts in accordance with Stipulation IV (A) and (B) and provide them concurrently to the SHPO and project-specific consulting parties for a single 30 calendar day review and comment period.
 - b) The BLM shall propose determinations of eligibility and findings of effect in accordance with Stipulation IV (C) and (D) and provide them concurrently to the SHPO and project-specific consulting parties for review and comment. The BLM shall, to the extent possible, make and submit its determinations of eligibility and findings of effect in a single consolidated decision for a 30 calendar day review and comment period.
 - c) The BLM will forward to the SHPO all comments received during the 30 day review and comment periods identified in (a) and (b) above. Alternatively, a project-specific consulting party may provide their comments directly to the SHPO with a copy to the BLM within the 30 day comment period. The BLM will respond to any request from a project-specific consulting party for consultation within the 30 day comment period.
 - d) After the 30 day comment period the SHPO will have 10 calendar days to provide any comments on the APE and proposed identification efforts, or to comment or concur on the BLM's determinations of eligibility and findings of effect. Should SHPO not comment, the BLM shall document that SHPO has elected not to comment, provide notification to all project-specific consulting parties, and may proceed in accordance with its proposed designations. If the BLM and SHPO disagree on a proposed determination of eligibility, the BLM shall seek a determination from the Keeper of the National Register. If the BLM and SHPO disagree on the proposed APE, identification efforts, or findings of effect the BLM and

SHPO shall consult to resolve the disagreement in accordance with Stipulation X.

- e) Where a project-specific consulting party objects to the BLM's proposals within the 30 day comment period, the BLM shall consult with the objecting party and the SHPO regarding the nature of the objection and reconsider. If the objection is not resolved, the BLM shall further consult with the SHPO and follow the process provided at 36 C.F.R. § 800.4 (c)(2) and 36 C.F.R. § 800.5 (c)(2). While the consultation on the objection continues, the BLM may proceed with other portions that are not subject to objection.
2. Should the APE require modification as a result of a refinement in the Plan of Development (POD), the BLM will consult with SHPO for no more than 15 calendar days to reach agreement on the new APE. The BLM will then prepare a description and map(s) of the modified APE and any additional identification efforts and provide them to the project-specific consulting parties within 30 calendar days of the day upon which agreement was reached.
 3. The BLM will review its findings of effect when the sixty-percent design is provided by the Applicant, and provide the results of this review to the project-specific consulting parties. The sixty-percent project design is a conventional engineering milestone and is developed by the Applicant in response to public comment received through the ongoing NEPA process. If significant changes to the project are proposed in the sixty-percent design, a supplemental NEPA or additional Section 106 review may be required. Significant changes can include, but are not limited to: new information, new alternatives, or changes in the proposed project.
 4. Renewable energy project applications proposed outside of DFAs are not given a priority status for processing. For these projects, the Section 106 review timelines will include the 30 day review timelines outlined in Stipulation III (C)(1) above as a minimum, but consultation on the APE and identification efforts, and the determinations and findings for a proposed renewable energy project may take longer than 30 days each.
 5. The BLM shall make reasonable attempts to contact the project-specific consulting parties as defined in Stipulation II to confirm that the party has elected not to comment or agrees with the course of action proposed by the BLM. "Reasonable attempts" include two forms of written communication, including a formal letter and/or email to the Tribal Chairperson and designated representative for the Tribe; and two follow-up phone calls. Unless otherwise agreed to, the BLM shall respond to any request by a project-specific consulting party for

information and clarification about any proposed language or element under this Agreement, within 30 calendar days of receipt of the request. Where the time period for review or comment has passed after such reasonable attempts, the BLM may assume that the project-specific consulting parties have elected not to comment and may proceed with the course of action proposed.

IV. IDENTIFICATION, EVALUATION AND ASSESSMENT OF EFFECTS

The BLM will conduct Section 106 review of all proposed renewable energy project applications within the portions of the LUPA Area that are available for renewable energy project development in accordance with the timelines established in Stipulation III (C) and with the following processes:

A. Area of Potential Effects

1. The BLM will determine the APE for all individual renewable energy projects proposed within the LUPA Area. The APE will be defined based on the accepted POD for the proposed project. The APE for proposed projects will consider the following factors:
 - a) Typically, the BLM may consider the ROW application area, plus any buffers when defining the direct effects APE. Factors considered will include all proposed temporary and permanent, surface and subsurface project components. The components may include, but are not restricted to: all areas where renewable energy generation components are proposed to be constructed; all laydown and construction yards; all linear components including access roads, gas pipelines, water pipelines, transmission line corridors, etc.; all pull-areas associated with transmission line corridors; any helicopter or other alternative equipment use areas; and any other areas associated with project construction where historic properties could sustain direct effects as a result of the project.
 - b) For projects with large ROW application areas, where only a small portion of the ROW would be directly affected by any proposed temporary and permanent, surface and subsurface project components, and where historic properties could sustain direct effects as a result of the project, the BLM shall consider the entire ROW application area as part of the APE but may further distinguish between the potential for direct and indirect effects.
 - c) When defining the APE for indirect effects, the BLM shall consider the area within which historic properties could sustain visual, auditory, and atmospheric effects as a result of the project, and may extend well beyond the ROW application area.

- d) The cumulative effects APE will entirely encompass the direct and indirect APEs and can include reasonably foreseeable effects caused by the undertaking that may occur later in time or be farther removed in distance.
 - e) When defining the APE, the BLM may also consider lands outside of BLM administered public lands where the BLM is required to analyze project impacts under NEPA and effects to historic properties under NHPA as a connected action to the portion of the project proposed on BLM administered public lands within the LUPA Area.
2. The BLM will prepare a description and map(s) of the APE and provide them to the project-specific consulting parties for review and comment and will concurrently request SHPO review pursuant to Stipulation III (C).

B. Identification Efforts

The BLM may require the development of the following types of cultural resources studies to identify and assess adverse effects to historic properties from the construction, operation, maintenance, and decommissioning of individual renewable energy projects. This is not an exhaustive list and additional studies may be required, as necessary. All studies listed here are described in more detail in Appendix E. Non-confidential versions of final reports will be made available to the project-specific consulting parties.

1. The BLM will require the development of a BLM Class I records search and literature review of existing cultural resources information. This information will be used to develop a research design and work plan for all cultural resources studies for the proposed project. The BLM will also develop an ethnographic literature review based on the review of existing information.
 - a) The BLM will send the research design and work plan to the project-specific consulting parties for review and comment and will concurrently request SHPO review and concurrence on the proposed identification efforts, pursuant to Stipulation III (C).
 - b) The BLM will submit the ethnographic literature review to the SHPO, Tribes and Tribal Organizations for review and comment, and to seek any additional information regarding resources in the APE with cultural or religious significance to the Tribes.
2. The BLM will require the development of a new Class III inventory for the entire direct effects APE, except where the following conditions apply: (1) where reliable Class III inventory data already exist; (2) where Class III inventories

greater than 15 years in age may be reliable, with additional review; or (3) where geomorphological or human-caused land disturbances would preclude the existence of historic properties.

3. The BLM will require the development of a geo-archaeological study of the entire direct effects APE. The study will consider natural and archaeological site formation processes to determine the likelihood of subsurface archaeological remains within the APE. The study will utilize information obtained during any geotechnical testing conducted as part of the overall project design process to inform this analysis.
4. The BLM may require the development of a separate indirect effects study for the entire indirect effects APE. The study will consider indirect effects to all known historic properties and other properties identified in consultation with project-specific consulting parties within the indirect effects APE, whose NRHP significance may be adversely affected by visual, auditory, or atmospheric intrusions from the proposed project.
5. The BLM may require the development of a separate historic built-environment study for the entire APE, if there are built-environment resources within the APE that have the potential to be historic properties.
6. The BLM will require a peer review of the studies described in (1) through (5) above, and a final report of the peer review produced, in accordance with Stipulation VI (B)(3) of this Agreement.
7. The BLM will consult with the Tribes and Tribal Organizations to identify any resources that have cultural or religious significance to the Tribes or Tribal Organizations. The BLM may require the development of an ethnographic assessment for the project, if the Tribes or Tribal Organizations indicate that they have additional information that should be considered in the Section 106 review and analysis.

C. Determinations of Eligibility

1. Based on the results of the identification efforts described in (B) above, and the results of the peer review report identified in (B)(6), the BLM will determine if any of the cultural resources identified within the APE, including resources with cultural or religious significance to a Tribe, meets one or more of the NRHP eligibility criteria specified in 36 C.F.R. § 60.4. Resources that meet one or more criteria shall be considered historic properties.

2. Where resources are identified that are evaluated as not eligible under Criteria A-C, and where their Criterion D values are unknown but will be avoided by project design or by implementing protection measures, the BLM will treat such resources as eligible for the NRHP under Criterion D without formal evaluation, for that project only, and their significant values will be avoided. The Applicant must submit a formal letter committing to avoidance of any resources that are unevaluated under Criterion D and avoided.
3. The BLM will submit the agency proposed determinations of eligibility to the project-specific consulting parties for review and comment, and will concurrently request SHPO review and concurrence on the agency proposed determinations of eligibility and findings of effect pursuant to Stipulation III (C).

D. Findings of Effect

1. The BLM shall make findings of effect consistent with 36 C.F.R. § 800.4(d) and identify the type of adverse effect for each effected property in accordance with the criteria established in 36 C.F.R. § 800.5(a)(1) and (2)(i)-(vii).
2. The BLM will submit the agency proposed findings of effect to the project-specific consulting parties for review and comment, and will concurrently request SHPO review and concurrence on the agency proposed determinations of eligibility and findings of effect pursuant to Stipulation III (C).

V. HISTORIC PROPERTIES TREATMENT AND MANAGEMENT

A. Avoidance of historic properties is the preferred method to address adverse effects and the BLM will require avoidance to the maximum extent practicable. Where adverse effects to historic properties from any proposed renewable energy project application within the LUPA Area are identified, the BLM will execute a project-specific MOA pursuant to 36 C.F.R. § 800.6 to fulfill the intent of this Agreement. Historic properties will be treated and managed in accordance with the following processes:

1. Resolution of Adverse Effects
 - a) The BLM will invite the ACHP to participate in the resolution of adverse effects to historic properties should any of the thresholds for ACHP participation identified in Stipulation II (A) be met.
 - b) The BLM will notify and consult with the SHPO, the ACHP (if participating), and project-specific consulting parties regarding the resolution of adverse effects from individual projects.

- c) The BLM will seek agreement to avoid, minimize, or mitigate adverse effects to historic properties. The BLM will execute an MOA with the SHPO and the ACHP (if participating) to conclude the Section 106 process and will file a copy with the ACHP.
- d) The BLM will identify all mitigation measures for historic properties that will be adversely affected by a specific project in an Historic Properties Treatment Plan (HPTP) that will be included as an appendix to the MOA. The Applicant is responsible for implementing all of the terms of the MOA, with BLM oversight. Potential appendices are described in more detail in Appendix D.
- e) Where the BLM, SHPO, and ACHP (if participating) are unable to execute an MOA, the BLM will follow the process at 36 C.F.R. § 800.7.

2. Post-Review Discoveries and Unanticipated Effects

- a) The BLM, in consultation with the SHPO, the ACHP (if participating), and project-specific consulting parties, will develop a comprehensive plan to manage post-review discoveries and unanticipated effects during project construction. The plan will be attached to any project-specific MOA or PA as an appendix, and implemented by the Applicant, with BLM oversight.
- b) Should any post-review discoveries or unanticipated effects occur prior to the development of a monitoring plan, or where an MOA or PA for a specific project has not been executed, the BLM shall follow the process at 36 C.F.R. § 800.13(b).

3. Treatment of Human Remains of Native American Origin

- a) The BLM shall ensure that any Native American human remains, funerary objects, sacred objects, or objects of cultural patrimony discovered on federal lands shall be treated in accordance with the provisions of NAGPRA and its implementing regulations at 43 CFR Part 10.
- b) In consultation with the Tribes and Tribal Organizations for the specific undertaking, the BLM shall seek to develop a written plan of action pursuant to 43 C.F.R. 10.5(e) to manage the inadvertent discovery or intentional excavation of human remains, funerary objects, sacred objects, or objects of cultural patrimony.

- c) The BLM shall ensure that the Native American Heritage Commission is notified so that Native American human remains and/or funerary objects discovered on non-federal lands are treated in accordance with the applicable requirements of the California Public Resources Code at Sections 5097.98 and 5097.991, and of the California Health and Human Safety Code at Section 7050.5(c).
- d) Once the BLM has verified that the requirements of the NAGPRA or California state laws have been met, the BLM may authorize the Applicant to resume operations in the vicinity of the discovery.

4. Historic Properties Management

The BLM shall ensure that an Historic Properties Management Plan (HPMP) will be developed for all projects where historic properties require long term management. The HPMP will be developed in consultation with the SHPO, the ACHP (if participating), and project-specific consulting parties. The HPMP will identify how historic properties will be managed through project Operations and Maintenance, and Decommissioning. The Applicant is responsible for implementing the terms of the HPMP, with BLM oversight.

- B. Creation of new PAs tiered from this Agreement are generally discouraged and are not anticipated, but may be appropriate where any of the conditions pursuant to 36 C.F.R. § 800.14(b)(1) for using a PA are met. Where the BLM determines that a project-specific PA is necessary, the BLM may develop a project-specific PA that tiers from this Agreement, executed pursuant to 36 C.F.R. § 800.14(b) and consistent with Stipulation I (B)(2) herein, instead of following the process outlined in Subpart A above.
 - 1. The BLM will notify the ACHP, SHPO, Tribes and Tribal Organizations, and other potential consulting parties of its intent to develop a project-specific PA and invite the parties to participate in its development as appropriate pursuant to 36 C.F.R. § 800.2(c) to consult and participate in the development of the PA.
 - 2. The PA shall be consistent with requirements of 36 C.F.R. § 800.14 (b). It shall address, but is not limited to, a process for: determination of the APE, identification and evaluation of historic properties, consideration of provisions requiring ethnographic data collection, determination of adverse effects to historic properties, incorporating design changes to avoid or minimize adverse effects to historic properties, development of an HPMP for those projects with historic properties that require management or monitoring for avoidance and protection within or near a project's boundaries, development and implementation of an HPTP for incorporating methods for avoiding, minimizing, or mitigating adverse effects, and amending the PA, resolving disagreements, and terminating the PA.

The Applicant is responsible for implementing all of the terms of the PA, with BLM oversight.

VI. CONSERVATION MANAGEMENT ACTIONS

The CMAs in this section are consistent with the general purpose of this Agreement detailed in Stipulation I. These CMAs do not replace the adverse effect resolution measures that will be developed in consultation on individual renewable energy projects. Instead, these CMAs provide a programmatic framework for specific regional scale commitments that the BLM is making to avoid, minimize, and mitigate cumulative effects to historic properties associated with renewable energy project development in the LUPA Area.

A. Cultural Resources Sensitivity Analysis

1. Renewable energy project Applicants will consider the results of a cultural resources sensitivity analysis using the BLM geodatabase of recorded archaeological sites and other known resources as part of the initial planning pre-application process described in Stipulation III (B). The cultural resources sensitivity analysis is to be used to select specific footprints for further consideration that will minimize impacts to recorded cultural resources including places with cultural and religious significance to Tribes. If the proposed project footprint lies within an area identified or forecast as sensitive for cultural resources the Applicant must provide justification in the application for why the project merits further consideration. The justification from the Applicant to proceed with an application will be project and resource specific, and is intended to inform the Consulting Parties. Sensitivity analysis will not replace required project-specific identification efforts but rather is intended to identify resource patterns. Details revealing specific cultural resources or other information will remain confidential and this process will remain consistent with Stipulation VIII (C).
2. A committee comprised of a subset of the Consulting Parties will be established to work with the BLM to define how the data from recorded archaeological sites and other known resources in the geodatabase will be used and depicted as more sensitive or less sensitive for cultural resources so that the general information can be used by Applicants during the initial planning pre-application process. At a minimum, the committee will include at least one representative from each of the following interest groups: SHPO, Tribes and Tribal Organizations, other agencies, archaeological and historic preservation groups, and Applicants.
3. The committee will develop this process within one year, or other period as determined by the Signatories, of execution of this Agreement. A summary of how the cultural resources sensitivity analysis was developed for use in the pre-

application process will be provided to all Consulting Parties for a 30 day review and comment period. After the 30 day review and comment period, the BLM will consider all comments received, revise the process as appropriate, and provide the final summary to all Consulting Parties. Details regarding the development and implementation of the sensitivity analysis will be included as Appendix F to this Agreement. Renewable energy project applications processed after the execution of this Agreement but prior to the development of the sensitivity analysis will not benefit from the analysis, but will use information obtained from the project-specific identification efforts as described in Stipulation IV (B).

4. In accordance with the reporting intervals described in Stipulation VII, the BLM will provide a report of the status of the geodatabase and its use for informing the pre-application to the Consulting Parties.

B. Peer Review Process

1. When the BLM accepts a renewable energy project application, the Applicant will hire a third-party cultural resources consultant to provide cultural resources technical support to the BLM. This support will include, but not be limited to, assisting the BLM as needed throughout the processes identified in Stipulations IV and V. The BLM must review and approve the scope of work for the third-party cultural resources consultant's services. Third-party cultural resources consultants must meet the same permitting requirements as the cultural resources consultant, consistent with Stipulation VIII (A), and report directly to the BLM lead archaeologist for the project. The purpose of the third-party peer review is to ensure information accuracy and consistency with all BLM requirements and to assist the BLM in meeting its Section 106 compliance requirements.
2. Third-party peer reviews may include, but are not limited to the following activities:
 - a) Review of all documents developed for a project.
 - b) Review of all fieldwork conducted by the cultural resources consultants, including on-site check-ins during fieldwork and post-fieldwork field verification assessments.
 - c) Third party consultant may also complete other tasks to assist the BLM with meeting its Section 106 compliance requirements including, but not limited to: drafting letters, meeting coordination, and consulting party coordination.

3. The results of the field verification and review of the information presented in the technical report will be documented in a summary report to be submitted to the BLM within 60 days of completion of the peer review of those components. The BLM will review and approve the final third-party peer review report.
4. The BLM will consider the information presented in the third-party peer review when making determinations and findings for the project consistent with Stipulation IV (C) and (D).

C. Compensatory Mitigation Fee for Cumulative Effects

1. The BLM will impose a compensatory mitigation fee for all approved renewable energy projects within the LUPA Area to address cumulative and some indirect adverse effects to historic properties. The mitigation fee will be calculated in a manner that is commensurate to the size and regional impacts of the project, the details of which will be established in Appendix G.
2. The same committee identified in Stipulation VI (A)(2) for the development of the Cultural Resources Sensitivity Analysis in Appendix F will establish how compensatory mitigation fees will be used. Individual mitigation efforts will be organized along one of four broad themes within the LUPA Area:
 - a) Regional research to address gaps in knowledge or to address synthesis of regional data
 - b) Education, training, interpretation, and outreach regarding cultural resources
 - c) Maintenance/retention of social and cultural heritage values of people affiliated with LUPA Area
 - d) Acquisitions of additional land to be brought into Federal conservation within the LUPA Area due to important cultural values
3. The committee will develop a process for the management and use of the compensatory mitigation fees within six months, or other period as determined by the Signatories, of execution of this Agreement and provide to all Consulting Parties for a 30 day review and comment period. After the 30 day review and comment period, the BLM will consider all comments received, revise the document as appropriate, and provide the final version to all Consulting Parties. The final document will be included as Appendix G to this Agreement.

4. In accordance with the reporting intervals described in Stipulation VII the BLM will provide a report on the status of all activities funded with compensatory mitigation fees, a review of the effectiveness of ongoing activities, and discuss future activities with the Consulting Parties.

D. Cultural Resources Training

1. The BLM will facilitate training in Section 106 of the NHPA and construction compliance for all Consulting Parties, and all future project-specific consulting parties, to enhance the consultation process for all renewable energy projects by encouraging better information sharing and communication. This training will be in addition to the Worker Environmental Awareness Training required by the BLM for all project construction personnel.
 - a) Section 106 of the NHPA training will be funded by the regional mitigation fee and will be open to all Consulting Parties, and all future project-specific consulting parties, . The need for additional Section 106 of the NHPA training will be assessed in the annual report identified in Stipulation VII.
 - b) All approved renewable energy projects will hold a single, in-person construction compliance training for all cultural resources compliance personnel, including contractors, the Applicant, and the BLM prior to the start of construction. Training will include an introduction to all applicable cultural compliance documents and requirements for construction, sensitivity training by a designated Tribal representative, and a visit to the project site. This project-specific training will be funded by the Applicant, approved by the BLM, and conducted by the cultural resources contractor.

VII. REPORTING REQUIREMENTS

- A. The BLM acknowledges the complexity and scale of the Undertaking and will continue to facilitate meaningful consultation throughout the life of this Agreement. The implementation and operation of this Agreement shall be evaluated on an annual basis by the Consulting Parties for the first five (5) years after the signing of the Agreement and the implementation of the Undertaking. The BLM shall prepare an annual letter report summarizing the fulfillment of the stipulations contained within this Agreement. The report will be submitted to all Consulting Parties by January 31, 2017, for the initial reporting period, and by January 31 for all subsequent reporting years.
 1. The annual letter report shall include a general summary of actions processed under this Agreement, a report of the implementation of the CMAs; an accounting of the projects where regional mitigation fees have been collected; a description

of the mitigation projects that have been, or are being funded with the fee money, and a discussion of additional mitigation projects that should be considered.

2. If the BLM reports activity under this Agreement, the BLM may hold a Consulting Parties meeting, either in-person or via a conference call, to evaluate the activities conducted under this Agreement during the reporting year, discuss overall trends in project implementation under this Agreement, and address program-level concerns with implementation of this Agreement. The Consulting Parties may provide suggestions for modifications to this Agreement based on information shared at reporting meetings.

- B. At the fifth year, the BLM shall prepare a letter report and meet with the Consulting Parties to evaluate the implementation and operation of this Agreement and consult regarding the reporting intervals.

VIII. STANDARDS AND QUALIFICATIONS

- A. PROFESSIONAL QUALIFICATIONS. All actions prescribed by this Agreement shall be carried out by or under the direct supervision of a person or persons meeting, at a minimum, the applicable professional qualification standards set forth in the Office of Personnel Management professional qualifications for archaeology and historic preservation, or the Secretary of the Interior's Professional Qualifications Standards (PQS), as appropriate (48 Fed. Reg. 44739 dated September 29, 1983, and C.F.R. § 61. The PQS are also available online at: http://www.nps.gov/history/local-law/arch_stnds_9.htm). Individuals must also meet the regional experience or other requirements of a BLM-issued Cultural Resources Use Permit issued under the authority of Archaeological Resources Protection Act of 1979 (ARPA) (16 U.S.C. 470aa-mm) and its regulations (43 CFR 7), the Antiquities Act of 1906 (P.L. 59-209; 34 Stat. 225, 16 U.S.C. 431-433) and its regulations (43 CFR 3), and/or the Federal Land Policy and Management Act of 1976 (FLPMA)(Public Law 94-570). However, nothing in this Stipulation may be interpreted to preclude any party qualified under the terms of this paragraph from using the services of persons who do not meet the PQS, so long as the work of such persons is directly supervised in the field and laboratory by someone who meets the PQS.
- B. DOCUMENTATION STANDARDS. Reporting on and documenting the actions cited in this Agreement shall conform to every reasonable extent with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (48 Fed. Reg. 44716-40 dated September 29, 1983), as well as, the BLM 8100 Manual, the Archaeological Resource Management Reports (ARMR): Recommended Contents and Format (ARMR Guidelines) for the Preparation and Review of Archaeological Reports, and any specific and applicable county or local requirements or report formats. This list represents the guidelines available during development of this Agreement. Should the

guidelines be updated after the execution of this Agreement, the latest versions will take precedent. In the event that any guidelines are modified in the future to conflict with this Agreement, the BLM shall notify all Consulting Parties and will consult to determine how this Agreement should be revised, if necessary, pursuant to Stipulation IX.

- C. **CONFIDENTIALITY.** Information concerning the nature and location of any historic property, archaeological resource (historic or prehistoric), or other confidential cultural resource will be considered sensitive and protected from release under the provisions of the Freedom of Information Act (FOIA)(5 U.S.C. 552, as Amended by Public Law No. 104-231, 110 Stat. 3048), Section 9 of ARPA(16 U.S.C. 470hh), Section 304 of the NHPA (54 USC § 307103), and Executive Order 13007. For the purposes of consultation under this Agreement, the Agency official may release certain information for the benefit of the resource. Consideration may result in the sharing of summary reports that do not contain sensitive location information. The BLM will only consider the release of complete reports or other information concerning the nature and location of any historic property, archaeological resource, or other confidential cultural resource to a project-specific consulting party with a demonstrated interest in the information requested and a signed data sharing agreement. All Consulting Parties to this Agreement will ensure that all sensitive information is protected from release.
- D. **CURATION STANDARDS.** On BLM-administered land, all records and materials resulting from the actions cited in Stipulation IV and V of this Agreement shall be curated in accordance with 36 C.F.R. § 79, and the provisions of the NAGPRA, 43 C.F.R. § 10, as applicable. To the extent permitted under Sections 5097.98 and 5097.991 of the California Public Resources Code, the materials and records resulting from the actions cited in Stipulations IV and V of this Agreement for private lands shall be curated in accordance with 36 C.F.R. § 79, with the consent of the private property owner.

IX. AMENDMENTS TO THE AGREEMENT

- A. Consulting Parties may request amendments to this Agreement. Upon receipt of a request to amend this Agreement, the BLM will immediately notify the other Consulting Parties and initiate a 30 day period in which all Parties shall consult to consider such amendments.
- B. This Agreement may be amended when such an amendment is agreed to in writing by all Signatories. Amendments to this Agreement shall take effect on the dates that they are fully executed by the Signatories.
- C. Modifications, additions, or deletions to the appendices made as a result of continuing consultation among the Consulting Parties do not require this Agreement to be amended.

X. DISPUTE RESOLUTION

- A. Should the Signatories object at any time to the manner in which the terms of this Agreement are implemented the BLM will immediately notify all Consulting Parties and consult with the other Signatories to resolve the objection. The other Consulting Parties may comment on the objection to the BLM.
1. If the objection can be resolved within a 30 day consultation period (or other period as determined by the Signatories), the BLM may authorize the disputed action to proceed in accordance with the terms of such resolution.
 2. If the objection cannot be resolved through such consultation, the BLM will forward all documentation relevant to the objection to the ACHP. Any comments provided by the ACHP within 30 days after its receipt of all relevant documentation will be taken into account by the BLM in reaching a final decision regarding the objection. The BLM will notify all Consulting Parties in writing of its final decision within 14 days after it is rendered and will move forward based on its final decision.
- B. The BLM's responsibility to carry out all other actions under this Agreement that are not the subject of the objection will remain unchanged.
- C. At any time during implementation of the terms of this Agreement, should an objection pertaining to this Agreement be raised by a Concurring Party, the BLM shall immediately notify all Consulting Parties, in writing, consult with the SHPO about the objection, and take the objection into account. The other Consulting Parties may comment on the objection to the BLM. The BLM shall consult with the objecting party for no more than 30 days. Within 14 days following closure of consultation, the BLM will render a final decision regarding the objection, taking into account all comments from the parties regarding the objection, and proceed accordingly after notifying all parties of its decision, in writing.

XI. TERMINATION

- A. If any Signatory to this Agreement determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation IX above.
- B. If within sixty (60) days an amendment cannot be developed, a Signatory to this Agreement may initiate termination by providing written notice to the other parties of their intent.

- C. Should this Agreement be terminated the BLM may execute a new Memorandum of Agreement pursuant to 36 CFR 800.6 or Programmatic Agreement pursuant to 36 CFR 800.14(b); or request, take into account, and respond to the comments of the ACHP pursuant to 36 CFR 800.7. The BLM shall notify the Consulting Parties to this Agreement as to the course of action it will pursue.

XII. DURATION OF THE AGREEMENT

- A. Unless this Agreement is terminated pursuant to Stipulation XI, this Agreement will remain in full force and effect for twenty (20) years from the date of its execution.
- B. This Agreement will expire if the LUPA or the stipulations of this Agreement have not been initiated within five (5) years from the date of its execution. Prior to such time, the BLM will consult with the Consulting Parties on whether to extend this Agreement or reconsider the terms of this Agreement and amend it in accordance with Stipulation IX. The BLM shall notify the Consulting Parties as to the course of action it will pursue 90 days before the 5-year anniversary of the execution of this Agreement.

XIII. EFFECTIVE DATE

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

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

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SIGNATORY PARTIES

U.S. BUREAU OF LAND MANAGEMENT

Jerome E. Perez Date
State Director

CALIFORNIA STATE HISTORIC PRESERVATION OFFICER

Julianne Polanco Date
State Historic Preservation Officer

ADVISORY COUNCIL ON HISTORIC PRESERVATION

Milford Wayne Donaldson, FAIA Date
Chairman
Advisory Council on Historic Preservation

**APPENDIX A:
INVITED CONSULTING PARTIES**

APPENDIX A

List of parties notified and invited to consult on the development of this Agreement

Federally Recognized Indian Tribes

Agua Caliente Band of Cahuilla Indians
Augustine Band of Cahuilla Indians
Barona Band of Mission Indians
Big Pine Tribe of the Owens Valley
Bishop Paiute Tribe
Cabazon Band of Mission Indians
Cahuilla Band of Mission Indians
Campo Band of Mission Indians
Chemehuevi Indian Tribe
Cocopah Indian Tribe
Colorado River Indian Tribes
Ewiiapaayp Band of Kumeyaay Indians
Fort Independence Band of Paiute Indians
Fort Mojave Indian Tribe
Fort Yuma Quechan Tribe
Inaja-Cosmit Band of Mission Indians
Jamul Indian Village
La Jolla Band of Luiseno Indians
La Posta Band of Kumeyaay Indians
Las Vegas Tribe of Paiute Indians
Lone Pine Paiute-Shoshone Tribe
Los Coyotes Band of Cahuilla and Cupeno Indians
Manzanita Band of Kumeyaay Indians
Mesa Grande Band of Mission Indians
Moapa Band of Paiute Indians
Morongo Band of Mission Indians
Pala Band of Mission Indians
Pauma/Yuima Band of Mission Indians
Pechanga Band of Mission Indians
Ramona Band of Mission Indians
Rincon Luiseno Band of Indians
San Manuel Band of Mission Indians
San Pasqual Band of Diegueno Indians
Santa Rosa Band of Mission Indians
Santa Ynez Band of Mission Indians
Santa Ysabel Band of Diegueno Indians
Soboba Band of Luiseno Indians
Sycuan Band of Kumeyaay Nation
Tejon Indian Tribe

Timbisha Shoshone Tribe
Torres-Martinez Desert Cahuilla Indians
Tule River Reservation
Twenty-Nine Palms Band of Mission Indians
Utu Utu Gwaitu Paiute Tribe
Viejas Band of Kumeyaay Indians

Non-Federally Recognized Indian Tribes and Tribal Organizations

Kawaiisu Tribe
Kern Valley Indian Council
Kern Valley Paiute Council
Kwaaymii Laguna Band of Indians
Monache Intertribal Association
Pahrump Paiute Tribe
Tubatulabals of Kern Valley

Federal Agencies

Bureau of Indian Affairs
National Park Service - Pacific West Region
 Death Valley National Park
 Joshua Tree National Park
 Juan Bautista De Anza National Historic Trail
 Manzanar National Historic Site
 Mojave National Preserve
 Old Spanish National Historic Trail
U.S. Environmental Protection Agency
U.S. Fish and Wildlife Service - National Wildlife Refuge System
 Ash Meadows National Wildlife Refuge
 Coachella National Wildlife Refuge
 Salton Sea National Wildlife Refuge
U.S. Forest Service – Region 5
 Angeles National Forest
 Cleveland National Forest
 Inyo National Forest
 San Bernardino National Forest
 Sequoia National Forest
Department of Defense:
U.S. Air Force
 Edwards Air Force Base
 Chocolate Mountain Aerial Gunnery Range
U.S. Army - Office of the Deputy Assistant Secretary
U.S. Marine Corps - Installations West
 Air Ground Combat Center, Twentynine Palms

Marine Corps Air Station, Yuma, Arizona
Marine Corps Logistics Base Barstow
U.S. Navy Region - Southwest
Naval Air Weapons Station China Lake
Naval Air Facility El Centro
U.S. Army Corps of Engineers

State Agencies

California Department of Fish and Wildlife
California Department of Transportation
District 6
District 7
District 8
District 9
District 11
California Energy Commission
California Historic Resources Information Centers
Eastern Information Center
South Coastal Information Center
Southern San Joaquin Valley Info Center
California Independent System Operator
California Public Utilities Commission
California State Lands Commission
California State Parks
Governor's Office of the Tribal Advisor
Native American Heritage Commission
State Historic Resources Commission

Local Agencies

Counties:

Imperial County
Inyo County
Kern County
San Bernardino County
San Diego County

Cities:

City of California City
City of Hesperia
City of Lancaster
City of Victorville

Water/Irrigation Districts:

Antelope Valley-East Kern Water Agency
Apple Valley Ranchos Water Company

California Water Service Company
Hi-Desert Water District
Indian Wells Valley Water District
Inyo County Water Department
Imperial Irrigation District
Joshua Basin Water District
Lake Elizabeth Mutual Water Company
Littlerock Creek Irrigation District
Los Angeles County Waterworks Districts
Mammoth Community Water District
Metropolitan Water District Headquarters
Mojave Water Agency
Palm Ranch Irrigation District
Palo Verde Irrigation District
Quartz Hill Water District
Tehachapi-Cummings County Water District
Twentynine Palms Water District
Victorville Water District

Others:

City of Tehachapi Public Works
Death Valley Chamber of Commerce
Golden Hills Community Services District
Heber Public Utility District
Lone Pine Chamber of Commerce
Los Angeles County Planning Division
Riverside Co Regional Parks & Open Space District
Riverside County Planning Department
Rosamond Community Services District
Salton Community Services District
San Bernardino County Department of Public Works
San Bernardino County Special Districts Department

Organizations

Alliance for Historic Landscape Preservation
Amargosa Conservancy
Amargosa Opera House and Hotel
American Motorcyclist Association
American Rock Art Research Association
American Society of Landscape Architects
Anza Trail Foundation
Basin and Range Watch
California Archaeological Site Stewardship Program
California Archaeology Journal

California Association of Off-Road Vehicles
California Historic Route 66 Association
California Missions Foundation
California Native Plant Society
California Off-Road Vehicle Association
California Preservation Foundation
California Unions for Reliable Energy (Adams Broadwell Joseph & Cardozo)
California Wind Energy Association
Center for Biological Diversity
Center for Energy Efficiency & Renewable Technologies
Conference of California Historical Societies
Death Valley Conservancy
Death Valley Natural History Association
Defenders of Wildlife
Desert Renewable Energy Tribal Coalition
Environmental Consulting
Friends of El Mirage
Friends of Jawbone
Friends of Manzanar
Friends of Public Lands Cabins
Friends of the Desert Mountains
Friends of the Eastern California Museum
Friends of the Inyo
Historic American Landscape Survey
Historic Roads Marriott & Associates
Independent Civic Club
Joshua Tree National Park Association
Journal of California and Great Basin Anthropology
La Cuna de Atzlan Sacred Sites Protection Circle
Los Angeles Conservancy
Mojave Desert Land Trust
Mojave National Preserve Conservancy
Morongo Basin Conservation Association
National Historic Route 66 Federation
National Public Lands News
National Scenic Byway Foundation
National Trust for Historic Preservation
Natural Resources Defense Council
Off-Road Business Administration
Old Spanish Trail Association
Research Issues in San Diego Prehistory
Resources Law Group LLP
Roadside Heritage

Route 66 Preservation Foundation
Save our Desert
Scenic America
Sierra Club
Society for American Archaeology
Society for California Archaeology
Society for Historical Archaeology
Society for the Conservation of Bighorn Sheep
Society of Architectural Historians
Southern California Railway Plaza Association
The Archaeological Conservancy
The California Wilderness Coalition
The Cultural Landscape Foundation
The Nature Conservancy
The Wilderness Society
The Wildlands Conservancy
Union of Concerned Scientists
United Four Wheel Drive Association
USDA Natural Resources Conservation Service

Academic Institutions

East Carolina University
California State Polytechnic University Pomona
California State University:
 Dominguez Hills Department of Anthropology
 Fullerton Department of Anthropology
 Northridge Department of Anthropology
 Sacramento Department of Anthropology
 San Marcos Department of Anthropology
 San Bernardino Department of Anthropology
 San Diego Department of Anthropology
University of California:
 Davis Department of Anthropology
 Irvine History Department
 Los Angeles Cotsen Institute of Archaeology
 Los Angeles Department of Anthropology
 Riverside Department of Anthropology

Museums & Historical Societies

Associated Historical Societies of LA County
Autry National Center of the American West
Bishop Museum & Historical Society
California Garden & Landscape History Society

Coachella Valley Archaeological Society
Conference of California Historical Societies
Eastern California Museum
General Patton Museum
Historical Society of the Upper Mojave Desert
Imperial Valley Desert Museum
Imperial County Historical Society Pioneers Park Museum
Laws Museum
Malki Museum
Maturango Museum
Mojave Desert Heritage & Cultural Association
Mojave River Valley Museum
National Railway Historical Society
Pacific Coast Archaeological Society
Palo Verde Historical Museum & Society
Railway & Locomotive Historical Society
Riverside Historical Society
San Bernardino County Museum
San Diego Archaeological Center
San Diego Archaeological Society
San Diego History Center
Searles Valley Historical Society
Shoshone Village Museum and Inn
San Bernardino Historical Society

Industry Representatives

Abengoa Solar
AGG Associates
Applied Earthworks
ASM Affiliates
Bechtel Energy
Brightsource
Celtic Energy
EDF Renewables
EnXco
Far Western Archaeological Research Group
First Solar
Geothermal Energy Association
Iberdrola Renewables
Jill K. Gardner & Associates, Inc.
K Road Power
Large Scale Solar Association
LightSource Renewables

NextEra Energy Resources
Pacific Gas & Electric Company
Recurrent Energy
Renewable Resources Group
Resource Sciences and Planning
Solar Reserve
Sempra Energy Utilities
Southern California Edison
SoCal Gas
Statistical Research, Inc.
Tenaska
TerraGen

Individuals

Claude Warren
Jim Mattern
Mark Algazy
Matt Bischoff
Sophia Ann Merk

**APPENDIX B:
DEFINITIONS AND ACRONYMS**

APPENDIX B

Definition of Terms

Adverse Effects: An adverse effect is found when an undertaking may alter, directly or indirectly, any of the characteristics of a historic property that qualify the property for inclusion in the NRHP in a manner that would diminish the integrity of the property's location, design, setting, materials, workmanship, feeling, or association. Consideration shall be given to all qualifying characteristics of a historic property, including those that may have been identified subsequent to the original evaluation of the property's eligibility for the NRHP. Adverse effects may include reasonably foreseeable effects caused by the undertaking that may occur later in time, be farther removed in distance or be cumulative.

Agreement: Agreement refers to this Programmatic Agreement which has been developed to consider adverse effects to historic properties from the BLM Land Use Plan Amendment (LUPA) associated with the Desert Renewable Energy Conservation Plan (DRECP).

Area of Potential Effects: The Area of Potential Effects (APE) is defined as the total geographic area or areas within which a project may directly or indirectly cause alterations in the character or use of historic properties per 36 C.F.R. § 800.16(d). The APE is influenced by the scale and nature of an undertaking and includes those areas which could be affected by a project prior to, during and after construction.

Class I – Existing Information Inventory and Overview: A professionally prepared study that includes a compilation and analysis of all reasonably available cultural resource data and literature, and a management-focused, interpretive, narrative overview, and synthesis of the data. Full definition for all three survey classes is available in the BLM 8110 Manual.

Class II – Probabilistic Field Survey: A statistically based sample survey, designed to aid in characterizing the probable density, diversity, and distribution of cultural properties in an area, to develop and test predictive models, and to answer certain kinds of research questions. Within individual sample units, survey aims, methods, and intensity are the same as those applied in Class III survey.

Class III – Intensive Field Survey: A professionally conducted, systematic pedestrian survey of an entire target area, intended to locate and record all historic properties.

Concurring Parties: Collectively refers to consulting parties with a demonstrated interest in the DRECP LUPA, who agree, through their signature, with the terms of this Agreement. Signing of this Agreement by a Concurring Party indicates participation in the Section 106 consultations and acknowledgment that their party's views were taken into consideration, but does not indicate approval of the outcome of the NEPA analysis for the LUPA nor does it indicate a preference for

or endorsement of a specific alternative. Concurring Parties may propose amendments to this Agreement.

Connected Action: Refers to any proposed project or portions of a proposed project that is located on non-federal lands, but which would require a ROW grant from the BLM to proceed, and is therefore subject to Section 106 of the NHPA review and compliance by the BLM.

Conservation Management Actions (CMAs): As part of the proposed LUPA, CMAs would include proposed changes to the existing management plans concerning cultural resources and tribal interests, as defined in this Agreement.

Consulting Parties: Collectively refers to the Signatories and Concurring Parties, and shall include Tribes or Tribal Organizations regardless of their decision to sign this Agreement.

Cultural Resource: A cultural resource is an object or definite location of human activity, occupation, use, or significance identifiable through field inventory, historical documentation, or oral evidence. Cultural resources are prehistoric, historic, archaeological, or architectural sites, structures, buildings, places, or objects and locations of traditional cultural or religious importance to specified social and/or culture groups. Cultural resources include the entire spectrum of objects and places, from artifacts to cultural landscapes, without regard to eligibility for inclusion on the National Register of Historic Places (NRHP).

Cultural Resources Sensitivity Analysis: GIS modelling of known archaeological resources to consider the archaeological sensitivity of a given area. The goal of the cultural resources sensitivity analysis is to select specific renewable energy project footprints for further consideration that will minimize impacts to cultural resources.

Desert Renewable Energy Conservation Plan (DRECP): The DRECP is an interagency strategy to provide for renewable energy projects and for the conservation of sensitive species, ecosystems, and cultural resources in California's Mojave and Colorado/Sonoran deserts.

Development Focus Areas (DFAs): Areas available for solar, wind and geothermal development and transmission. An application within a DFA would still go through the BLM right-of-way process including environmental and Section 106 review, but would benefit from the DRECP environmental document and this Agreement. See Appendix C for more information.

Evaluation: The application of the National Register eligibility criteria, 36 CFR § 60.4.

Historic Properties: Cultural resources that are included in, or eligible for inclusion in, the NRHP maintained by the Secretary of the Interior and per the NRHP eligibility criteria at 36 C.F.R. § 60.4 and may include any prehistoric or historic district, site, building, structure, traditional cultural property or object. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious

and cultural importance to an Indian tribe or Native Hawaiian organization that meet the NRHP criteria. The term “eligible for inclusion in the NRHP” refers both to properties formally determined as such in accordance with regulations of the Secretary of the Interior and all other properties that meet the NRHP criteria.

Identification: The general term for the component of BLM's cultural resource management program that includes locating, recording, and determining the legal, scientific, public, and conservation values of cultural resources, i.e., giving cultural resources a management identity.

Inventory: a term used to refer to both a record of cultural resources known to occur within a defined geographic area, and the methods used in developing the record. Depending on intended applications for the data, inventories may be based on (a) compilation and synthesis of previously recorded cultural resource data from archival, library, and other indirect sources; (b) systematic examinations of the land surface and natural exposures of the subsurface (survey) for indications of past human activity as represented by artificial modifications of the land and/or the presence of artifacts; and (c) the use of interviews and related means of locating and describing previously unrecorded or incompletely documented cultural resources, including those that may not be identifiable through physical examination.

Lands Administered by the U.S. Department of Interior, Bureau of Land Management (BLM): Any federal lands under the administrative authority of the BLM.

Land Use Plan Amendment (LUPA): BLM land use plan amendment developed pursuant to 43 C.F.R. § 1610.4. See Appendix C for more information.

Literature Review: A literature review is one component of a BLM class I inventory, as defined in BLM Manual Guidance 8110.21(A)(1), and is a professionally prepared study that includes a compilation and analysis of all reasonably available cultural resource data and literature, and a management-focused, interpretive, narrative overview, and synthesis of the data. The overview may also define regional research questions and treatment options.

Memorandum of Agreement (MOA): The document that records the terms and conditions agreed upon to resolve the adverse effects of an undertaking upon historic properties.

National Programmatic Agreement: Agreement among the BLM, ACHP, and National Conference of State Historic Preservation Officers which defines how the BLM plans for and manages cultural resources under its jurisdiction in accordance with the spirit and intent of Section 106 of the NHPA, consistent with 36 C.F.R. § 800, and consistent with its other responsibilities for land-use planning and resource management under FLPMA, NEPA, other statutory authorities, and executive orders and policies.

National Register: The National Register of Historic Places, expanded and maintained by the Secretary of the Interior, as authorized by section 2(b) of the Historic Sites Act and section

101(a)(1)(A) of the National Historic Preservation Act. The National Register lists cultural properties found to qualify for inclusion because of their local, State, or national significance. Eligibility criteria and nomination procedures are found in 36 C.F.R. § 60. The Secretary's administrative responsibility for the National Register is delegated to the National Park Service.

Peer Review: Process by which a third-party cultural resources consultant is hired to assist the BLM's review of all work conducted by the main cultural resources consultant to ensure accuracy and consistency of information provided.

Plan Amendment: The process of considering or making changes in the terms, conditions, and decisions of approved plans. Usually only one or two issues are considered that involve only a portion of the planning areas.

Programmatic Agreement (PA): A document that records the terms and conditions agreed upon to resolve the potential adverse effects of a Federal agency program, complex undertaking or other situations in accordance with 36 C.F.R. § 800.14 (b).

Project-specific consulting parties: Project-specific consulting parties are identified in accordance with 36 C.F.R. § 800.2 (c). This includes all parties with a demonstrated interest in a specific renewable energy project application, or the historic properties located within the APE of a specific renewable energy project application, and are involved in the Section 106 consultation for that project.

Records Search: A records search is one component of a BLM class I inventory and an important element of a literature review. A records search is the process of obtaining existing cultural resource data from published and unpublished documents, BLM cultural resource inventory records, institutional site files, State and national registers, interviews, and other information sources.

Renewable Energy Project: All renewable energy production and transmission right of way authorizations and portions of connected actions, for solar, wind, geothermal production, and transmission lines that also include appurtenant facilities.

Signatories: Parties that have the sole authority to execute, amend, or terminate this Agreement. Signatories to this Agreement are the BLM, SHPO, and ACHP.

Solar PA: A Section 106 Programmatic Agreement for solar energy development right-of-way applications on public lands managed by the BLM in six western states, where the BLM is the lead federal agency. Available online at: http://solareis.anl.gov/documents/docs/Solar_PA.pdf

Tiering: Tiering is a form of incorporation by reference that refers to previous documents and decisions. Tiering allows the scope of analysis for individual projects to be narrowed to focus on

specific issues. All future MOAs and PAs developed for individual renewable energy projects within the LUPA Area will be tiered from this Agreement.

Traditional Cultural Property (TCP): A traditional cultural property is defined generally as a property that is important to a living group or community because of its association with cultural practices or beliefs that (a) are rooted in that community's history, and (b) are important in maintaining the continuing cultural identity of the community. It is a location that may figure in important community traditions. These places may or may not contain features, artifacts, or physical evidence, and are usually identified through consultation with the respective community. A traditional cultural property may be eligible for inclusion in the NRHP and the CRHR.

Tribal Organizations: The non-Federally recognized Indian tribes and Native American organizations that the BLM is consulting with on the BLM LUPA for Phase 1 of the DRECP.

Tribes: The federally recognized Indian tribes that the BLM is consulting with on the BLM LUPA for Phase 1 of the DRECP.

Undertaking: Collectively refers to all projects, activities, or programs funded in whole or in part under the direct or indirect jurisdiction of the BLM, including those carried out by or on behalf of a federal agency; those carried out by federal financial assistance; and those requiring a federal permit, license, or approval.

Variance Process Lands (VPL): These areas would be potentially available for renewable energy project development but would require a more extensive pre-application process to collect additional information before BLM makes a determination on a project application. See Appendix C for more information.

Common Acronyms

ACEC	Area of Critical Environmental Concern
ACHP	Advisory Council on Historic Preservation
AIRFA	American Indian Religious Freedom Act
APE	Area of Potential Effects
ARMR	Archaeological Resource Management Report
ARPA	Archaeological Resources Protection Act
BLM	Bureau of Land Management
BMP	Best Management Practice
CEQA	California Environmental Quality Act
CDCA	California Desert Conservation Area
CFR	Code of Federal Regulations
CMA	Conservation Management Action

CRHR	California Register of Historic Resources
DFA	Development Focus Area
DOI	Department of the Interior
DPR	Department of Parks and Recreation
DRECP	Desert Renewable Energy Conservation Plan
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
FLPMA	Federal Land Policy and Management Act
FOIA	Freedom of Information Act
GIS	Geographic Information System
GPS	Global Positioning System
HPMP	Historic Properties Management Plan
HPTP	Historic Properties Treatment Plan
IM	Instruction Memorandum
LUPA	Land Use Plan Amendment
MOA	Memorandum of Agreement
NAGPRA	Native American Graves Protection and Repatriation Act
NCL	National Conservation Land
NEPA	National Environmental Policy Act
NHL	National Historic Landmark
NHPA	National Historic Preservation Act
NHT	National Historic Trail
NPS	National Park Service
NRHP	National Register of Historic Places
PA	Programmatic Agreement
PEIS	Programmatic Environmental Impact Statement
POD	Plan of Development
PQS	Professional Qualifications Standards
RMP	Resource Management Plan
ROD	Record of Decision
ROW	Right-of-way
SHPO	State Historic Preservation Officer
SRMA	Special Recreation Management Area
TCP	Traditional Cultural Property
VPL	Variance Process Land

**APPENDIX C:
BLM LAND USE PLAN AMENDMENT DESCRIPTION**

APPENDIX C

BLM Land Use Plan Amendment

The DRECP (BLM, CEC, USFWS, and CDFW) agencies announced in March 2015 that the DRECP will be finalized following a phased approach, starting with the BLM public lands component. The BLM will decide whether to amend the California Desert Conservation Area (CDCA) Plan, as currently amended, as well as the Bakersfield and Bishop Resource Management Plans (RMPs). These Land Use Plan Amendments (LUPA) would identify (1) desired outcomes expressed as specific goals and objectives and (2) allowable uses and management actions designed to achieve those specific goals and objectives. Renewable energy projects are defined for the purposes of this Programmatic Agreement as any renewable energy project or transmission right-of-way (ROW) application and any connected actions, for solar, wind, geothermal production, and transmission lines that also includes appurtenant facilities.

Through the LUPA, renewable energy projects would be allowed in Development Focus Areas (DFA), Variance Process Lands (VPL), and unallocated lands, but would not be allowed in Areas of Critical Environmental Concern (ACEC), National Conservation Lands (NCL), and Wildlife Allocation areas, or Special Recreation Management Areas (SRMA) and Extensive Recreation Management Areas (ERMA). Transmission facilities would be prioritized in existing designated utility corridors, but would also be allowed outside of corridors in DFAs, VPLs, and unallocated lands. Transmission facilities would be allowed in NCLs, ACECs, Wildlife Allocations, SRMAs, and ERMAs but only within the defined corridors, and must be consistent with all conservation and management actions (CMAs) for these units.

Specifically, in furtherance of the purpose of the DRECP to conserve biological, ecological, cultural, social, and scenic resources; respond to federal renewable energy goals and policies and consider state renewable energy targets; and comply with the Federal Land Policy and Management Act (FLPMA) multiple-use management goals, the LUPA would identify:

- Areas of the public lands that are suitable and available for utility-scale solar, wind, and geothermal energy development and transmission facilities (DFAs, VPLs).
- Areas of the public lands that are not suitable and are unavailable for these types of uses (NCLs, ACECs, Wildlife Allocation areas, and SRMAs).
- Areas of the public lands and actions that may be used as mitigation for these types of uses.
- Public lands within the CDCA to be managed under BLM conservation designations pursuant to the Omnibus Public Lands Management Act (NCLs).
- Allowable uses, management actions, stipulations, best management practices and mitigation measures to reduce, minimize, or avoid impacts associated with large-ground disturbing activities, including renewable energy projects on public lands, and allowable uses and management actions designed to enhance resources and visitor experiences on public lands.

The BLM LUPA component of the Preferred Alternative from the DRECP Final Environmental Impact Statement (EIS) covers 9.8 million acres of BLM-managed public lands. Key allocations proposed on BLM lands include:

- **Development Focus Areas (DFA):** Available for solar, wind and geothermal development and transmission facilities. An application on BLM-managed land would still go through the BLM right-of-way process including environmental review, but would benefit from the DRECP environmental document, BLM incentives, and procedures established in the Section 106 Programmatic Agreement for the DRECP. The DRECP Preferred Alternative would designate 388,000 acres of DFAs on BLM lands.
- **Variance Process Lands (VPL):** These areas would be potentially available for renewable energy project development. Project applications within VPLs do not receive the incentives described in the LUPA and this Agreement for projects applications within DFAs, and would require a more extensive pre-application process to collect additional information before BLM makes a determination on a project application. The DRECP Preferred Alternative would designate 40,000 acres of VPLs for potential renewable energy project development on BLM lands.
- **BLM Conservation Areas:** The DRECP proposes to designate NCLs, , ACECs, and wildlife allocation areas to conserve biological, cultural, and other values and uses. Lands within these designations would not be available for renewable energy project development.
 - *National Conservation Lands (NCL):* The Preferred Alternative proposes about 3.6 million acres of BLM-administered land as NCLs and emphasizes habitat connectivity, cultural-botanical resource values, and National Scenic and Historic Trail Corridors with total ground disturbance limited to 1 percent.
 - *Areas of Critical Environmental Concern (ACEC):* The Preferred Alternative proposes about 1.3 million acres of BLM-administered land as ACECs only. In these areas, special management is needed to protect certain values. These areas would limit total ground disturbance from 0.1 to 1 percent of the total area. The most conservation protective ground disturbance cap applies, where a 1 percent NCL overlays a more protective ACEC disturbance cap.
 - *Wildlife Allocations:* The Preferred Alternative proposes about 18,000 acres of additional BLM-administered lands that are conserved for wildlife and are not available for renewable energy project development. There is no ground disturbance cap for Wildlife Allocations.
- **Special Recreation Management Areas(SRMA):** SRMAs are public lands managed to be high-priority outdoor recreation areas. The Preferred Alternative would designate 32 SRMAs on BLM-administered land that total 2.8 million acres. The vast majority of lands within SRMAs are not available for renewable energy project development. At Ocotillo Wells SRMA a portion of the SRMA is available for non-surface occupancy geothermal renewable energy development, and three specific parcels are available for limited surface occupancy geothermal development.

- **Un-allocated Land:** BLM-managed lands not covered by any of the above designations, or the Extensive Recreation Management Area designation. Renewable energy project applications would not be allowed unless the project can meet the requirements in the CMAs for these lands. Renewable energy development would also require amending the BLM land use plan.

The LUPA would also make the following management decisions:

Conservation and Management Actions (CMA): As part of the proposed LUPA, CMAs would include proposed changes from the existing management plans for many resources, including biological resources, air resources, comprehensive trails and travel management, cultural resources and tribal interests, lands and realty, livestock grazing, minerals, paleontology, recreation and visitor services, soil, water, and water-dependent resources, visual resources management, wild horses and burros, and wilderness characteristics.

Lands with Wilderness Characteristics: BLM-administered lands within the LUPA Area that could be affected by renewable energy projects or other development authorized under the LUPA were inventoried for wilderness characteristics in 2012 and 2013 under the direction of BLM Manual 6310. Under the Preferred Alternative, 546,000 acres of lands with wilderness characteristics would be managed to protect those characteristics.

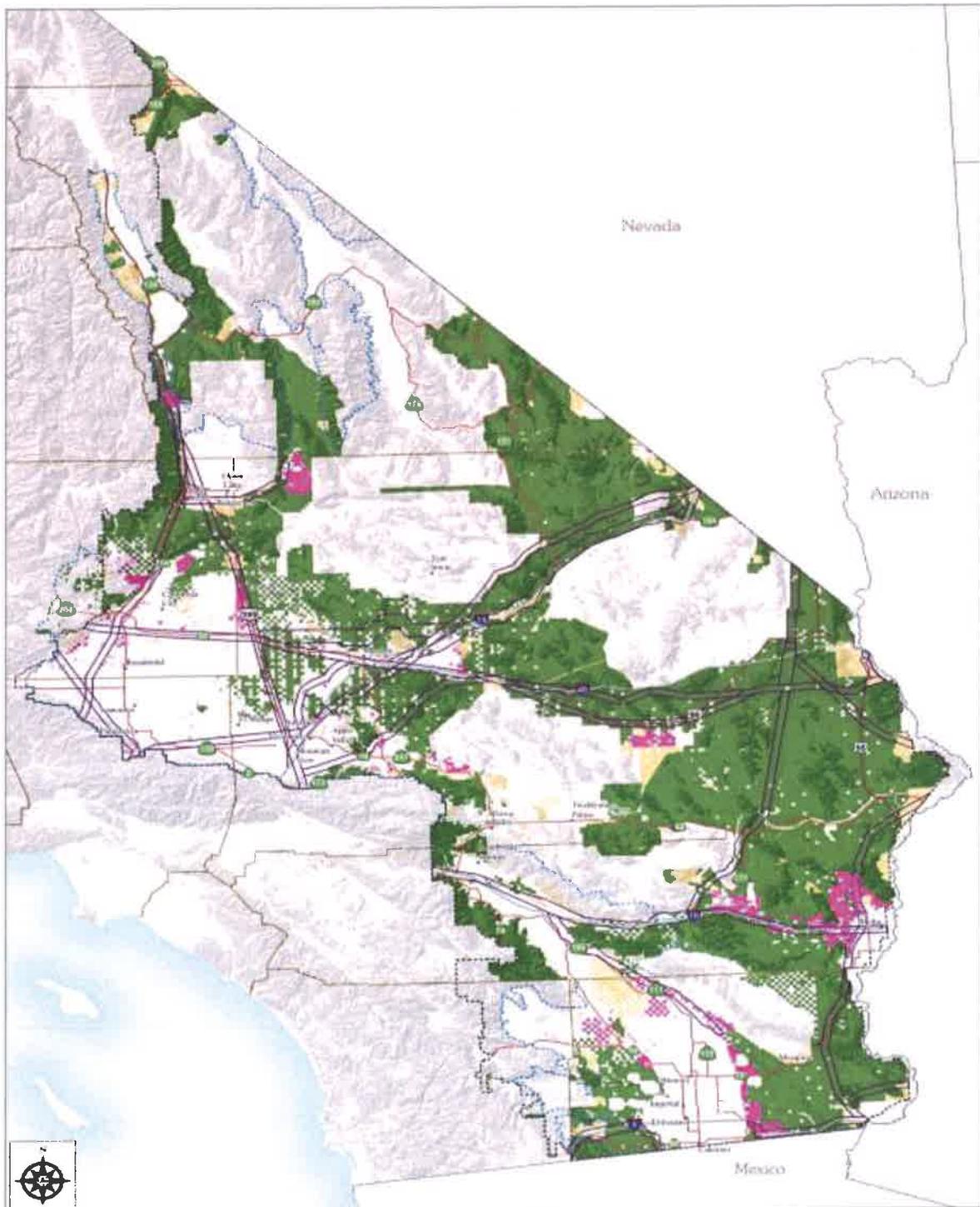
California Desert Conservation Area (CDCA): The LUPA would apply management decisions to the entire CDCA area, but not for all resources and issues. The Multiple Use Classifications used to determine land use and tenure in the CDCA Plan would be replaced by the new land designations and CMAs described above.

FIGURES

The figures included here show the BLM LUPA Preferred Alternative from the DRECP Proposed LUPA and Final EIS (Figure 1) and the No Action Alternative (Figure 2). On the figures, green represents conserved areas (areas where renewable energy project development would not be allowed). Pink represents DFAs and other areas available for renewable energy project development. Applications for renewable energy projects in the pink areas would be required to go through the BLM right-of-way process for individual project environmental review as specified in this PA and NEPA. Yellow reflects all other BLM lands potentially available for renewable energy project development. Applications in yellow areas would be required to go through the BLM right-of-way process for individual project environmental review as specified in this PA and NEPA, and would also require an additional amendment to the land use plan.

Table 1 represents the acreages for each designation category for both the Preferred Alternative and the No Action Alternative.

Table 1.			
	Conserved Areas	Development Focus Areas	All other BLM lands potentially available for renewable energy project development
Figure 1. Preferred Alternative Final EIS	8,707,600	388,000	842,000
Figure 2. No Action Alternative	3,452,600	0	7,421,200



DRECP Relevant Layers Not Available On Base Maps

- Existing Wilderness, OHV
- Proposed NLE, Proposed ALEC, Proposed Wildlife Mitigation
- Renewable Energy
- DFA and Various Private Lands

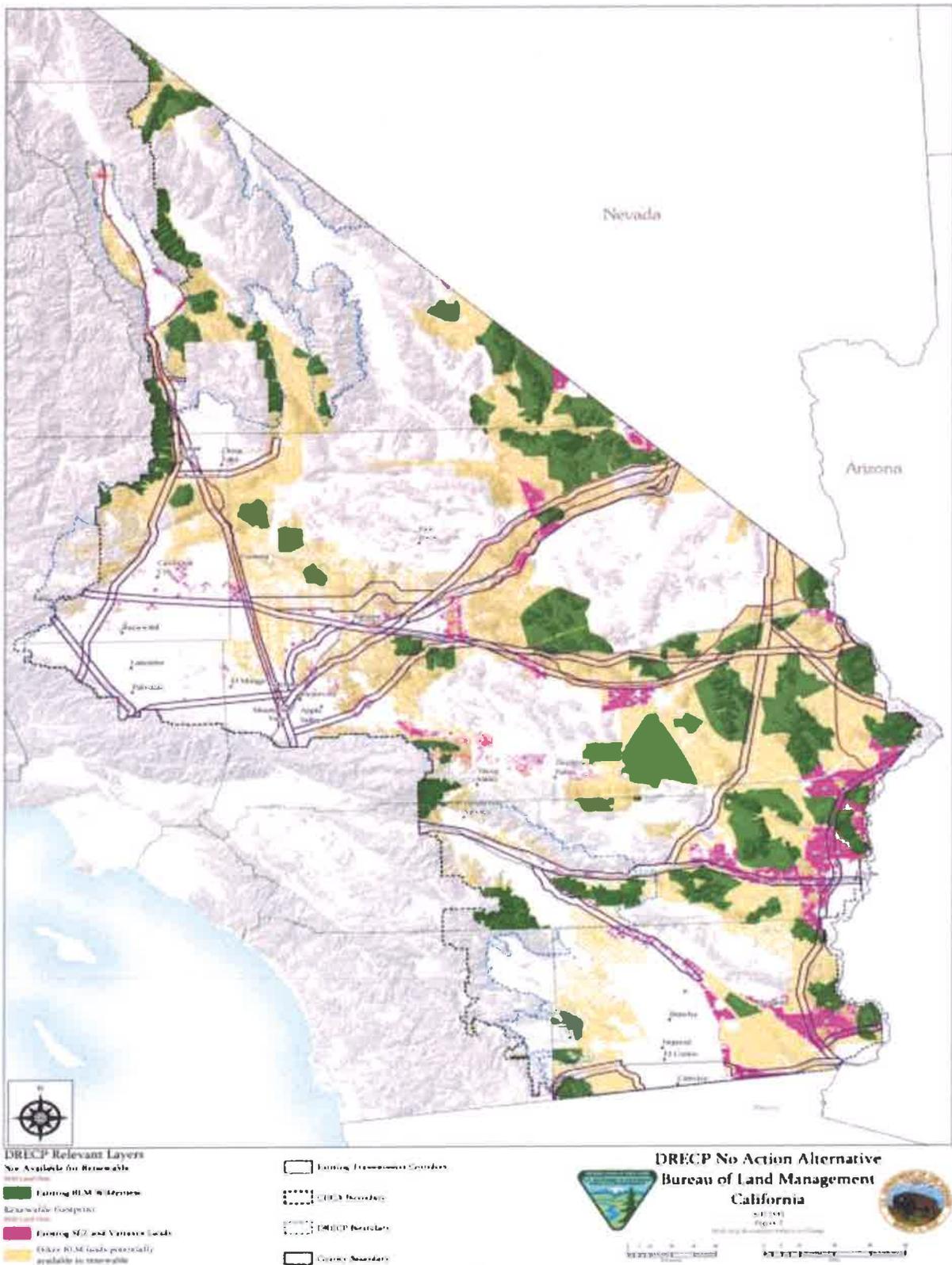
- Other BLM lands potentially available as renewable
- Existing Transportation Corridors
- U.S. Boundaries
- DMU, P. Boundaries
- County Boundaries



DRECP Preferred Alternative
Bureau of Land Management
California

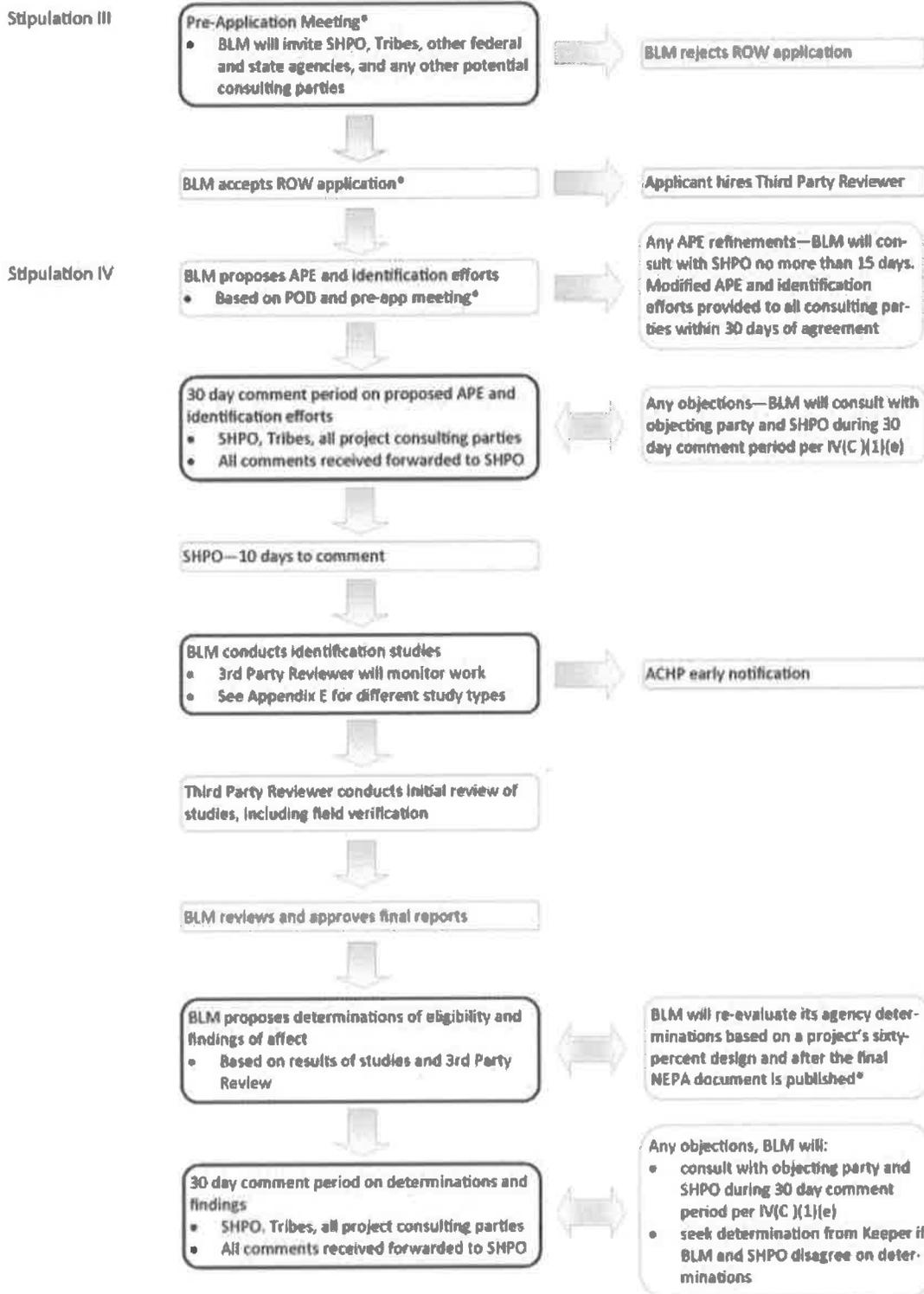


PROGRAMMATIC AGREEMENT AMONG THE BUREAU OF LAND MANAGEMENT – CALIFORNIA, THE CALIFORNIA OFFICE OF HISTORIC PRESERVATION, AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, REGARDING RENEWABLE ENERGY DEVELOPMENT ON A PORTION OF PUBLIC LANDS ADMINISTERED BY THE BUREAU OF LAND MANAGEMENT - CALIFORNIA



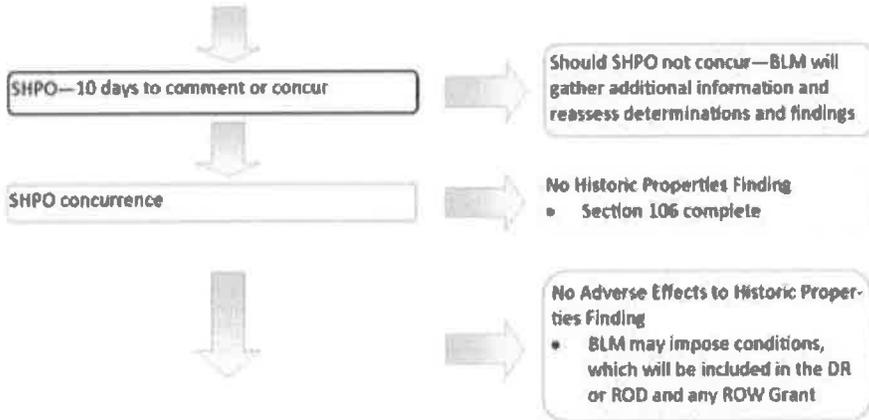
**APPENDIX D:
FLOW CHART: SECTION 106 REVIEW PROCESS AND TIMELINES AS DEFINED
IN THE AGREEMENT**

BLM LUPA PA Section 106 Review Process and Timeline

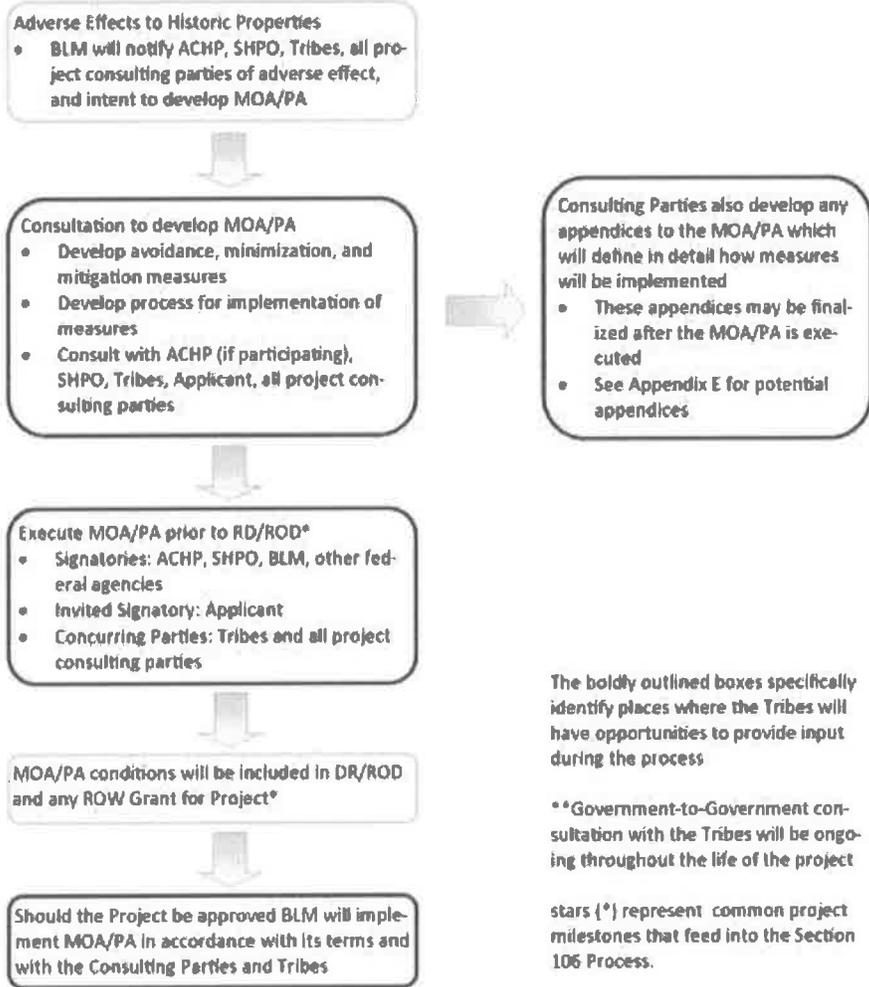


BLM LUPA PA Section 106 Review Process and Timeline

Stipulation IV



Stipulation V



**APPENDIX E:
EXAMPLE DOCUMENT TYPES**

This appendix includes a list of example cultural resources studies and a list of example PA/MOA appendices that may be required for individual renewable energy development projects. These are example documents only. This is not an exhaustive list, and not every document type will be required for every renewable energy development project.

Identification Efforts

Class I Literature Review and Records Search

A professionally prepared study that includes a compilation and analysis of all reasonably available cultural resource data and literature, and a management-focused, interpretive, narrative overview, and synthesis of the data. Study will also identify previously documented NRHP listed or eligible historic properties.

Class II Probabilistic Field Survey

A statistically based sample survey, designed to aid in characterizing the probable density, diversity, and distribution of cultural properties in an area, to develop and test predictive models, and to answer certain kinds of research questions. Within individual sample units, survey aims, methods, and intensity are the same as those applied in Class III survey. All recorded cultural resources are evaluated for the NRHP and eligibility recommendations provided.

Class III Intensive Field Survey

A professionally conducted, thorough pedestrian survey of an entire target area, intended to locate and record all cultural resources. All recorded cultural resources are evaluated for the NRHP and eligibility recommendations provided.

Ethnographic Assessment

A professionally conducted study that identifies ethnographic resources that are significant to Indian tribes and that may be affected by a proposed undertaking. Study will be planned and conducted in coordination with participating tribes, and may include additional archival research, field visits, and interviews with tribal informants. Tribal informants will be identified by participating tribes. Tribal informants and participating tribes will be invited to review the draft report. All identified resources will be evaluated for the NRHP and eligibility recommendations provided. Study will analyze the effects to resources identified from a proposed undertaking.

Ethnographic Literature Review

A professionally prepared summary of all publically available ethnographic literature that identifies specific places or resources that have documented significance to Indian tribes and that may be affected by a proposed undertaking.

Geo-archaeological Study

A professionally prepared study that includes a review of geological information on land-formation processes within a target area, prevalence of archaeological sites in the region with subsurface components, and results of any geotechnical testing within the proposed project area.

Study will provide a conclusion regarding the potential for encountering subsurface archaeological resources throughout the target area.

Historic Built Environment Study

A professionally conducted study that identifies all built-environment resources within the indirect effects APE. All recorded historic built environment resources are evaluated for the NRHP and eligibility recommendations provided. Study will analyze the effects to historic properties identified from a proposed undertaking. This study may be incorporated into the indirect effects study.

Indirect Effects Study

A professionally conducted study that identifies all previously documented NRHP listed or eligible historic properties, and documents and evaluates any new resources that may be NRHP eligible under Criteria A-C within the indirect effects APE. Study will analyze the effects to the Criteria A-C values of the historic properties from a proposed undertaking.

Example MOA/PA Appendices

Historic Properties Treatment Plan

A plan that includes detailed measures for resolving adverse effects to historic properties as identified in a project-specific MOA or PA. The HPTP typically describes in detail the requirements that must be met in order to minimize or mitigate adverse effects to specific historic properties. Plan will include what the resolution measures are, how they will be implemented, who will be responsible for implementation, communication protocols, and reporting requirements.

Historic Properties Management Plan/Long Term Management Plan

A plan that identifies specific procedures for the long term management of identified historic properties within a project area, or properties within the project vicinity that have the potential for long-term indirect effects from a project. HPMP/LTMPs will identify any resources within the project area that require long-term management, what the long-term management procedures are, how they will be implemented, who will be responsible for implementation, communication protocols, and reporting requirements.

Post-Review Discovery and Unanticipated Effects Plan

A plan that identifies the procedures for managing any post-review discoveries or unanticipated effects to identified historic properties that may occur during project construction activities. This plan will identify any properties that should be designated as Environmentally Sensitive Areas and avoided by project construction, areas that have the potential for subsurface archaeological materials, and any other areas where archaeological monitoring is required. Plan will also identify archaeological monitoring procedures and provide a process that should be followed in the event that a post-review discovery or unanticipated effect is identified. Plan will identify roles and responsibilities of all parties, notification procedures, communication protocols, and reporting requirements.

NAGPRA Plan of Action

A plan that identifies specific procedures that should be followed in the event of a NAGPRA discovery during project construction activities on federal lands. This Plan will identify management procedures for any NAGPRA materials that may be discovered, procedures for notification and consultation with Indian tribes that may affiliated with the NAGPRA materials, communication protocols, and reporting requirements.

Tribal Participation Plan

A plan that identifies specific procedures for continued tribal participation during the project construction process. The plan is developed in coordination with all participating tribes and the Applicant. The plan should include specific procedures for tribal participation, a participation schedule, roles and responsibilities of all parties, communication protocols, and reporting requirements.

**APPENDIX F:
CULTURAL RESOURCES SENSITIVITY ANALYSIS**

To be developed as specified in Stipulation VI (A).

**APPENDIX G:
COMPENSATORY MITIGATION FEE FOR CUMULATIVE EFFECTS TO
CULTURAL RESOURCES**

To be developed as specified in Stipulation VI (C).



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

19

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF February 2, 2016

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
 20

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING February 2, 2016

SUBJECT: Continuation of declaration of local emergency

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

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

DEPARTMENT HEAD SIGNATURE:

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

_____ Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

21

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF February 2, 2016

SUBJECT: Continuation of declaration of local emergency

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 22

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF February 2, 2016

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
 23

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF February 2, 2016

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) _____ 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

24

- 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: February 2, 2016

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - **CLERK OF THE BOARD** - Request approval of the minutes of the Board of Supervisors Meeting of January 19, 2016.

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)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 25
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 11:30 a.m. Closed Session Informational

FROM: Inyo County Board of Supervisors

FOR THE BOARD MEETING OF: February 2, 2016

SUBJECT: Zone Reclassification No. 2015-01/Magnificat Ventures

DEPARTMENTAL RECOMMENDATION:

Request the Board of Supervisors:

Enact an Ordinance entitled: An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Zone Reclassification No. 2015-01/Magnificat Ventures and Amending the Zoning Map of the County of Inyo by Rezoning a 17-Acre Parcel Located at 881 E. Old Spanish Trail Highway (APN:048-514-33) In the Community of Charleston View from Open Space with a Forty-Acre Minimum (OS-40) to Highway Services and Tourist Commercial (C2).

SUMMARY DISCUSSION:

On January 26, 2016 the Inyo County Board of Supervisors approved General Plan Amendment No. 2015-01/Magnificat Ventures and Zone Reclassification No. 2015-01/Magnificat Ventures. These actions would allow for the continuation of a Catholic Columbarium, Catholic Church and Visitor center on the property. The Board waived the first reading of the Ordinance for this project, scheduling its enactment for today's meeting.

Staff recommends enactment of the Ordinance rezoning the property from Open Space with a Forty-Acre Minimum (OS-40) to Highway Services and Tourist Commercial (C2).

ALTERNATIVES:

- Do NOT approve the requested actions.
- Return to staff with direction

OTHER AGENCY INVOLVEMENT:

Inyo County Building & Safety, Inyo County Department of Environmental Health.

FINANCING:

Cost to process Zone Reclassifications is paid for by the applicant.

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: 1/26/16

- Attachments:
1.) Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, APPROVING ZONE RECLASSIFICATION No. 2015-01/MAGNIFICAT VENTURES AND AMENDING THE ZONING MAP OF THE COUNTY OF INYO BY REZONING A 17-ACRE PARCEL LOCATED AT 881 E. OLD SPANISH TRAIL HIGHWAY (APN 048-514-33) IN THE COMMUNITY OF CHARLESTON VIEW FROM OPEN SPACE WITH A FORTY-ACRE MINIMUM (OS-40) TO HIGHWAY SERVICES AND TOURIST COMMERCIAL (C2).

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

SECTION I: AUTHORITY

This Ordinance is enacted pursuant to the police power of the Board and Sections 18.81.310 and 18.81.350 of the Inyo County Code, which establish the procedure for the Board of Supervisors to enact changes to the Zoning Ordinance of the County, set forth in Title 18 of said code. The Board of Supervisors is authorized to adopt zoning ordinances by Government Code Section 65850 et seq.

SECTION II: FINDINGS

Upon consideration of the material submitted, the recommendation of the Inyo County Planning Commission, and statements made at the public hearing held on this matter, this Board finds as follows:

- (1) In accordance with Inyo County Code Section 18.81.320, Magnificat Ventures Corp. applied to the Inyo County Planning Commission to have the zoning map of the County of Inyo amended from Open Space with a Forty-Acre Minimum (OS-40) to Highway Services and Tourist Commercial (C2) on a property in the community of Charleston View (APN 048-514-33), as described in Section III of this Ordinance.
- (2) On September 23, 2015, the Inyo County Planning Commission conducted a public hearing on Zone Reclassification Zone Reclassification No. 2015-01/Magnificat Ventures, following which the Commission made various findings and recommended that this Board amend Title 18, to rezone the property described in Section III of this Ordinance Open Space with a Forty-Acre Minimum (OS-40) to Highway Services and Tourist Commercial (C2).
- (3) The findings of the Planning Commission are supported by the law and facts and are adopted by this Board.
- (4) Magnificat Ventures Corp. applied to the Inyo County Planning Commission to have the Inyo County General Plan Land Use Map amended from Resort Recreational (REC) to Retail Commercial (RC) to best match the requested zoning and current uses on the property.

- (5) The proposed Zone Reclassification is consistent with the goals, policies, and implementation measures in the Inyo County General Plan, including the proposed General Plan Amendment.
- (6) The proposed actions will act to further the orderly growth and development of the County by rezoning property to Highway Services and Tourist Commercial (C2), as it best matches the current uses on the property.

SECTION III: ZONING MAP OF THE COUNTY OF INYO AMENDED

The Zoning Map of the County of Inyo as adopted by Section 18.81.390 of the Inyo County Code is hereby amended so that the zoning on the 17-acre site at 881 E. Old Spanish Trail Highway (APN 048-514-33) in the community of Charleston View is changed from Open Space with a Forty-Acre Minimum (OS-40) to Highway Services and Tourist Commercial (C2).

SECTION IV: EFFECTIVE DATE

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against same.

PASSED AND ADOPTED THIS 2 DAY OF FEBRUARY, 2016.

AYES:

NOES:

ABSTAIN:

ABSENT:

Jeff Griffiths, Chairperson
Inyo County Board of Supervisors

ATTEST:
Kevin Carunchio
Clerk of the Board

By: _____
Pat Gunsolley, Assistant



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 26

- Consent X Departmental Correspondence Action Public Hearing
 Scheduled Time for 1:30 Closed Session Informational

FROM: Water Department

FOR THE BOARD MEETING OF February 2, 2016

SUBJECT: Inyo County/Los Angeles Standing Committee Meeting – February 8, 2016

DEPARTMENTAL RECOMMENDATION:

A meeting of the Inyo County/Los Angeles Standing Committee is scheduled for February 8, 2016 in Los Angeles, California. Pursuant to Resolution 99-43 and the Long-Term Water Agreement, your Board sets policy for the County's representatives to the Standing Committee. The Water Department requests your Board consider the forthcoming agenda and provide direction to the County's Standing Committee representatives.

SUMMARY DISCUSSION:

The Technical Group is meeting on February 1, 2016 and will develop a draft agenda for your consideration.

OTHER AGENCY INVOLVEMENT:

LADWP

FINANCING:

N/A

APPROVALS

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

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

Date: 1/26/2015



(760) 878-0001
FAX: (760) 878-2552

EMAIL: mail@inyowater.org
WEB: <http://www.inyowater.org>

P.O. Box 337
135 South Jackson Street
Independence, CA 93526

**COUNTY OF INYO
WATER DEPARTMENT**

January 22, 2016

Mr. Jim Yannotta, Aqueduct Manager
Los Angeles Department of Water and Power
300 Mandich Street
Bishop, California 93514

Subject: Water Use in Owens Valley

Dear Mr. Yannotta:

At the November 2, 2015 Standing Committee meeting, concerning agenda item #4 (Discussion of the request by Inyo County to retain some portion of water saved through water conservation on Owens Lake for use in Owens Valley), the Standing Committee directed that staff should discuss the matter and report back to the Standing Committee.

This item followed discussions at the June 4, 2015 Standing Committee meeting, at which Los Angeles's representatives indicated that LADWP's ability to fulfill irrigation commitments was dependent on the City's ability to conserve water used for dust control on Owens Lake. The County has consistently supported LADWP's efforts to conserve water at Owens Lake. The County believes that water use on Owens Lake has resulted in cutbacks on water use elsewhere in Owens Valley and that a portion of any water conserved on the lake should be used in the valley to return water to those areas that were subjected to such cutbacks. Subsequently, following the June Standing Committee meeting, LADWP staff requested the Inyo County Board of Supervisors approve resolutions to support long-term water savings on Owens Lake. The County wants to continue to support smart water use on Owens Lake, but again requests that Los Angeles identify tangible means to ensure some of this saved water is returned to other uses in Owens Valley. Water use on Owens Lake has steadily declined from a maximum of 75,450 acre-feet in runoff-year 2012-2013 to a projected 48,918 acre-feet in runoff-year 2015-2016, so clearly savings are achievable.

Water Department staff has identified a number of areas where water savings on Owens Lake could be used to fulfill LADWP's existing obligations and customary water delivery practices in Owens Valley and/or enhance water management to the benefit of both the City and the Owens Valley. These water uses include:

Five Bridges Mitigation Site. Vegetation conditions at this project have declined concurrently with decreased water diversions into the site. Since this project is a CEQA mitigation measure and subject to Water Agreement dispute resolution provisions, this project should be a priority for the Technical Group and would be well served as the result of receiving saved Owens Lake water.

McNally Ponds Enhancement/Mitigation Project. This project has rarely received water. During the present drought, the County has agreed to reductions in water supply to this project; however, we do not want to continue this practice and want to work with LADWP to develop an alternative project that would provide the same mitigation value as this project would if it were to receive water every year. There is a mutual interest in altering this project for more efficient supply and realized benefits. Again, using water saved on Owens Lake could facilitate this.

Bartell Parcel. This parcel clearly has a history of irrigation, but was not indicated on the baseline map as an irrigated area. Considering its history of irrigation and location in the town of Big Pine, the parcel should be put to some beneficial use. This would require a supply of water, of which Owens Lake water savings could be a possible source.

Other mitigation projects. A number of other mitigation projects or environmental projects may benefit from a return to historic water allocations, including the Lone Pine and Independence Woodlots, the Tule Elk Field, Richards Field, the unimplemented revegetation project east of Big Pine, and the Laws Museum Pastures. Also, the many lagging revegetation projects may benefit from increased irrigation. Again, using water saved on Owens Lake could make addressing these outstanding projects easier.

Water deliveries to tribes. Water deliveries to tribal lands have decreased over the past twenty-five years. Although not specifically considered in the Inyo/Los Angeles Water Agreement, the County supports Los Angeles working with individual tribes to meet its obligations to supply water to tribal lands.

County Farm. Water supply to the County property in Big Pine has been drastically reduced in recent years, to the detriment of the lessee. Irrigation should resume irrigation at previous levels. Water savings on the Owens Lake could assist in this regard as well.

Golf courses. The Lone Pine and Bishop golf courses could benefit from a return to historic water allocations, while providing groundwater recharge to City owned lands and aquifers.

Stockwater. There appear to be numerous cases of stockwater being reduced where it was providing ancillary habitat value. We believe these habitat values are protected under Green Book Section I.D. Again, it seems that there should be some way to resolve this in accounting for Owens Lake water savings.

Tailwater from flood irrigation. Much like stockwater, tailwater from flood irrigation supports habitat adjacent to the flood irrigation areas. Historic water allocations would also more

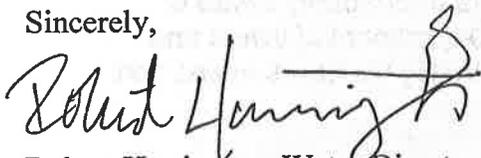
completely irrigate the subject Type E areas. Likewise, water saved on Owens Lake could help restore historic levels.

Unirrigated Type E lands. A number of Type E parcels in the Bishop area are presently unirrigated. The Water Agreement requires that these lands be irrigated. Now that water is being saved on Owens Lake, this seems not only reasonable but attainable.

Impacted vegetation in Laws Wellfield. A number of parcels in the Laws Wellfield have been chronically below baseline for many years. The Technical Group should determine how to mitigate this area. Water saved on Owens Lake could be part of the dialogue.

There are likely other areas where water saved on Owens Lake could be put to beneficial use to meet Los Angeles's water use obligations in Owens Valley and improve overall water management. A couple ideas that come to mind include increased groundwater banking in the Owens Valley, and expanding irrigated agricultural lands, adding or subtracting available lands based on actual annual water savings on Owens Lake. We are open to discussion and development of projects that would provide benefits to both Los Angeles and Owens Valley through such means as water banking and flexible water allocations for projects (recognizing that water availability changes with runoff and Owens Lake water use). We are requesting that, as directed by the Standing Committee, Water Department staff and LADWP staff should meet prior to the February 8 Standing Committee meeting to discuss these ideas (and any others) for water use in Owens Valley.

Sincerely,



Robert Harrington, Water Director

cc: Inyo County Board of Supervisors
Inyo County Water Commission
LADWP Board of Water and Power Commissioners
Marcie Edwards, LADWP General Manager
Laura Smith, Mayor, City of Bishop
Kevin Carunchio, County CAO
Marshall Rudolph, County Counsel
Greg James, Special Counsel

Los Angeles  Department of Water & Power

ERIC GARCETTI
Mayor

Commission
MEL LEVINE, *President*
WILLIAM W. FUNDERBURK JR., *Vice President*
JILL BANKS BARAD
MICHAEL F. FLEMING
CHRISTINA E. NOONAN
BARBARA E. MOSCHOS, *Secretary*

MARCIE L. EDWARDS
General Manager

May 29, 2015

Mr. Kevin D. Carunchio
County Administrative Officer
County of Inyo
Administrator's Office
P.O. Drawer N
Independence, California 93526

Dear Mr. Carunchio:

Subject: Owens Lake Water Use

Thank you for your letter, dated May 20, 2015, conveying the Inyo County Board of Supervisors' commitment to working with the Los Angeles Department of Water and Power (LADWP) to make the best use of its limited Owens Valley water resources and specifically, water use at Owens Lake.

During the past 15 years, LADWP has been mitigating dust emissions from Owens Lake through implementation of three Best Available Control Measures (BACM). These BACMs – Shallow Flooding, Managed Vegetation, and Gravel Cover – were primarily established in 1998. Dust Control Areas (DCA) that are mitigated via Managed Vegetation and Gravel Cover BACMs are generally maintained throughout the year. DCAs that are mitigated via Shallow Flooding BACM are generally operated during the dust season (October 16 – June 30).

As part of the Great Basin Unified Air Pollution Control District's (District) and LADWP's ongoing collaboration on lake-wide efforts to reduce water use at Owens Lake, our two agencies have been examining ambient air quality, meteorological and sand motion data along with lakebed field observations (Data) for the past 15 years. This collaborative effort is referred to as the "Dynamic Water Management."

Dynamic Water Management is currently limited by the District to examining Shallow Flooding DCAs on the lakebed with a minimum of five years of Data prior to implementation of mitigation measures with daily sand motion measurements of less than five grams during any dust year. The analyses based on these very conservative

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Mr. Kevin D. Carunchio
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standards have revealed that the dust season may be shortened for certain DCAs, either through an earlier end to the dust mitigation season than June 30, and/or a later dust mitigation compliance date than October 16. District and LADWP will be finalizing the small number of DCAs that would meet these standards by mid-June. However, LADWP's ability to implement Dynamic Water Management in Fall 2015 on these small number of DCAs is not certain as we've been told it requires approval by the District's Governing Board and/or through the District's procedures for obtaining variances.

LADWP is committed to meeting its air quality and habitat obligations at Owens Lake while conserving water. As part of its habitat obligations, LADWP will be providing water for waterfowl and shorebirds on Owens Lake. This commitment is also referenced in the California Department of Fish and Wildlife's (CDFW) enclosed letter, dated May 20, 2015. The enclosed letter details LADWP's responsible management of the District's April 30, 2015, request for test of the Dynamic Water Management on a number of DCAs on Owens Lake, by providing additional water solely for habitat in areas with high Snowy Plover uses. Hence, any water saving approaches on Owens Lake would be implemented in line with LADWP's lake-wide obligations. This will result in lesser realization of total amount of water savings associated with full implementation of the Dynamic Water Management and/or any other water saving measures.

LADWP is committed to working with the District in the coming year to re-examine these standards for the Dynamic Water Management and to see whether further refinement would be warranted.

The Inyo County Board of Supervisors' continued support and assistance are critical to LADWP's ongoing efforts to meet its obligations while conserving water on Owens Lake. Outlined below are measures and/or initiatives, if adopted and/or endorsed by the Inyo County Board of Supervisors, which would greatly assist LADWP in its efforts as well as its outreach to state and federal oversight agencies.

- Resolution endorsing use of non-water and waterless dust control measures such as, but not limited to, gravel cover, tillage, brine shallow flooding, salt crust deposits, and soil chemical stabilizers for use on Owens Lake
- Resolution urging the oversight agencies to further consider and approve as a matter of policy the use of such non-water and waterless dust control measures on Owens Lake
- Resolution endorsing the Owens Lake Master Project's Habitat Suitability Model for balancing dust mitigation needs at Owens Lake while maintaining habitat values and conserving water

Mr. Kevin D. Carunchio
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May 29, 2015

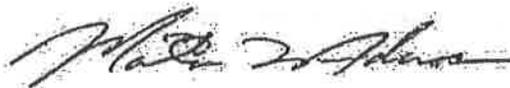
- Resolution urging oversight agencies to further consider and approve, as a matter of policy, the Habitat Suitability Model as the critical element of the Owens Lake Master Project
- Adopt a general policy in support of groundwater pumping from Owens Lake for dust mitigation purposes only – this would be under the state's purview
- Resolution urging the District's Governing Board to consider and approve 12 months of testing for adoption of new BACMs in lieu of the current three years testing requirement
- Resolution urging the District's Governing Board to consider and approve increasing the current limit of three square-miles for testing of new dust control measures or initiatives to five square-miles

LADWP's dust mitigation activities are generally subject to review and approval from the following state and federal oversight agencies:

- United States Environmental Protection Agency
- United States Department of Interior, Bureau of Land Management
- United States Army Corps of Engineers
- California Air Resources Board
- Great Basin Unified Air Pollution Control
- California State Lands Commission
- California Department of Fish and Wildlife
- Lahontan Regional Water Quality Control Board

We greatly appreciate and value your assistance and partnership regarding developing opportunities for water savings on Owens Lake. If you have any questions, please contact me at (213) 367-1022.

Sincerely,



Martin L. Adams
Senior Assistant General Manager – Water System

MT:jem/ar
Enclosures
c/encl: Board of Water and Power Commissioners

Los Angeles  Department of Water & Power

ERIC GARCETTI
Mayor

Commission
MEL LEVINE, *President*
WILLIAM W. FUNDERBURK JR., *Vice President*
JILL BANKS BARAD
MICHAEL F. FLEMING
CHRISTINA E. NOONAN
BARBARA E. MOSCHOS, *Secretary*

MARCIE L. EDWARDS
General Manager

January 28, 2016

Supervisor Dan Totheroh
Supervisor Jeff Griffiths
Supervisor Rick Pucci
Supervisor Mark Tillemans
Supervisor Matt Kingsley

Inyo County Board of Supervisors
P.O. Box N
Independence, CA 93526-0337

Dear Supervisors:

Subject: Request to Agendize a Motion for the February 2, 2016 Inyo County Board of Supervisors Meeting

Thank you for your partnership over the years as the Los Angeles Department of Water and Power (LADWP) has worked to fulfill the dual obligations of the Inyo/LA Water Agreement – protecting the Inyo County environment and providing a reliable source of water for the City of Los Angeles. As you are aware, the past four years of drought have made fulfilling these goals a struggle, so LADWP is working to ensure a plan of action is in place early-on, should the drought continue.

The Eastern Sierra runoff over the past four years has been 57%, 54%, 52%, and 36% of normal, respectively – the lowest four consecutive years on record. While this year's January snowpack readings show early promise in some areas of the Eastern Sierra, water managers at LADWP are concerned that if we do not receive continued precipitation and snow fall during the remainder of the winter season, there will be a shortage of water from the Eastern Sierra to meet all needs. It is important to recall that early snowfall last winter also showed promise, subsequently however, precipitation and snowfall virtually ceased for the rest of the winter season resulted in an overall snowpack of only 4% of normal, the worst year on record. If this pattern of below-normal precipitation and snowpack continues, the Eastern Sierra will experience the worst five year drought period ever recorded. Consequently, in order to avoid last runoff season's confusion, and to provide notice and to all water users, LADWP requests that Inyo County and Los Angeles work together to plan for, and implement, water conservation measures now, so that we can collectively achieve both of our needs in the event that less-than-normal conditions continue.

In response to these successive dry years and the current below normal conditions, it is prudent to anticipate insufficient water supplies to meet all water needs during the 2016-2017 Runoff Year. The Inyo/LA Water Agreement envisioned the impacts of such ongoing, less-than-normal

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conditions and gives the Standing Committee the authority to reduce water for irrigation and E/M projects in such instances. LADWP is following the steps outlined in the Water Agreement to ensure that its co-equal goals are met. The Water Agreement states, "*The overall goal of managing the water resources within Inyo County is to avoid certain described decreases and changes in vegetation and to cause no significant effect on the environment which cannot be acceptably mitigated while providing a reliable supply of water for export to Los Angeles and for use in Inyo County.*"

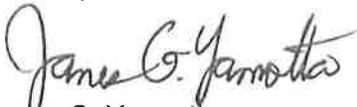
The Water Agreement also outlines steps to deal with recognized successive dry years that could result in a condition where there is insufficient water to meet all needs. Included within those is a step asking the Technical Group to evaluate existing conditions. Based on this evaluation, the Standing Committee can implement a program providing for reasonable reductions in irrigation water supply for irrigation and enhancement and mitigation projects.

Therefore, at the February 1, 2016 Technical Group meeting, and at meetings moving forward, LADWP representatives will request that the Technical Group evaluate existing conditions in order to provide information to the Inyo Board of Supervisors and the Standing Committee. Further, LADWP will also request that the Standing Committee approve a plan providing reasonable reductions in irrigation water supply for LADWP-owned lands and Enhancement/Mitigation projects in the Owens Valley should the drought continue. Finally, in order to facilitate such a reduction, LADWP requests that the Inyo County Board of Supervisors authorize its Standing Committee members during its February 2, 2016 Board Meeting to vote in favor of supporting the implementation of reasonable reductions in irrigation water supply and a reduction in enhancement and mitigation projects, in an amount to be determined by the Technical Group, should conditions dictate such action. Please find LADWP's proposed motion attached to this message.

LADWP staff will continue to monitor existing conditions and apprise you of any changes in our planning efforts. If you have any questions please contact Mr. Gregory A. Loveland at (760) 873-0226.

We appreciate your continued partnership in the conservation of this valuable natural resource.

Sincerely,



James G. Yannotta
Manager of Aqueduct

JGY:fj

c: Dr. Robert Harrington, Director Inyo County Water Department
Mr. Kevin Carunchio, Inyo County Administrator

MOTION

LADWP requests that the Inyo County Board of Supervisors authorize its Standing Committee members to approve the following motion:

2012 through the present are the driest successive years since LADWP began recordkeeping in the Owens Valley. Current conditions, despite the promises of El Nino, reflect a below normal snowpack, which will result in below normal runoff conditions during the 2016 water year. Like 2015, LADWP anticipates that 2016 runoff will not produce sufficient water to meet all needs, both in the Owens Valley and in Los Angeles.

The Long Term Water Agreement (“Water Agreement”) anticipated the impacts of ongoing drought conditions. The Water Agreement vests authority in the Standing Committee to reduce water for irrigation and E/M projects. LADWP seeks to invoke that authority and ensure that the co-equal goals of the Water agreement are met.

The Water Agreement identifies goals for the benefit of Inyo County and Los Angeles:

The overall goal of managing the water resources within Inyo County is to avoid certain described decreases and changes in vegetation and to cause no significant effect on the environment which cannot be acceptably mitigated while providing a reliable supply of water for export to Los Angeles and for use in Inyo County.

In periods of drought, the Water Agreement states:

It is recognized that successive dry years could result in insufficient water to meet all needs. During periods of dry year water shortages, the Technical Group will evaluate existing conditions. A program providing for reasonable reductions in irrigation water supply for Los Angeles-owned lands in the Owens Valley and for enhancement/mitigation projects may be implemented if such a program is approved by the Inyo County Board of Supervisors and the Department, acting through the Standing Committee.

Therefore, LADWP requests that the Standing Committee agree to a reasonable reduction in irrigation water supply for Los Angeles-owned lands in the Owens Valley and for enhancement/mitigation projects implemented under the Water Agreement. The amount of reduction shall be determined by the Technical Group and approved by the Standing Committee.

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OFFICE OF THE
SHERIFF
INYO COUNTY, CA



WILLIAM R. LUTZE
SHERIFF

JEFF HOLLOWELL
UNDERSHERIFF

Date: 01/22/16

To: Sheriff Lutze

From: Doug Richards, Inyo County Jail Sergeant

Subject: Inmate Welfare Fund Expenditures FY 14/15

Please find attached the itemized list of expenditures for the Inmate Welfare Fund for the period beginning July 1, 2014 through June 30, 2015. This is in accordance with Penal Code Section 4025(e), "An itemized report of these expenditures shall be submitted annually to the Board of Supervisors."

A handwritten signature in black ink, appearing to read "Doug Richards #655".

Doug Richards, Inyo County Jail Sergeant
Inyo County Sheriff Department

CC: Undersheriff Hollowell
Lt. Pritchard

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2016 JAN 25 AM 11:45
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ADMINISTRATOR
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OFFICE OF THE
SHERIFF
INYO COUNTY, CA



WILLIAM R. LUTZE
SHERIFF

JEFF HOLLOWELL
UNDERSHERIFF

"A Professional Service Agency"

INMATE WELFARE FUND

Statement of Expenditures for Fiscal year July 1, 2014 – June 30, 2015

EXPENDITURES:

Commissary	32,435.97
Indigent Inmate Fund (personal hygiene & welfare, eye glasses, clothes)	7,223.37
Jail Maintenance	2,277.21
Printing (Inmate Handbooks, Inmate Forms & Publications)	4,586.43
Postage & Post Office box rental	49.00
GED Testing	177.42
Inmate banking & office supplies	335.14
Car wash & detailing program	1,127.87
Gardening & Landscaping program	3,108.79
Television	3,164.28
Newspaper subscription	783.00
Recreational equipment	450.21
Total Expenditures	55,718.69