

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 fewer 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.

December 11, 2018

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **PUBLIC EMPLOYMENT [Pursuant to Government Code §54957]** – Title: Water Director.
3. **PUBLIC EMPLOYEE EVALUATION [Pursuant to Government Code §54957]** – Title: Health and Human Services Director.
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 Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. Agency designated representatives: County Administrative Officer Clint Quilter, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.

OPEN SESSION (With the exception of timed items, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

10:00 a.m. PLEDGE OF ALLEGIANCE

5. **REPORT ON CLOSED SESSION**
6. **PUBLIC COMMENT**
7. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)

DEPARTMENTAL – PERSONNEL ACTIONS

8. **COUNTY ADMINISTRATOR – Personnel** – Request Board: A) find consistent with the adopted Authorized Position Review Policy: 1) the availability of funding for one (1) Risk Manager exists in the General Fund, as certified by the County Administrator and concurred with by the Auditor-Controller; and 2) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled by an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and B) authorize the County Administrator to sign the at-will contract with Aaron Holmberg as Risk Manager at a monthly salary of \$8,139, effective December 18, 2018.

9. **COUNTY ADMINISTRATOR – Library** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Librarian II exists in the Library budget, as certified by the Library Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could be filled by an internal recruitment; C) approve the hiring of one (1) Librarian II, Range 57 (\$3,291 - \$4,006); D) in the event an internal candidate is not selected to fill the position, authorize an open recruitment; and E) if the position is filled by an internal candidate, authorize a recruitment and backfilling of the subsequent vacant position.
10. **PUBLIC WORKS** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Engineer Assistant Civil or one (1) Engineering Assistant I/II exists in the General Fund, as certified by the Acting Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the positions, the vacancy could be filled by an internal recruitment but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of either an Engineer Assistant Civil at Range 73 (\$4,900 - \$5,960) or an Engineering Assistant I/II at Range 71 (\$4,675 - \$5,683) or Range 75 (\$5,141 - \$6,249), depending on qualifications.

CONSENT AGENDA (Approval recommended by the County Administrator)

CORONER

11. Request Board approve Amendment No. 1 to the contract between the County of Inyo and Michael Joseph O'leary for Personal Services as a County Officer, extending the end date of the contract to December 31, 2020 and increasing the contract amount by \$35,000 for a total contract amount not to exceed \$45,000.

COUNTY ADMINISTRATOR

12. **Emergency Services** – Request Board: A) review the proposed Federal Fiscal Year 2018 Homeland Security Grant Program Application and, if deemed acceptable; B) approve the submittal of the Federal Fiscal Year 2018 Homeland Security Grant Program Application and authorize the County Administrator, as the designated Authorized Agent, to sign the grant application, as well as any and all accompanying documents, by approving a resolution titled, "Governing Board Resolution No. 2018-51;" and C) authorize the Chairperson to sign the Resolution Addendum letter.

HEALTH & HUMAN SERVICES

13. Request Board approve the Participation Agreement for the approved Mental Health Services Authority Services Act Innovation Program with the California Mental Health Services Authority (CalMHSA) and the accompanying Business Associates agreement; and authorize the HHS Deputy Director of Behavioral Health to sign.

PUBLIC WORKS

14. Request Board authorize a blanket purchase order with Statewide Traffic Safety & Signs of Garden Grove, CA in the amount of \$30,000.
15. Request Board: A) declare Snow Survey Associates a sole-source provider of Avalanche Monitoring Services in Inyo County for the 2018-2019 snow season; and B) authorize a purchase order for Snow Survey Associates in the amount of \$10,000.
16. Request Board approve Amendment No. 1 to Standard Lease Contract No. 010 with Connie and Michael Lane Trust for the property at 162 Grove St., Bishop, increasing the monthly rent to \$6,928.38, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
17. Request Board approve a resolution titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Progress House Flooring Project," and authorize the Chairperson to sign.

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

18. **HEALTH & HUMAN SERVICES** – Request Board appoint and/or reappoint the following individuals to the First 5 Children and Families Commission:
- Reappoint Eileen Jackson to a three-year Parent Commissioner term ending December 5, 2021 to be filled by a community member who is a recipient of project services included in the First 5 Inyo County Strategic Plan;
 - Reappoint Amanda Miloradich to a three-year Early Child Health Commissioner term ending December 5, 2021 to be filled by a specialist in early child health and development;
 - Appoint Barry Simpson to a three-year Education Commissioner term ending December 5, 2021 to be filled by a specialist in education; and
 - Appoint Heather Carr to an unexpired three-year Early Education Commissioner term ending December 5, 2020 to be filled by a specialist in early childhood development.
- (Notices of Vacancy resulted in responses from the above-named individuals.)*
19. **WATER DEPARTMENT** – Request Board approve Amendment No. 2 to the contract between the County of Inyo and RO Anderson for the Recycled Water for Conservation and Community Projects Feasibility Study, extending the term of the contract from December 31, 2018 to June 30, 2019.
20. **COUNTY ADMINISTRATOR – Personnel** – Request Board waive the first reading of an ordinance titled, “An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 2.88.040 of the Inyo County Code to Provide for Increases in the Salary for Certain Elected County Officials, Excluding Members of the Board of Supervisors,” and set enactment for Tuesday, December 18, Board of Supervisors Room, Independence.

TIMED ITEMS (Items will not be considered before scheduled time but may be considered any time after the scheduled time)

- 10:45 a.m. 21. **PUBLIC WORKS – Road Department** – Request Board: A) waive the first reading of an ordinance titled, “An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Sections 10.56.010, 10.56.020, and 10.56.030, and Repealing Section 10.56.040, of the Inyo County Code, Pertaining to Weight Limitations on Certain County Highways and Bridges” and set enactment for 11 a.m. Tuesday, December 18, Board of Supervisors Room, Independence; and B) authorize the Public Works Department Head, or his designee, to apply for and negotiate terms for proper advance warning signage and encroachment permits and placement with the California Department of Transportation, Nevada Department of Transportation, and Nye County, NV Public Works Department.
22. **PUBLIC WORKS** – Request Board: A) conduct a public hearing to take public comment on the Eastern Sierra ATV Adventure Trails System Project; B) approve the submittal of a report to the Legislature summarizing the Assembly Bill 628/Senate Bill 1345 Pilot Project; and C) authorize the Chairperson to sign the transmittal letter accompanying the report.
- 11 a.m. 23. **PUBLIC WORKS** – Request Board conduct a workshop on the operational status of the Laws, Independence, and Lone Pine Town Water Systems.
- 1:30 p.m. 24. **BOARD OF EQUALIZATION** – The Board will recess and reconvene as the Inyo County Board of Equalization (separate agenda).

Note: The agenda items listed below may be considered by the Board at any time during the meeting in the Board's discretion, including before scheduled timed items.

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

25. **PUBLIC COMMENT**

BOARD MEMBER AND STAFF REPORTS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 8

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

FROM: County Administrator – Personnel

FOR THE BOARD MEETING: December 11, 2018

SUBJECT: Risk Manager

DEPARTMENTAL RECOMMENDATION:

Request Board: A) find consistent with the Authorized Position Review Policy: 1) the availability of funding for one (1) Risk Manager exists in the General Fund Budget, as certified by the County Administrator and concurred with by the Auditor-Controller; and 2) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled by an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and B) authorize the County Administrator to sign the at-will contract Aaron Holmberg at a monthly salary of \$8,139 effective December 18, 2018.

SUMMARY DISCUSSION:

Mr. Holmberg comes to the County with a wide variety of experience in the Risk Management field. He has a Master of Business Administration and an Associate's in Risk Management. He is currently employed with the San Francisco Community College District as the Risk Services Coordinator.

ALTERNATIVES: Your Board could choose to not approve the contract; however, this is not recommended because the Risk Manager is a critical position.

OTHER AGENCY INVOLVEMENT: County Counsel

FINANCING: This position is budgeted in the 2018/2019 Risk Management Budget.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date: <u>12/3/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: _____ Date: _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date: <u>12/3/18</u>
BUDGET OFFICER:	BUDGET RELATED ITEMS (Must be reviewed and approved by the budget officer prior to submission to the board clerk.) Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE: Clint Gaultier Date: 12/3/18
 (Not to be signed until all approvals are received)
 (The Original plus 14 copies of this document are required)

**AGREEMENT BETWEEN COUNTY OF INYO
AND AARON HOLMBERG
FOR THE PROVISION OF PERSONAL SERVICES
AS A RISK MANAGER**

INTRODUCTION

WHEREAS, Aaron Holmberg (hereinafter referred to as "Risk Manager") has been or will be duly appointed as a Risk Manager for Inyo County; and

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

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

Risk Manager shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. ADMINISTRATION OF CONTRACT.

Risk Manager will report directly to and shall work under the direction of the County Administrative Officer. As the County's Personnel Director, the County Administrative Officer will administer this contract.

3. TERM.

The term of this Agreement shall be from December 18, 2018 until terminated as provided below.

4. CONSIDERATION.

A. Compensation. County shall pay Risk Manager 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 Risk Manager.

B. Travel and Per Diem. County shall reimburse Risk Manager for the travel expenses and per diem which Risk Manager incurs in providing services and work under this Agreement. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Risk Manager for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Risk Manager without the proper approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Risk Manager 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.

D. Manner of Payment. Risk Manager will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

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

5. WORK SCHEDULE.

Risk Manager's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Risk Manager that the performance of these services and work will require a varied schedule. Risk Manager, in arranging her schedule, will coordinate and make arrangements to fulfill the requirements of the services and work which is necessary.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Risk Manager to provide the services and work described in Attachment A must be procured by Risk Manager and be valid at the time Risk Manager enters into this Agreement or as otherwise may be required.

Further, during the term of this Agreement, Risk Manager must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, and professional licenses or certificates. Risk Manager will provide County, at County's request, 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 Risk Manager 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.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Risk Manager by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Risk Manager will use reasonable care to protect, safeguard and maintain such items while they are in Risk Manager's possession.

B. Products of Risk Manager 's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result or product of, Risk Manager'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, Risk Manager will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

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

10. DEFENSE AND INDEMNIFICATION.

In the event the Risk Manager is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Risk Manager harmless from any and all liability arising from such acts as required by law.

11. TERMINATION AND DISCIPLINE.

Risk Manager's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Risk Manager Ninety (90) days written notice of such intent to terminate. Risk Manager may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

12. ASSIGNMENT.

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

13. NONDISCRIMINATION.

Risk Manager agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

14. CONFIDENTIALITY.

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

15. CONFLICTS.

Risk Manager agrees that Risk Manager 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. Risk Manager agrees to complete and file appropriate conflict of interest statements.

16. POST AGREEMENT COVENANT.

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

17. 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.

18. NOTICE.

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

County of Inyo

<u>County Administrator</u>	<u>Department</u>
<u>P.O. Drawer N</u>	<u>Mailing Address</u>
<u>Independence, CA 93526</u>	<u>City and State</u>

Risk Manager

<u>Aaron Holmberg</u>	<u>Name</u>
<u>26 Hazelwood Ave.</u>	<u>Street</u>
<u>San Francisco, CA 94112</u>	<u>City and State</u>

29. 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.

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**AGREEMENT BETWEEN COUNTY OF INYO
AND AARON HOLMBERG
FOR THE PROVISION OF PERSONAL SERVICES
AS A RISK MANAGER**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
18th DAY December, 2018.

COUNTY OF INYO

By: _____

Dated: _____

RISK MANAGER

By: AARON HOLMBERG
Print or Type Name

Aaron Holmberg
Signature

Dated: 11/30/2018

APPROVED AS TO FORM AND
LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL
REQUIREMENTS:

[Signature]
Personnel Services

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND AARON HOLMBERG
FOR THE PROVISION OF PERSONAL SERVICES
AS A RISK MANAGER**

TERM:

FROM: December 18, 2018 TO: TERMINATION

SCOPE OF WORK:

Upon commencing employment, Risk Manager shall perform the duties and responsibilities as identified in the job description for Risk Manager incorporated herein by this reference.

COUNTY OF INYO

RISK MANAGER

DEFINITION

To plan, develop, and administer a comprehensive risk management and loss control program to protect and preserve County property and assets; and to perform related duties as required.

ESSENTIAL JOB DUTIES

Researches, procures, and implements loss control and insurance programs to protect County properties and liabilities; administers insurance programs such as General Liability and Workers Compensation; investigates claims and makes recommendations for settlement or rejection; develops defense strategies for contested claims; negotiates and settles claims; monitors pending cases; serves as liaison with all parties involved in claims process; identifies areas of potential risk and recommends appropriate risk transfers; recommends methods of decreasing loss exposure/minimizing risk; develops cost allocation plans and loss control procedures; selects appropriate risk financing; coordinates Safety Program activities, including accident investigation/prevention; develops safety rules/procedures to minimize injuries and property damage; develops training programs to improve worker safety; prevent accidents, manage stress, etc.; manages efforts to recover damages due to County resulting from property damage; prepares annual report; monitors relevant legislation and lobbies for needed changes in Risk Management policies; represents the County on various Boards, conferences, and seminars.

EMPLOYMENT STANDARDS

Experience: A Bachelor's degree in an applicable field; AND five years of increasingly responsible experience in Risk Management activities, to include two years of supervisory experience.

Knowledge of: Management principles, including program planning, implementation, and administration; principles and practices of administrative survey and analysis; Federal, State, and local laws relating to insurance management, claims processing, and occupational safety regulations; principles and practices of risk management, loss control, and asset protection; programs relating to general and financial liability protection; financial and legal requirements for developing, implementing, and administering self-insurance plans; claims adjusting and settlement methods; subrogation procedures; contract and tort law as it applies to general liability, claims adjustment, and insurance settlements; workers compensation and safety laws and regulations; basic types of insurance/insurance contracts/insurance policies and procedures; principles and practices of accounting and financial analysis; budgetary practices and controls; principles and practices of training.

Ability to: Develop and implement a County-wide insurance and risk management program; develop/evaluate program policies and procedures; analyze and interpret laws, ordinances, and insurance regulations; analyze and assess risks and make recommendations; analyze and interpret complex insurance policies, actuarial data, legal documents, and reports; plan and coordinate loss control programs; determine occupational and health hazards and develop programs to abate/minimize risks; collect, evaluate, and interpret data; prepare and present clear and concise reports; communicate effectively orally and in writing; exercise initiative, ingenuity, and sound judgment in solving difficult technical and administrative problems; work independently; work cooperatively with those contacted in the course of work.

Special requirements: Must possess or obtain by appointment date a valid operator's license issued by the State Department of Motor Vehicles.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND AARON HOLMBERG
FOR THE PROVISION OF PERSONAL SERVICES
AS RISK MANAGER**

TERM:

FROM: December 18, 2018 TO: TERMINATION

SCHEDULE OF FEES:

1. After commencing employment, Risk Manager shall be paid at Range 88 Step D (\$8,139 per month), and shall be paid every two weeks on County paydays.
2. The County Administrator will review Risk Manager's performance annually. As a result of such review, the County Administrator may authorize an increase in Risk Manager's salary to a higher step in the range for the Risk Manager's position.
3. Except as otherwise provided in this contract, Risk Manager shall be compensated and receive benefits according to Inyo County Resolution Number 2018-02 or a successor resolution applicable to Management Employees.
4. County will provide and maintain a motor vehicle for Risk Manager's use travelling between work locations and in conducting other County business. Said vehicle will be garaged overnight at a County facility unless prior permission is granted by the County Administrator or his designee.
5. Risk Manager shall be credited with eighty (80) hours of vacation leave upon the first day of Risk Manager's employment. (He may thereafter accrue additional vacation leave in accordance with applicable County policies.)
6. Risk Manager is entitled to forty (40) paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.
7. The County shall reimburse Risk Manager for reasonable moving expenses including temporary housing up to \$5,000.00 that are incurred between December 1, 2018 and March 1, 2019. Risk Manager shall provide the County with receipts or other proof of actual expenditures made.
8. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND AARON HOLMBERG
FOR THE PROVISION OF PERSONAL SERVICES
AS A RISK MANAGER**

TERM:

FROM: December 18, 2018 TO: TERMINATION

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

1. Subject to Paragraph 2 below, County will reimburse Risk Manager for travel and per diem expenses in the same amount and to the same extent as County reimburses its permanent status merit system employees.
2. Risk Manager will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence, California.

\\\\ NOTHING FOLLOWS



AGENDA REQUEST FORM
 BOARD OF SUPERVISORS
 COUNTY OF INYO

For Clerk's Use Only:
 AGENDA NUMBER
 9

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

FROM: Inyo County Free Library

FOR THE BOARD MEETING OF: December 11, 2018

SUBJECT: Request to hire a Librarian II.

DEPARTMENTAL RECOMMENDATION:

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

- A) The availability of funding for the requested position exists in the Library budget as certified by the Library Director and concurred with by the County Administrator and Auditor-Controller; and
- B) Where internal candidates meet the qualifications for the position, allow the vacancy to be filled through an internal recruitment; and
- C) Approve the hiring of one full time Librarian II, Range 57 (\$3297-\$4006); and
- D) In the event an internal candidate is not selected to fill the position, authorize an open recruitment; and
- E) If the Librarian II position is filled by an internal candidate, authorize the recruitment and filling of the subsequent vacant position.

SUMMARY DISCUSSION:

The Librarian II position will become vacant on December 13, 2018 as the current employee has accepted a position with Cerro Coso Community College. Depending on the Library's need, employees in this position may perform technical services such as cataloging and classification, maintenance of bibliographic records, maintain the book rotation system, materials preservation, and collection development; and will also be expected to work in public services such as manage a small or medium branch library, perform reader's advisory and reference work, assist patrons with technology needs, and conduct programming. This is a supervising position, and the occupant will also assist in training new employees. All library positions are required to work at various branch libraries as needed to provide excellent library service.

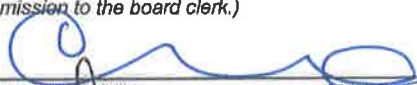
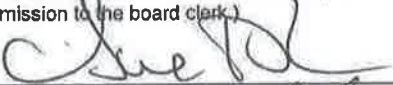
The Library is respectfully requesting authorization to hire a Librarian II and initially conduct an internal recruitment. Additionally, it is requested that your Board also authorize the recruitment and filling of any subsequent vacancy that may arise as a result of this process.

ALTERNATIVES:

Your Board could choose not to authorize the hiring of the Librarian II position. This is not recommended, however, as the Library will be operating below its authorized level hindering its ability to serve the public.

OTHER AGENCY INVOLVEMENT: Personnel

FINANCING: Funding for this position is included in the FY 2018/19 library budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u> N/A </u> Date <u> </u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u> yes </u> Date <u> 11/28/2018 </u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u> ✓ </u> Date <u> 11/28/18 </u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date:

 12/3/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
10

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: DEC 11 2019

SUBJECT: Authorize the hiring of (1) Engineer Assistant Civil or (1) Engineering Assistant I/II

DEPARTMENTAL RECOMMENDATIONS:

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

1. The availability of funding for the requested Engineer Assistant Civil or Engineering Assistant I/II position comes from the General Fund, as certified by the Public Works Director and concurred with by the County Administrator, and the Auditor-Controller;
2. Where internal candidates meet the qualifications for the position; an external recruitment would be appropriate to best ensure a pool of the most qualified candidates; and
3. Authorize the hiring of either; Engineer Assistant Civil at Range 73 (\$4,900-\$5,960), or an Engineering Assistant I or II at Range 71 (\$4,675-\$5,683) or Range 75 (\$5,141-\$6,249) depending on qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Staff has been recruiting for a Planning Transportation position which was recently filled with an internal recruitment. This internal recruitment left Public Works a vacancy in the engineering department classification of Engineering Assistant Civil. We believe that by expanding the recruitment to include the Engineering Assistant position, we may have a better chance of a successful candidate pool. We have had great success with recruiting for Engineering Assistants and believe that this will continue.

ALTERNATIVES:

The Board could decide not to approve filling the position or expanding the recruitment. This is not recommended, as the position is allocated and plays a key role in the professional and technical activities of the Department.

OTHER AGENCY INVOLVEMENT:

Personnel Department for recruitment
Auditor.

FINANCING:

This position is currently budgeted in the Public Works Budget Unit 011500.

Agenda Request Form
Board meeting of
Subject:

APPROVALS

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

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
Approved: yes Date 11/28/18

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 11/28/18

DEPARTMENT HEAD SIGNATURE: [Signature] Date: 11/30/18
(Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
11

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

FROM: Jason Molinar, Inyo County Coroner

FOR THE BOARD MEETING OF: December 11, 2018

SUBJECT: Approval of Amendment #1 between the County of Inyo and Michael Joseph O'leary for Personal Services as a County Officer

DEPARTMENTAL RECOMMENDATION:

Request your Board approve Amendment #1 to the contract between the County of Inyo and Michael Joseph O'leary, for Personal Services as a County Officer, amending the contract by:

- A. Changing the end date of the contract to December 31, 2020; and
- B. Increasing the contract amount by \$35,000 for a total contract amount not to exceed \$45,000

SUMMARY DISCUSSION:

This amendment is being brought before your Board to extend the end date through December 31, 2020 and to increase the contract amount to \$45,000 to cover the charges through the new end date.

Mr. O'leary is the current Deputy Coroner in the Southern portion of Inyo County and provides services to Lone Pine, Tecopa, Shoshone, and the Death Valley area, to name a few. This amendment will allow Mr. O'leary to continue his work so that no interruption in services occurs.

ALTERNATIVES:




Your Board could disapprove the contract amendment, but this action is not recommended because these services are critical to the Coroner function.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:


Funding is provided in the Coroner Budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>11/21/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>11/29/18</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>11/30/18</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

(The Original plus 14 copies of this document are required)



Date 11/29/2018

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Michael Joseph Oleary
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Michael Joseph Oleary (hereinafter referred to as "Officer"), have entered into an Agreement for the Provision of Personal Services as a County Officer, dated August 1, 2018, on County of Inyo Standard Contract No. 201 for the term from August 1, 2018 to December 31, 2018.

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

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

County and Officer hereby amend such Agreement as follows:

2. TERM.

The term of this Agreement shall be from August 1, 2018 to December 31, 2020 unless sooner terminated as provided below.

3. CONSIDERATION.

D. Limit upon amount payable under Agreement. The total sum of the all payments made by the County to Officer for services and work performed under this Agreement, including overtime, travel, and per diem expenses, if any, and all payments made by the County to any Federal, State, County, or municipal agency by reason of Officer's employment under this contract, including employer's social security contributions and state disability insurance, if any, shall not exceed \$45,000 dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Officer for services or work performed, including overtime, travel or per diem, which is in excess of the contract limit.

The effective date of this Amendment to the Agreement is January 1, 2019.

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

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Michael Joseph O'leary
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

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

____ DAY OF _____, _____.

COUNTY OF INYO

By: _____

Dated: _____

OFFICER

By: Michael J O'leary
Signature

Michael O'leary
Type or Print

Dated: 11/28/2018

APPROVED AS TO FORM AND LEGALITY

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

M. Baker-Jude
County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

12

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

FROM: County Administrator-Office of Emergency Services/Sheriff's Department

FOR THE BOARD MEETING OF: December 11, 2018

SUBJECT: Proposed Fiscal Year 2018 Homeland Security Grant Program (HSGP) Application and Resolution identifying the County Administrator/Director of Emergency Services as the County's Authorized Agent for executing actions necessary to obtain the Fiscal Year 2018 Homeland Security Grant Program (HSGP) and related federal financial assistance by the Department of Homeland Security through the State of California

DEPARTMENTAL RECOMMENDATION:

Request your Board:

(A) Review the proposed Fiscal Year 2018 Homeland Security Grant Program Application and, if deemed acceptable;

(B) Approve the submittal of the Fiscal Year 2018 Homeland Security Grant Program Application and authorize the County Administrator, as the designated Authorized Agent, to sign the grant application, as well as any and all accompanying documents, by approving "Governing Board Resolution No. 2018-XX" designating the County Administrator/Director of Emergency Services as the County's Authorized Agent to execute for, and on behalf of Inyo County, an application to be filed with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub awarded through the State of California; and

(C) Authorize the Chairperson to sign the Resolution Addendum letter.

SUMMARY DISCUSSION:

The Department of Homeland Security has announced the release of the Fiscal Year 2018, Homeland Security Grant Program (HSGP) California Supplement to the Federal Notice of Funding Opportunity. The HSGP annually allocates non-matching funds to Local Agencies/Operating Areas to help build, sustain and deliver core capabilities. Recipients are encouraged to consider national areas for improvement that have been identified in the Federal Fiscal Year 2017 National Preparedness Report (NPR). The NPR is published each year to report national progress in building, sustaining, and delivering the core capabilities to support the goal of maintaining a secure and resilient nation. This report provides a national perspective on critical preparedness trends for community partners to use to prioritize programs, allocate resources, and communicate with stakeholders about issues of concern.

A priority of the Homeland Security Grant Program is to support investments that improve and strengthen communication capabilities through planning, governance, technology and equipment. This includes improving the ability of jurisdictions to respond and communicate quickly with the community to help save lives, protect property and the environment, and to meet basic human needs in the aftermath of a catastrophic incident. To further support the communication capabilities, a portion of the 2018 HSGP funds will continue to be used to purchase the OnSolve-Code Red (the global high-speed mass notification and emergency communication) data base back up, which now includes the Integrated Public Alert Warning System (IPAWS) module add-on service that quickly delivers messages to targeted areas of the entire County during emergencies.

If the Board chooses to apply for the 2018 HSGP, other projects will include hiring a contractor/consultant to update the Inyo County Emergency Operations Plan (EOP). Updating the EOP is mandatory to continue to receive HSGP funds and to remain compliant with the Comprehensive Preparedness Guide 101 version 2.0. The 2018 HSGP will also fund staff attendance at the annual Environmental Systems Research Institute (ESRI) User Conference and National Security Summit as well as the California Emergency Services Association (CESA) conference. The balance of the funds will go towards a Geospatial Information System (GIS) improvement project to enhance mapping as well as for the purchase of handheld-mobile radios for Fire and Law Enforcement.

ALTERNATIVES:


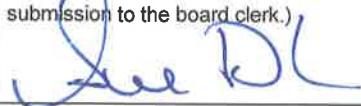
Your Board could choose not to authorize the submittal of the 2018 Homeland Security Grant application, but this alternative is not recommended. Receiving these grant funds annually is important to support the County's ability to build, sustain and deliver core capabilities that are necessary for maintaining a safe and resilient community. If the County does not apply for the 2018 HSGP, an alternative source of funding will need to be identified to sustain the County's current recurring emergency service projects.

OTHER AGENCY INVOLVEMENT:

Funding for this grant is provided and administered by the State of California Governor's Office of Emergency Services.

FINANCING:

The 2018 HSGP grant application is for \$93,429 and requires no cost share or match. Upon State written approval of the grant, a new budget will be created and the Fiscal Year 2018-2019 Board Approved Budget will be amended accordingly.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>11/30/18</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>12/4/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>12/3/18</u>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 12/4/18

RESOLUTION NO. 2018-51

Governing Body Resolution

BE IT RESOLVED BY THE Board of Supervisors
(Governing Body)

OF THE County of Inyo THAT
(Name of Applicant)

County Administrative Officer, OR
(Name or Title of Authorized Agent)

Director of Emergency Services, OR
(Name or Title of Authorized Agent)

(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subawarded through the State of California.

2018 Homeland Security Grant Program

Passed and approved this 11th day of December, 2018

Certification

I, Darcy Ellis, duly appointed and
(Name)
Assistant Clerk of the Board of Supervisors
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Board of Supervisors of the County of Inyo on the 11th December, 2018

Assistant Clerk of the Board
(Official Position)

(Signature)

(Date)



BOARD OF SUPERVISORS COUNTY OF INYO

P. O. DRAWER N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373
email: dellis@inyocounty.us



December 11, 2018

California Office of Emergency Services
Emergency Management Grants Unit
3650 Schriever Avenue
Mather, CA 95655

On December 11, 2018, the Inyo County Board of Supervisors resolved that the County Administrative Officer / Director of Emergency Services was authorized to execute for and on behalf of the County of Inyo any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and subawarded through the State of California.

Inyo County's Administrative Officer is also the designated Director of Emergency Services. Mr. Clint Quilter serves in both of these capacities. His information is as follows:

Clint Quilter
County of Inyo
County Administrative Officer
Director of Emergency Services
224 N. Edwards Street
P.O. Drawer N (use as mailing address)
Independence, CA 93526
cquilter@inyocounty.us
(760) 878-0292-phone
(760) 878-0465-FAX

Sincerely,

Dan Totheroh
Chairperson, Board of Supervisors



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: HEALTH AND HUMAN SERVICES Behavioral Health Division

FOR THE BOARD MEETING OF: December 11 , 2018

SUBJECT: Approve Participation Agreement and Business Associate Agreement for the Approved Technology Suite Innovations Plan

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the Participation Agreement for the approved MHSA Services Act Innovation Program with the California Mental Health Services Authority (CalMHSA) and the accompanying Business Associates agreement; and authorize the HHS Deputy Director of Behavioral Health to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Mental Health Services Act (MHSA) Tech Suite Innovations Plan was approved by Your Board for submission on September 11, 2018. The Plan was then presented by a cohort of 11 counties to the Oversight and Accountability Commission (OAC) and approved on September 27, 2018. The next step in the process is to sign the participant agreement with CalMHSA, which acts as the fiscal intermediary, and to ensure that a Business Associates Agreement is put in place to ensure compliance with privacy and technology regulations. Cal MHSA has been instrumental in the development of the participant agreement that spreads the cost of the technology development and implementation costs across counties proportionate to size. We are then able to take part in the development and utilization of the mental health app, Mindstrong, bearing only a small amount of the cost. In addition, CalMHSA has developed the appropriate Business Associates Agreement to provide the necessary protections around privacy. We respectfully request permission for the Deputy HHS Director of Behavioral Health to sign both the participation agreement and the Business Associates agreement in order to move forward with this project. The cohort will begin to take steps toward implementation of the Innovations plan and will actually implement by January 1, 2019 for completion of the project by June 30, 2021. We will first focus on the target population of new moms and will later test the Mindstrong app with high school students. We will update your Board as we are able to report outcomes.

ALTERNATIVES:


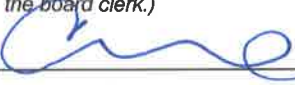

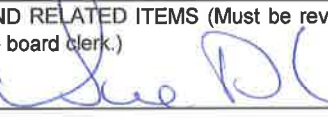
Your Board could choose not to approve participation in CalMHSA. We would not be able to move forward with this project without this participation.

OTHER AGENCY INVOLVEMENT:

Mental Health is under the umbrella of Behavioral Health, a division of Health and Human Services. The MHSA includes involvement of stakeholders and partners from all interested agencies involved in mental health issues.

FINANCING:

State MHSA funds. Funds are deposited into the MHSA trust (505306), and budgeted as revenue in the Mental Health budget (045200). MHSA expenses are tracked in the Mental Health Budget and transfers occur from the MHSA Trust into Mental Health to cover those expenditures. No County General Funds are used.

<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>11/16/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved:  Date <u>11/27/2018</u> 
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:  Date <u>11/26/18</u>

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



Date: 11/28/18

**PARTICIPATION AGREEMENT FOR THE MENTAL HEALTH SERVICES ACT
INNOVATION PROGRAM**

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY – COUNTY OF INYO

1. **THIS PARTICIPATION AGREEMENT** is entered into on _ by and between the California Mental Health Services Authority (“CalMHSA”) and the County of Inyo, a political subdivision of the State of California, through its Inyo County Health and Human Services Department (“Participant”) for participation in the Mental Health Services Authority Innovation Program (“Program”).
2. CalMHSA and Participant acknowledge that the Program will be governed by CalMHSA’s Joint Powers Agreement and its Bylaws, and by this Participation Agreement. The following exhibits are intended to clarify how the provisions of those documents will be applied to this Program.
 - Exhibit A Program Description
 - Exhibit B General Terms and Conditions
 - Exhibit C County-Specific Scope and Funding
3. The term of the Program is **January 1, 2019** through **June 30 , 2021**.

4. Authorized Signatures:

CaIMHSA

Signed: _____ Name (Printed): _____
Title: Executive Director/Chief Operating Officer Date: _____

Participant: County of Inyo

Inyo County Health and Human Services Behavioral Health Division

Signed: _____ Name (Printed): Gail Zwier, Ph.D.
Title: HHS Deputy Director of Behavioral Health Date: _____

APPROVED AS TO FORM:
Office of the County Counsel

Signed:  _____ Name (Printed): Josh. Carl Vallejo
Title: County Counsel Date: 11/16/2018

EXHIBIT A

PROGRAM DESCRIPTION

I. **Name of Program** – Mental Health Services Act Innovation Program

II. **Program Overview**

CalMHSA will assist participating counties to act jointly or in coordination to introduce new mental health practices, make changes to existing practices in the mental health field, or apply promising community-driven practices that have been successful in other fields. These efforts will be directed to increasing access to mental health services by underserved populations and the overall population, increasing quality of services, or promoting collaboration among agencies and communities.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

I. Definitions

The following words, as used throughout this Participation Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.
- B. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.
- C. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- D. Mental Health Services Act (MHSA) – A law initially known as Proposition 63 in the November 2004 election that added sections to the Welfare and Institutions Code providing for, among other things, PEI Programs.
- E. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- F. Program – The program identified in Exhibit A.

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - 1. Act as fiscal and administrative agent for Program.
 - 2. Manage funds received consistent with the requirements of any applicable laws, regulations, guidelines, and/or contractual obligations.
 - 3. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
 - 4. Submit plans, updates, and/or work plans for review and approval by Participant representative.
 - 5. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
 - 1. Transfer funds for the Program as specified in Exhibit C at the beginning of each fiscal year identified in Exhibit C, County-Specific Scope and Funding.

2. Identify a representative authorized to act for Participant and receive notices on behalf of Participant with regard to the Program.
3. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
4. Provide feedback on Program performance.
5. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

III. Duration, Term, and Amendment

- A. The intention of the Program is to continue as long as Participant and other participants wish to act together to conduct Innovation projects. However, the obligation of Participant to pay funds is limited to the periods and amounts stated in Exhibit C, County-Specific Scope and Funding.
- B. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and Participant, expressed in writing and signed by authorized representatives of both parties.
- C. Participant may withdraw from the Program and terminate the Participation Agreement upon six (6) months' written notice. Notice shall be deemed served on the date of mailing.

IV. Withdrawal, Cancellation, and Termination

- A. Upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed shall be returned to Participant. Unused funds paid for a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed on particular participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular county that paid them.

VI. Fiscal Provisions

- A. Funding required from Participant will not exceed the amount stated in Exhibit C, "County-Specific Scope and Funding," attached hereto.
- B. CalMHSA shall invoice Participant on an annual basis in accordance with the amounts stated in Exhibit C. Each invoice must be signed by a designated official for the Program.
- C. Participant shall remit payment to CalMHSA within thirty (30) days of contract execution.

V. Mutual Indemnification

To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from other's negligence in the performance of its obligations under this

Agreement, including the performance of the other's subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.

EXHIBIT C

COUNTY-SPECIFIC SCOPE AND FUNDING

MHSA Innovation 3 Project – Increasing Access to Mental Health Services and Supports Utilizing a Suite of Technology-Based Mental Health Solutions

CalMHSA will be contracted to provide overall administrative oversight and contract procurement for a multi-county collaborative innovative program to be active for three years (FY 2018/19 – 2020/21_). Procurement will include contract agreements with existing private sector companies providing a variety of technology-based mental health services and supports. Additionally, these services will include a mechanism for access and linkage to traditional behavioral health care within the Inyo County system.

The goal of the innovative component program is to determine whether utilization of a suite of technology-based mental health services and supports through multiple platforms, including mobile devices and computers, provides a greater opportunity for potential new and existing clients to receive necessary supportive services and/or care. Participating counties will have the opportunity to choose all or portions of the suite as their innovative program Inyo County will be taking part in the following suite component(s):

- X Digital Phenotyping using Passive Data
- X Community Engagement and Outreach
- X Outcomes Evaluation

The goal of the program is to provide greater access and linkage to technology-based and traditional mental health care and supportive services and better determine mental health care needs through use of technology-based services not previously utilized in the public mental health system. The intended outcomes of providing these supports and services are as follows:

- Users report Mindstrong increased their awareness of their own wellbeing, and active steps they can take to support it.
- Users report that Mindstrong removed mental health access barriers such as concerns about stigma and confidentiality.
- Families and friends synced to a patient's alerts report they have observed benefits in improved recovery times, mood stabilization, or willingness to reach out for support.
- The integrated WRAP approach increases users' sense of control and agency in their own recovery.
- Users report that Mindstrong normalized their experience of depression or anxiety, and decreased their sense of isolation.
- Perinatal clients perceive the personal benefits of Mindstrong so clearly they would recommend Mindstrong to their family and friends, or utilize Mindstrong again themselves during another pregnancy and perinatal event.

- A percentage of high school graduates continue to use the application as part of an ongoing support strategy.

This will be a 3 year project.

Innovation Primary Purpose

Overall, the primary purpose of this innovative project is to increase access to mental health care and support and to promote early detection of mental health symptoms, or even predict the onset of mental illness.

This innovative program anticipates increasing access to unserved and underserved populations actively utilizing or who have ability to utilize technology-based services. These potential clients may not be able to seek traditional care due to fear, stigma or physical limitations. This program will serve to reduce stigma associated with mental health care using virtual innovative engagement strategies including social media, care pathways and bidirectional feedback.

Target Population

The first population that we have chosen is perinatal women. As a behavioral health system in a small rural area we have an up-close view of the generational nature of family struggles and are consistently looking for ways to impact and break the cycle. As we work with persons "birth to grave", we are looking for opportunities to impact the next generation but need to do this by also supporting the current generation. We have learned in our work with mothers with addiction and trauma issues that it is equally important to support and nurture the mother while encouraging the mother to support and nurture the infant. Several of the new moms in our programs have voiced a desire for and have resonated with this type of support. There is an important opportunity through prenatal healthcare to develop the awareness around postpartum issues and taking steps to avoid the adverse childhood events that may result from the mother's level of stress and isolation.

The other population of focus chosen is our youth transitioning out of high school and into further education or into the workforce. For Inyo's transition-age youth (TAY) population, pressures associated with transitioning from high school to secondary education or the work force can be amplified by Inyo's 4-5 hour geographic isolation from populous urban centers in any direction. This causes many contemplating a move toward independence to struggle with anxieties about navigating freeways, crowds, and urban systems without any previous experience. For youth deciding to stay in Inyo for their early adulthood, trying to find a living wage job and rent in an inflated housing market can seem just as daunting. These normal stresses can prove overwhelming when combined with an individual's physical and mental health struggles. The potential to be able to identify and intervene with a high school senior who needs a higher level of care at this emergent time in life could prove invaluable if in advance of trouble with grades, graduation, or ineligibility to play sports, a youth could receive targeted support that carries over into his or her stage of life transition.

Technology-Based Mental Health Solutions

The components of this innovative project are as follows:

- Technology Investment:
 - Virtual Evidence-Based Therapy
 - Digital Phenotyping: Using Passive Data for Early Detection and Intervention
- Community Engagement and Outreach: Engaging Users and Promoting Use of Technology-Based Mental Health Solutions
- Outcome Evaluation

Budget

Expense	Description	FY 2018-19	FY 2019-20	FY 2020-21	Totals
Mindstrong	*Start Up fee & Development fund *Annual Licensure *Clinical services	\$11,252 \$2,813 \$75,000	\$0 \$2,813 \$75,000	\$0 \$2,813 \$75,000	\$244,691
Tech Suite Evaluator	*Start up fees *Local customization *Annual Licensure	\$11,252	\$2,813	\$2,813	\$16,878
Tech Suite Outreach & Marketing	*Start Up fee *Annual local project fee	\$4,688	\$1,875	\$1,875	\$8,438
Tech Suite Admin	*CALMHSA coordinator contracting and other admin costs	\$13,750	\$0	\$0	\$13,750
Inyo Staff & Admin *Not subject to CalMHSA Admin	*ICHHS/BH staff oversight *Local promo & incentives *Provider support *ICHHS Outcomes and Eval *fiscal contracting/admin	\$55,000	\$55,000	\$55,000	\$165,000
TOTAL		755,178,	\$137,501	\$137,501	\$448,757

**BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

Inyo County Health and Human Services Behavioral Health Division (ICHHS-BH) is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

CalMHSA performs or provides functions, activities or services to ICHHS-BH that require CalMHSA in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, CalMHSA is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between ICHHS-BH and CalMHSA in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor (CalMHSA).
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean ICHHS-BH.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.

- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business

Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the

recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
 - 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
 - 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
 - 5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business

Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief Privacy Officer at: Privacy Officer, Name, _____ County Behavioral/Mental Health Department, Address, Email**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify CalMHSA.

- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individual(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are

requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate

shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.


AUTHORIZED SIGNORS:

INYO COUNTY HEALTH AND HUMAN SERVICES

Signed: _____ Name (Printed): _____
Title: _____ Date: _____
Address: _____
Phone: _____ Email: _____

Signed: _____ Name (Printed): _____
Title: _____ Date: _____
Address: _____
Phone: _____ Email: _____

APPROVED AS TO FORM:

Signed:  Name (Printed): John-Carl Valley
Title: Assistant County Counsel Date: 11/16/2018
Address: _____
Phone: _____ Email: _____

Signed: _____ Name (Printed): _____
Title: _____ Date: _____
Address: _____
Phone: _____ Email: _____

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY (CaMHSA)

Signed: _____ Name (Printed): _____
Title: Executive Director or Chief Operating Officer Date: _____
Address: c/o George Hills Company, 3043 Gold Canal Drive, Rancho Cordova, CA 95670
Phone: (916) 859-4800 Email: @calmhsa.org

Signed: _____ Name (Printed): Dawan Utecht
Title: CaMHSA President Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
14

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

FROM: Public Works

FOR THE BOARD MEETING OF: DEC 11 2019

SUBJECT: Authorize blanket purchase order to Statewide Traffic Safety & Signs

DEPARTMENTAL RECOMMENDATIONS:

- 1) Authorize and approve a blanket purchase orders for the following vendor in the following amount:
 - a. Statewide Traffic Safety & Signs for \$30,000

SUMMARY DISCUSSION:

Public Works is a large department operating off nearly thirty (30) budgets. According to Inyo County Purchasing and Contracting Policy and Procedure Manual Section II. Departmental Responsibilities G. Blanket Purchase Orders, "With the additional delegation of purchase authority to Department Heads, it is anticipated that repetitive purchases may still be most appropriately handled by establishing blanket purchase orders with specific vendors. 2.) When the same vendor is used repetitively for similar service, the requesting department may be required to initiate a blanket purchase order. Such requests may be initiated by the Purchasing Agent or the Auditor as the regular use is monitored." And Section VII. Special Instructions, G. Consolidation of Departmental Requests, "Departments shall make every effort to consolidate similar goods and supplies into a single purchase requisition. In addition, the purchasing division/department may periodically issue a schedule of planned procurement solicitations for specific common products or materials. Department requests should be consolidated and submitted in accordance with these schedules. Good and supplies shall be ordered in and consistent with future needs and available storage space."

In an effort to be compliant with this policy and proactive in our spending efforts, Public Works is requesting Board approval of the above blanket purchase orders. We make every effort to keep our business local and distributed throughout the Owens Valley. We purchase from vendors in both the North and South County when we can. Written quotes were requested from three vendors with responses from two vendors. Statewide Traffic Safety & Signs was the low quote.

ALTERNATIVES:

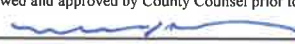

Your Board could choose not to authorize the Department Purchasing Authority increase or approve the blanket purchase orders. This is not recommended, as some of the items have been purchased and the others may need to be purchased for an emergency.

OTHER AGENCY INVOLVEMENT:

Office of the County Counsel
Auditor's Office.

FINANCING:

Given the fact that the policy is Department wide, not just specific to individual budgets, these invoices will be paid from, but not limited to the following budgets; 011100 Building & Maintenance, 011500 Public Works, 011501 Deferred Maintenance, 023200 Building & Safety 034600 Road, 150100 Bishop Airport, 152101 Independence Water Systems, 152201 Lone Pine Water Systems, 152301 Laws Water, 150300 Independence Airport, 150500 Lone Pine/Death Valley Airport and object codes within our department budget authority. There is sufficient budget split between all Public Works divisions to make these payments.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <small>(Must be reviewed and approved by County Counsel prior to submission to the board clerk.)</small>  Approved: <u>yes</u> Date: <u>11/28/18</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS <small>(Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)</small>  Approved: <u>yes</u> Date: <u>11/29/18</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS <small>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</small> Approved: <u>N/A</u> Date: _____

DEPARTMENT HEAD SIGNATURE:  Date: 11/30/18
(Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
15

FROM: Public Works/Road Department

FOR THE BOARD MEETING OF: ~~DEC 10 2018~~ **DEC 11 2019**

SUBJECT: Sole Source Declaration for Avalanche Monitoring

DEPARTMENTAL RECOMMENDATIONS:

The Public Works Department/Road Department requests the Board:

1. Declare Snow Survey Associates as a sole source provider for Avalanche Monitoring in Inyo County for the snow season of 2018/2019.
2. Approve a Purchase Order in the amount of \$10,000.00.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Inyo County Road Department has for a number of years been using Snow Survey Associates to provide Avalanche Monitoring. Historically, there has only been one provider for Avalanche Monitoring and that has been Snow Survey Associates. Snow Survey Associates also provides Beacon and Hazard Awareness Training to Road Department employees. The Road Department is asking your board to declare Snow Survey Associates to be the "sole source" provider for Avalanche Monitoring and approve a purchase order in an amount not to exceed \$10,000.00.

ALTERNATIVES:

The Board could choose to deny the sole source request. This is not recommended due to the high risk of avalanche events during the 2018/2019 snow season.

OTHER AGENCY INVOLVEMENT:

The Inyo County Auditors Office
County Counsel
County Administrative Officer

FINANCING:

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: <u>yes</u>	Date: <u>11/29/18</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: <u>yes</u>	Date: <u>11/29/18</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: _____	Date: _____

CAO/BUDGET OFFICER SIGNATURE: _____ Date: _____

DEPARTMENT HEAD SIGNATURE: alsh Date: 11/30/18
(Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
16

FROM: Public Works Department

FOR THE BOARD MEETING OF: DEC 11 2019

SUBJECT: Approve Amendment #1 to the lease agreement with Connie and Michael Layne Trust for the property located at 162 Grove Street Bishop, CA 93514.

DEPARTMENTAL RECOMMENDATIONS:

1. Approve Amendment #1 to the current Standard Lease Contract #010 with Connie and Michael Lane Trust, increasing the monthly rent to Six Thousand Nine Hundred Twenty Eight Dollars and Thirty Eight Cents (\$6,928.38).
2. Authorize the Chairperson to sign the Amendment to the Lease contingent upon the appropriate signatures being obtained and contingent upon the adoption of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Your Board approved the lease agreement between Inyo County and Connie and Michael Layne Trust on September 11, 2018 for the lease period of July 1, 2018 through June 30, 2019 with a monthly rent amount of \$6,284.25. Public Works is requesting to amend the Lease Agreement to increase the rent amount to \$6,928.38. This increase is due to an un-noticed clerical error in the original lease agreement amount which was discovered after board approval of the original lease.

ALTERNATIVES:

Your Board could deny the amendment to this lease, however, that is not recommended as there is no other office space that would serve the current needs of the County.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor

FINANCING:

State, Federal and Realignment Funds. Funding for payment of this lease is spread throughout all budgets whose programs are located in this facility, such as Social Services and Behavioral Health Budgets. The proper amounts will be budgeted in the appropriate budgets under rent. No County General Fund.

APPROVALS

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



Approved: yes Date 11/27/18

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 11/29/18

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

Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 11/29/18

**AMENDMENT NUMBER 1 TO
LEASE BETWEEN THE COUNTY OF INYO AND
Connie and Michael Layne Trust, The Mangold Family Trust**

WHEREAS, the County of Inyo (hereinafter referred to as "Lessor") and
Connie and Michael Layne Trust _____ for _____ lease of 162 Grove Street Bishop, CA 93514
(hereinafter referred to as "Lessee"), have entered into a Lease dated September 11, 2018, on
County of Inyo Standard Lease 010, for the term from July 1, 2018 through June 30, 2019.

WHEREAS, Lessor and Lessee do desire and consent to amend such Lease as set forth below;

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

Lessor and Lessee hereby amend as follows:

SECTION SEVEN. RENT.

The rent reserved to Lessor herein shall be the sum of SIX THOUSAND NINE HUNDRED TWENTY EIGHT DOLLARS AND THIRTY
EIGHT CENTS (\$6,928.38) per month and shall be paid in arrears, which means by the first of the month next following the
month on which such rental was earned.

The effective date of this Amendment to the Lease is July 1, 2018.

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

**AMENDMENT NUMBER 1 TO
LEASE BETWEEN THE COUNTY OF INYO AND
Connie and Michael Layne Trust, The Mangold Family Trust**

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

LESSOR
County of Inyo

LESSEE

By: _____
Signature

By: _____
Signature

Type or Print

Type or Print

Dated: _____


Dated: _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

**LEASE AGREEMENT
BY AND BETWEEN THE COUNTY OF INYO AND
CONNIE AND MIKE LAYNE, TRUSTEES OF THE CONNIE AND MIKE LAYNE TRUST,
AND CONNIE LAYNE, TRUSTEE OF THE MANGOLD FAMILY TRUST.**

THIS LEASE AGREEMENT, made and entered into this first day of July, 2018, by and between Connie Layne and Mike Layne, Trustees of The Connie and Mike Layne Trust and Connie Layne, Trustee of The Mangold Family Trust, hereinafter referred to as "Lessor," and the County of Inyo, a political subdivision of the State of California, hereinafter referred to as "County," whereby the parties hereto agree as follows:

WITNESSETH:

SECTION ONE. ADMINISTRATION.

This Lease Agreement, hereinafter referred to as "Lease," shall be administered on behalf of the County by CLINT QUILTER, whose title is Public Works Director, hereinafter referred to as "County's Lease Administrator," and on behalf of Lessor by Connie Layne and Mike Layne, Trustees of The Connie and Mike Layne Trust and Connie Layne, Trustee of The Mangold Family Trust.

SECTION TWO. DESCRIPTION.

Lessor hereby leases to County that real property described 162 Grove Street, Bishop, California 93514. Said real property, hereinafter referred to as "leased premises," is leased on the terms and conditions hereafter set forth.

SECTION THREE. PARKING.

County shall have reasonable non-exclusive use of the parking areas located North and East Side of the Building, in common with other tenants and occupants of the leased premises, together with the right of reasonable ingress and egress to the leased premises parking area.

SECTION FOUR. INITIAL TERM AND OPTIONS.

The initial term of this Lease is for ONE YEAR, commencing on July 1, 2018 and terminating on June 30, 2019. In addition, County shall have two options to extend the Lease for additional one-year periods as follows:

- a. From July 1, 2019 through June 30, 2020;
- b. From July 1, 2020 through June 30, 2021.

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

The notice shall specify the period of the options being exercised. Except as provided for in Section Seven (Rent), the option to extend shall be upon the same terms and conditions as stated in this Lease.

The County shall not be liable for any rent until such time as County occupies the leased premises.

SECTION FIVE. EARLY TERMINATION.

This Lease, and any option to renew the Lease that is exercised, may be terminated by County at its sole discretion by first giving to Lessor no less than ninety (90) day written notice.

SECTION SIX. HOLDING OVER.

Any holding over at the expiration of said term, or extensions thereof, with the consent of Lessor, either expressed or implied, shall be construed to be a tenancy from month to month at the same rental as paid for the last month of the lease period, and shall be otherwise upon the same terms and conditions as are herein provided. Such holding over shall include any time required by County to remove its equipment and fixtures.

SECTION SEVEN. RENT.

The rent reserved to Lessor herein shall be the sum of SIX THOUSAND TWO HUNDRED EIGHT-FOUR DOLLARS AND TWENTY-FIVE CENTS (\$6,284.25) per month and shall be paid in arrears, which means by the first of the month next following the month on which such rental was earned.

In the event the County exercises its option to extend for any or all of the one-year periods, the rent for such option period may increase as agreed upon by Lessor and County, but not to exceed an increase in excess of FIVE percent (5%) of the rent for the previous Lease period.

SECTION EIGHT. PRORATED RENT.

The County shall not be liable for rent until such time as County occupies the leased premises. The rent shall be prorated daily for the number of days that the building is occupied by County in its initial occupancy, if less than a full month, and in holding over pursuant to Section Six. (Holding Over).

SECTION NINE. USE.

It is the intention of the County to occupy and use the leased premises for County/Government uses. County may use leased premises for other governmental uses, but such uses are subject to approval of the Lessor, which approval shall not unreasonably be withheld.

SECTION TEN. HOURS.

County shall have access to the leased premises at any time on a twenty-four hour per day, seven-day per week basis.

SECTION ELEVEN. ALTERATIONS AND IMPROVEMENTS.

County may make alterations and/or additions to the leased premises. However, any additions, improvements or alterations permanently made or affixed to the leased premises shall be made only with Lessor's written approval, which shall not be unreasonably withheld. All equipment and non-permanent fixtures installed by County shall remain the property of the County and may be removed by County upon termination of this Lease or any extension thereof. Any damage occasioned by such installation and/or removal shall be repaired by County. All other fixtures, additions, alterations and improvements made by the County to the Leased premises shall become property of Lessor upon termination of this Lease or any extension thereof.

SECTION TWELVE. UTILITIES.

Lessor shall provide and pay for the following utilities: NONE. County shall provide and pay for the following utilities: WATER, SEWER AND ELECTRICITY.

SECTION THIRTEEN. JANITORIAL SERVICE AND TRASH REMOVAL.

County shall furnish at County's sole expense janitorial and trash removal services which may be required on the leased premises, not less than once weekly. Such services shall be provided at the level necessary to maintain the leased premises in a clean and orderly condition.

SECTION FOURTEEN. MAINTENANCE.

Lessor shall, at Lessor's own expense, keep and maintain the entire leased premises, both interior and exterior (including, but not limited to, landscaping, sidewalks, parking lots, and all mechanical, cooling, heating, plumbing, and ventilating equipment, if any), in good order, condition, and repair. Lessor shall make repairs required under this clause within a reasonable time after receipt of written notice of the need of such repairs.

SECTION FIFTEEN. SIGNS.

County may erect signs necessary to identify County's occupancy of the leased premises during the term hereunder. The County shall forward to Lessor the proposed design for said signs prior to placing said signs on the leased premises. County shall not place the proposed signs on the leased premises until Lessor has given Lessor's consent to the proposed signs. Lessor shall not unreasonably withhold said consent. Signs shall be removed by County at the termination of this Lease.

SECTION SIXTEEN. FORCE MAJEURE.

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by act of God, restrictive governmental laws or regulations, strikes, civil disorders, or other causes not involving the fault, and beyond the control, of the party obligated (financial inability excepted), performance of such act shall be waived for the period of the delay; and the period for the performance of any such act shall be extended for the equivalent amount of time as the period of such delay. However, nothing in this clause shall excuse the County from the payment of any rental or other charge required of County, except as may be expressly provided elsewhere in this Lease.

SECTION SEVENTEEN. WASTE.

County shall give prompt notice to Lessor of any damages to the leased premises and shall not commit, or suffer to be committed, any waste or injury, or allow any public or private nuisance on the leased premises.

SECTION EIGHTEEN. DAMAGE OR DESTRUCTION.

In the event that the leased premises shall be substantially damaged by any cause during the term of this Lease or extension thereof, other than through the fault or neglect of County, to such an extent that the leased premises cannot be repaired in ninety (90) days, this Lease may be terminated by either party at its option by giving written notice of intention to the other party within thirty (30) days following said destruction; if this Lease is not so terminated, County shall not be liable for any rent until repairs have been made or

reconstruction completed by Lessor, so that the leased premises are again ready for occupancy. If the leased premises are substantially damaged or destroyed through the sole fault or negligence of County, its officers, or employees, this Lease may not be terminated by County, and it shall be the obligation of County, at its sole expense, to reconstruct or repair said leased premises.

SECTION NINETEEN. HOLD HARMLESS.

County shall not be liable to Lessor for any damage to the leased premises or for any loss, damage, or injury to any persons or property therein or thereon caused by the leased premises being out of repair, or by defects in the leased premises, including any access roads, ramps, or stairways thereof, or occurring in any means of entrance to or exit therefrom, or in the Lessor's or other occupant's equipment contained therein; or criminal acts of third parties or fire, water, gas, oil, electricity, or other causes of whatsoever nature; or occasioned by bursting, leakage, or overflow of any plumbing or any other pipes, tanks, drains, or washstands, or other similar causes in, above, upon, or about the leased premises; nor shall County be liable for any loss, damage, or injury arising from the acts or omissions of Lessor, its officers, agents, or employees, or co-tenants, or any owners or occupants of adjacent or contiguous property. Any and all claims for any damages referred to in this clause are hereby waived by Lessor, who agrees, to the extent authorized by law, to defend, indemnify, and hold harmless the County from and against any and all losses, liabilities, claims, damages, and actions of any kind or nature, including court costs and attorney fees, arising from acts or omissions identified immediately above for which the County shall not be liable. County shall, to the extent authorized by law, defend, indemnify, and hold harmless Lessor from and against the same, which is occasioned by, growing out of, arising, or resulting from any willful or negligent act or omission on the part of County, its officers, employees, or agents.

SECTION TWENTY. RIGHT OF ENTRY.

Upon 24 hours advance notice to Lessee, Lessor reserves the right to enter at all reasonable times upon any part of the leased premises, to inspect and examine the same, or to see that the covenants of this Lease are being kept and performed. Lessee will be present during any inspection or examination. Access by Lessor to areas where confidential data is being used or stored will be provided by escort by authorized Lessee staff. In the event of an emergency, Lessor may enter the leased premises in order to take necessary action to address the emergency and shall provide immediate notice to Lessee of the nature of the emergency warranting the need to access the property.

SECTION TWENTY-ONE. QUIET POSSESSION.

The Lessor, for itself, its heirs, devisees, successors, or assigns, covenants and agrees that County, upon payment of the rental reserved and compliance with all the terms and conditions of this Lease, may lawfully, peacefully, and quietly have, hold, use, occupy, and enjoy the leased premises and each part thereof during the term of this Lease, or any extensions thereof, without hindrance or interruption by Lessor, its heirs, devisees, successors, or assigns. Lessor has and reserves the right at any reasonable time to enter upon the leased premises, to inspect said leased premises, or to perform any of the obligations imposed by this Lease, but in so entering shall conduct itself so as to minimally interfere with County's use and enjoyment of the leased premises.

SECTION TWENTY-TWO. NOTICE.

Any notice, communication, amendment, addition, or deletion to this Lease, including change of address of either party during the term of this Lease, which Lessor or County shall be required, or may desire, to make, shall be in writing and may be personally served upon, or sent by prepaid first class mail to, the respective parties as follows:

COUNTY
INYO COUNTY PUBLIC WORKS
P.O. DRAWER Q
INDEPENDENCE, CA 93546

Department
Address
City and State

LESSOR
Connie and Michael Layne, The Mangold Trust
88 Harrison Avenue
Claremont, CA 91711

Name
Address
City and State

SECTION TWENTY-THREE. ASSIGNMENT AND SUBLEASE.

County agrees not to assign this Lease or sublet the leased premises in part, or encumber its leasehold estate, or any interest therein, or permit the same to be occupied by another, either voluntarily or by operation of law, without first obtaining written consent of Lessor or its duly authorized agent, which consent shall not be unreasonably withheld. Any such assignment or sublease shall not release County from liability hereunder, and any assignee or sublessee shall expressly assume all County's obligations hereunder. It is also agreed that the giving of a written consent required herein on any one or more occasions shall not thereafter operate as a waiver of the requirement for written consent on any one or more subsequent occasions.

SECTION TWENTY-FOUR. SUBORDINATION.

County agrees that this Lease shall be subject and subordinate to any mortgage, trust deed, or like encumbrance heretofore or hereafter placed upon the leased premises by Lessor or owner, or their successors in interest, to secure the payment of monies loaned, interest thereon, and other obligations. County agrees to execute and deliver, upon demand of Lessor, any and all instruments desired by Lessor subordinating in the manner requested by Lessor this Lease to such mortgage, trust deed, or like encumbrance.

Notwithstanding such subordination, County's right to quiet possession of the leased premises shall not be disturbed if County is not in default and so long as County shall pay the rent and observe and perform all of the provisions in this Lease, unless this Lease is otherwise terminated pursuant to its terms.

SECTION TWENTY-FIVE. MECHANIC'S LIEN.

County agrees to keep the leased premises free from all mechanic's liens or other liens of like nature arising because of work done or materials furnished upon the leased premises at the instance of, or on behalf of, County, provided however, that County can contest such lien provided it post an adequate bond therefore.

SECTION TWENTY-SIX. COMPLIANCE WITH LAW.

County shall, at its sole cost, comply with all the requirements of all Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to the use of leased premises, and shall faithfully observe and obey all Municipal ordinances, and State and Federal statutes, now in force, or which hereafter may be in force.

SECTION TWENTY-SEVEN. WAIVER.

It is agreed that any waiver by Lessor of any breach of any one or more of the covenants, conditions, or terms of this Lease shall not be construed to be a waiver of any subsequent breach of the same or different provision of the Lease; nor shall any failure on the part of the Lessor to require exact, full, complete,

and explicit compliance with any of the covenants or conditions of this Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Lease be changed or altered in any way whatsoever other than by written amendment, signed by both parties.

SECTION TWENTY-EIGHT. DEFAULT.

In the event that Lessor or County shall default in any term or condition of this Lease, and shall fail to cure such default within thirty (30) days following service upon the defaulting party of a written notice of such default specifying the default or defaults complained of, or if the default cannot reasonably be cured within thirty (30) days, the defaulting party fails to commence curing the default within 30 days and thereafter to diligently and in good faith continue to cure the default, the complaining party may forthwith terminate this Lease by serving the defaulting party written notice of such termination.

SECTION TWENTY-NINE. INUREMENT.

The Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

SECTION THIRTY. SEVERABILITY.

If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION THIRTY-ONE. TIME IS OF ESSENCE.

Time is expressly declared to be of the essence in this Lease and in all of the covenants and conditions herein.

SECTION THIRTY-TWO. ADDITIONAL TERMS AND CONDITIONS.

Additional terms and conditions of the Lease, if any, are set forth in the exhibits listed below, each of which is attached hereto and incorporated herein by this reference: NOT APPLICABLE.

SECTION THIRTY-THREE. AMENDMENT.

The Lease may be amended only by a written document signed by all parties hereto.

SECTION THIRTY-FOUR. ENTIRE AGREEMENT.

The Lease contains the entire agreement between the parties hereto and supersedes all previous agreements between the parties with respect to the subject matter of the Lease.

SECTION THIRTY-FIVE. CONSTRUCTION OF AGREEMENT.

Both Lessor and County have had the opportunity to and have participated in the drafting and final preparation of this Lease agreement. For that reason, the Lease itself, or any ambiguity contained therein, shall not be construed against either the Lessor or the County as the drafters of this document.

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**LEASE AGREEMENT
BY AND BETWEEN THE COUNTY OF INYO AND
CONNIE LAYNE AND MIKE LAYNE, TRUSTEES OF THE CONNIE AND MIKE LAYNE TRUST,
AND CONNIE LAYNE, TRUSTEE OF THE MANGOLD FAMILY TRUST.**

Initial Term of Lease:

July 1, 2018 through June 30, 2019.

IN WITNESS THEREOF, the parties hereto have set their hands and seals this 11th day of September 2018.

LESSEE

County of Inyo

By:
Chairperson, Board of Supervisors

Date: 9-11-18

Approved as to form and content:

County Lease Administrator

Approved as to form and legality:

County Counsel

Approved as to accounting form and content:

County Auditor

Approved as to insurance and risk management:

County Risk Manager

LESSORS

CONNIE LAYNE, Trustee,
The Connie and Mike Layne Trust

By:
(Signature)

Date: 8/20/18

MIKE LAYNE, Trustee,
The Connie and Mike Layne Trust

By:
(Signature)

Date: 8/20/18

CONNIE LAYNE, Trustee,
The Mangold Family Trust

By:
(Signature)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 17

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

FROM: Public Works Department
 FOR THE BOARD MEETING OF: DEC 11 2018
 SUBJECT: Resolution and Notice of Completion for the Progress House Flooring Project.

DEPARTMENTAL RECOMMENDATIONS:

1. Recommend your Board approve the resolution accepting the improvements of the Progress House Flooring Project; and,
2. Authorize the recording of a Notice of Completion for the Progress House Flooring Project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The 18/19 Approved Deferred Maintenance Budget included \$21,000.00 to replace the carpet and hard flooring in the County owned Progress House at 536 N. 2nd St, Bishop, CA. On August 21st, 2018 the County awarded the job to Tom's Carpet, of Bishop, CA for a price of \$19,012.00. The final cost of the project is \$18,626.24. On November 20th, 2018 the final inspection was performed and the installation was determined to be complete to the satisfaction of the Acting Public Works Director. Accordingly, the Acting Director is requesting that the Board adopt the attached Resolution, which accepts the completed improvements and authorizes the Public Works Director to record a Notice of Completion for the project.

ALTERNATIVES: The Board could choose not to approve the resolution. Consequently, the project would not be formally accepted and the Notice of Completion (NOC) could not be filed. This is not recommended, because the work was satisfactorily completed, and the 5% retention cannot be paid to the contractor until the NOC is recorded.

OTHER AGENCY INVOLVEMENT: County Counsel has reviewed the resolution. The County Auditor's office will pay the final invoice.

FINANCING: The cost of the flooring project was funded through budget unit 011501 18/19 Deferred Maintenance Budget, object code 5191.

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>[Signature]</u> Date <u>11/27/18</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: <u>[Signature]</u> Date <u>11/29/18</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: <u>N/A</u> Date _____

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received) [Signature] Date: 11/30/18

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

**Inyo County Public Works Department
P. O. Drawer Q
Independence, CA 93515**

The area above this line is for Recorder's Use

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Progress House Flooring Project on the property hereinafter described was completed on November 20, 2018 and was accepted by the Inyo County Board of Supervisors on December 11, 2018.
2. The property on which the Progress House Flooring Project has been completed is located at 536 N. 2nd St, Bishop, CA, known as the Progress House.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, owns and maintains the County Services Building.
4. The undersigned Michael Errante is the Acting Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted December 11, 2018, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that completed the Progress House Flooring Project pursuant to contract with the owner is Tom's Carpet, of Bishop, California.

Pursuant to the contract, the contractor was required to furnish all labor, materials, methods or processes, implements, tools, machinery, equipment, transportation services, and all other items and related functions that are necessary or appurtenant to construct the project designated in the contract.

COUNTY OF INYO

Dated: _____

By: _____
Michael Errante, Acting Director of Public Works

RESOLUTION #2018 - __

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE
COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION
FOR THE
PROGRESS HOUSE FLOORING PROJECT**

WHEREAS, Michael Errante, Acting Director of the Public Works Department of the County of Inyo, has determined that the Progress House Flooring Project has been completed by Tom's Carpet, of Bishop CA in accordance with the Project Plans and Specifications.

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

Passed, approved and adopted this _____ day of _____, 2018 by the following vote:

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

Chairperson, Board of Supervisors

ATTEST:

Clint Quilter, Clerk

by _____
Assistant Clerk of the Board



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
18

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

FROM: Health and Human Services – First 5

FOR THE BOARD MEETING: December 11, 2018

SUBJECT: Appointment or reappointment of members to four seats on the First 5 Children and Families Commission

DEPARTMENTAL RECOMMENDATION:

Request you Board appoint and/or reappoint the following individuals to the First 5 Children and Families Commission:

- Reappoint Eileen Jackson to a three-year Parent Commissioner term ending December 5, 2021 to be filled by a community member who is a recipient of project services included in the First 5 Inyo County Strategic Plan;
- Reappoint Amanda Miloradich to a three-year Early Child Health Commissioner term ending December 5, 2021 to be filled by a specialist in early child health and development;
- Appoint Barry Simpson to a three-year Education Commissioner term ending December 5, 2021 to be filled by a specialist in education; and
- Appoint Heather Carr to an unexpired three-year Early Education Commissioner term ending December 5, 2020 to be filled by a specialist in early childhood development; replacing Robyn Wisdom.

(Notices of Vacancy resulted in responses from the above-named individuals.)

SUMMARY DISCUSSION:

Your Board is asked to appoint and/or re-appoint four individuals to the First 5 Children and Families Commission whose terms either recently expired or who are seeking to be appointed to vacant seats. Four total positions were publicly advertised in October and November in accordance with County policy. Four responses were received by the application deadline. One application for the three-year term ending December 5, 2021 to be filled by a parent was received from Eileen Jackson. One application for the term ending December 5, 2021 to be filled by someone with experience in the early health field was received from Amanda Miloradich. One application for the three-year term ending December 5, 2021 to be filled by a specialist in education was received from Barry Simpson. One application for the unexpired three-year term ending December 5, 2020 to be filled by someone with experience in early childhood development was received from Heather Carr.



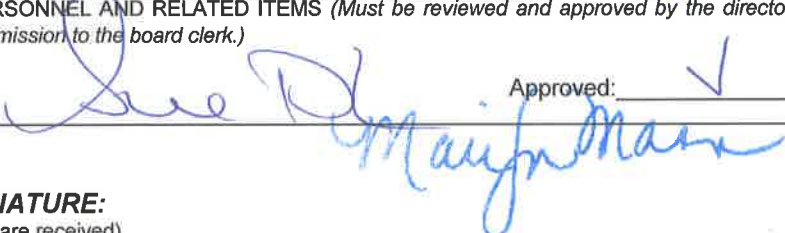
ALTERNATIVES:

Your Board could choose to appoint or not reappoint different persons, other than those recommended, for the remaining Commission members; however, this is not recommended as these persons are qualified and the Commission needs to be fully staffed and finding other suitable members could take more time.

OTHER AGENCY INVOLVEMENT: County Counsel, Clerk of the Board, First 5 Children and Families Commission

FINANCING: Outside of the staff time spent researching statute and bylaws, and the cost of public notice publications, there is no fiscal impact associated with this action.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>11/20/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>11/27/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>11/26/18</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Date: 11/28/18

RECEIVED

2018 OCT 25 PM 1:09

INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

FROM THE DESK OF

EILEEN JACKSON

October 25, 2018

Dear Inyo County Board of Supervisors

I would like to apply for the position of First 5 Commissioner to fill the parent representative position. I am a substitute teacher in the local preschools in Inyo and Mono Counties. I currently hold an Associate Teaching Permit through the state of CA and have recently achieved my AS in Early Childhood Education from Cerro Coso Community College. I would like to be considered for the Parent representative on the First 5 Commission for Inyo County.

Sincerely yours,

Eileen Jackson

RECEIVED

2018 OCT 22 PM 3: 28



1170 S. G ST
BISHOP, CA 93514
760.872.3680

**BISHOP UNIFIED
SCHOOL DISTRICT**

Barry Simpson, Superintendent
301 N. Fowler Street, Bishop CA, 93514
760.872.3680

October 22, 2018

Darcy Ellis
Assistant Clerk of the Board of Supervisors


Dear Darcy:

I would like to express my interest in the First 5 Children and Families Commission.

I understand that Dr. Fontana will not be reappointed due to her retirement. I will take office as the new Inyo County School Superintendent on January 1st, 2019. Please consider this request as I feel it would be beneficial to be a part of the Commission.

If you need anything else from me so that I may serve on the Commission, please feel free to call.

Sincerely,



Barry D. Simpson

Bishop Unified School District / Superintendent
760.872.3680 ext 8

Board of Trustees

Dr Taylor Ludwick

Trina Orrill

Joshua Nicholson

Kathy Zack

Steve Elia

www.bishopschools.org

Amanda Miloradich
3600 Ranch Road
Bishop, CA 93514
(760) 937-6885
corgi@schat.net

RECEIVED
2018 OCT 26 PM 2:34
INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

BOARD OF SUPERVISORS
COUNTY OF INYO
P. O. BOX N
Independence, California
93526 Telephone
(760) 878-0373
email: dellis@inyocounty.us

10/26/18

Dear Board of Supervisors,

Hello, my name is Amanda Miloradich. I am asking to be considered for the reappointment of the three-year Early Health Specialist commissioner which ends December 5, 2021. I truly have enjoyed being a First 5 commissioner in the past. I will do my best to be a regular attendee at all the First 5 commissioner meetings and events. Please consider me for the Early Health Specialist Commissioner. Thank you.

Sincerely,

Amanda Miloradich

Heather Carr
166 Grandview Drive
Bishop, CA 93514
(760) 937-0968
hcarr@icsos.us

RECEIVED

2018 NOV -1 AM 11:44

INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

31 October 2018

Inyo County Board of Supervisors
Attn: Clerk of the Board
Post Office Box Drawer N
Independence, CA 93526

Dear Inyo County Board of Supervisors:

I am interested in appointment to the Inyo County First 5 Children and Families Commission as an Early Education Commissioner. I have experience in early childhood education and with young children and their families. I am currently employed as the Special Education Local Plan Area (SELPA) Director with Inyo County Superintendent of Schools. In my role as SELPA Director, I work primarily with children and families of students with disabilities ranging in age from birth to 22.

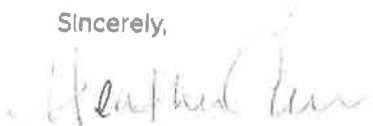
My career in education began in 2003 when I was hired as a kindergarten teacher at Elm Street Elementary School in Bishop, CA. After teaching kindergarten, I immediately moved to teach seventh and eighth grades at Home Street Middle School followed by a year teaching fifth grade and two years teaching sixth grade. In 2008, I completed a Master's Degree in Educational Administration and obtained my Administrative Services Credential. In the 2009-10 school year I began my administrative career as the Assistant Principal at Elm and Pine Street Elementary Schools (Bishop Elementary). After four years in the role of Assistant Principal, I was promoted to Principal of Bishop Elementary and served in this role for five years.

Throughout my tenure as an educator I have placed high value on a "supportive, nurturing, and safe environment" as aligned with the Inyo County First 5 vision. Having served my entire career thus far in the school-aged setting, I have seen the positive impact of entering school ready to learn and the benefit of early intervention and services for students and families. Inyo County First 5 is one of the reasons for this success.

I strongly believe that my experience in teaching, administration, and now as the SELPA Director has prepared me to be a voice in strengthening families

through parent education, early development services, and health programs for our youngest community members. In my current role, I am always looking to connect children and families to community resources and support. I believe that I can support the Inyo County First 5 mission to "promote optimal early development" and facilitate the "trajectory of a child's life to yield ongoing benefits and rewards... by investing in the 5 Protective Factors." I look forward to the opportunity to share with you all that I have to offer.

Sincerely,

A handwritten signature in cursive script, appearing to read "Heather Carr".

Heather Carr

September 12, 2018

Serena Johnson
Inyo County First 5 Commission
568 W. Line Street
Bishop, CA 93514

Dear Serena;

It has been a pleasure serving on the First 5 Commission for the past several years. I will be moving out of the area and because of this I am resigning my position on the Commission effective September 15, 2018.

Sincerely

Robyn Wisdom
Robyn Wisdom



Inyo County Superintendent of Schools

Lisa Fontana, Ph.D.

October 24, 2018

Board of Supervisors
County of Inyo
PO Drawer N
Independence, CA 93526

RECEIVED
2018 OCT 29 PM 1:47
INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

Dear Board of Supervisors:

As I complete my term on the First 5 Children and Families Commission, I need to inform the Board that I will no longer be available to sit on the Commission after December, 2018 because I am retiring and relocating outside of the area. I will, therefore, not apply to be considered again for appointment to this very important Commission.

I would also like to take this opportunity to thank the Board for allowing me to work with the excellent staff of First 5 and the very interested and caring Commissioners. The work of First 5 is extremely important for the children and families of Inyo County. We know that the first five years of a child's life form a solid foundation for future happiness, health and success. Inyo County cares about our children and this is especially apparent with the work of the staff and Commission.

With sincere appreciation for allowing me to participate during my tenure in Inyo County,

Dr. Lisa Fontana
Inyo County Superintendent of Schools



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: WATER DEPARTMENT

FOR THE BOARD MEETING OF: December 11, 2018

SUBJECT: Approval of Amendment Two with RO Anderson (ROA) for the Recycled Water for Conservation and Community Projects Feasibility Study (RWRCP)

DEPARTMENTAL RECOMMENDATION:

Request Board approve Amendment Two between the County of Inyo and ROA for the RWRCP, extending the term of the contract from December 31, 2018 to June 30, 2019.

SUMMARY DISCUSSION:

On July 28, 2015, your Board approved submitting a Proposition 84 grant application to the State of California Department of Water Resources (DWR), through the Integrated Regional Water Management Program (IRWMP), Round Three Implementation Funding. The County's proposed, Recycled Water for Restoration and Community Projects in Big Pine, was recommended by DWR for funding on October 29, 2015. On February 7, 2017, your Board entered into an agreement with Desert Mountain Resource Conservation & Development Council (DMRC&D) to serve as fiscal agent for the IRWMP and as Grantee for DWR. On July 11, 2017 your Board approved a \$267,000 contract with ROA to conduct the RWRCP. The ROA contract term you approved was from July 1, 2017 to June 30, 2018.

The project had been delayed by LADWP and the project schedule slipped, so on June 26, 2018 the Water Department requested, and your Board approved extending the ROA contract term through December 31, 2018.

Further delays related to LADWP's consideration of the project requires that the term of ROA contract be extended beyond December 31, 2018. If approved by your Board, Amendment Two would extend the contract term to June 30, 2019.

ROA completed the Feasibility Study and produced a Feasibility Report (Reclaimed Water of Restoration and Community Projects in Big Pine, CA. December, 2017). The Report recommends using treated water from the Big Pine Community Services District (BPCSD) to supply LADWP with water to the Big Pine 160 acres revegetation project (BP 160) located 0.4 miles south of the BPCSD facility. The BP 160, (1991 EIR Impact 10-19) has been implemented, but is not meeting goals. LADWP indicated in their 2016 Owens Valley Report that, "LADWP is in the process of developing a drip irrigation system for this site. However, a water source must be determined for this site. Potential water sources are currently being evaluated for this site."

LADWP chose to not participate in project selection, project review, or consultations concerning a potential water swap. LADWP Northern Division managers took the position that the Feasibility Study must be completed before considering any proposal. The Feasibility Report was presented to LADWP and the public at the January 23, 2018 Technical Group Meeting. The proposal was represented as a mutually beneficial project for the County and LADWP, in which the community of Big Pine will receive fresh water that is needed for community improvements, and LADWP will be provided recycled water to complete a mitigation project. All engineering, CEQA, and permitting, is paid for under the grant. The project can be shovel-ready by the summer of 2019.


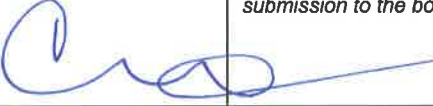
The County requested that LADWP present its comments on the Feasibility Study to the County no later than March 16, 2018, so that the RWRCP schedule could be adhered to. On April 11, 2018 the County received a letter from LADWP responding to the Feasibility Report with a number of objections to the recycled water project. The County asked the consultant to review LADWP's comments. The consultant found many flaws in LADWP's characterization of the project, and presented these in a draft memo to the County on April 24, 2018. The County presented RO Anderson's response to LADWP on May 10, 2018. The County seeks to work with LADWP to resolve their concerns, but further delays were

caused by LADWP's inaction when an access permit was requested for the purpose of surveying the project site. An alternative survey method was used and project CEQA and engineering is now underway. Barring other delays, CEQA will be presented to LADWP and the public by March 2019.

ALTERNATIVES: Not approve the amendment, in which case work would cease on December 31, 2018. If the work is not completed the County risks violating their grant agreement with the funder.

OTHER AGENCY INVOLVEMENT:

FINANCING: Prop 84 funding for this project is provided for through an agreement between Inyo County and fiscal agent DMRC&D, who serves as grantee and administrator of funds provided by California Department of Water Resources under the IRWMP. Funds have been received and budgeted in the 2017-2018 Water Department budget 024102 Professional Services 5265

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>1/8/18</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>11/14/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) N/A Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 11/20/18
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

**AMENDMENT NUMBER TWO TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
R. O. ANDERSON ENGINEERING INC.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and
R. O. ANDERSON ENGINEERING INC., of MINDEN, NV
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent
Contractor Services dated JULY 11, 2017, on County of Inyo Standard
Contract No. 156, for the term from JULY 1, 2017 to JUNE 30, 2019.

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

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

County and Contractor hereby amend such Agreement as follows:

a) Section 2 (Term) is amended to read: "The term of this Agreement shall be from July 1, 2017 to June 30, 2019 unless sooner
terminated as provided below." All other references in the Agreement to the term are also amended to reflect the new term end
date of June 30, 2019.

The effective date of this Amendment to the Agreement is December 11, 2018.

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

AMENDMENT NUMBER TWO TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
R. O. ANDERSON ENGINEERING INC.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____

Signature

Type or Print

Dated: 12-4-18

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 26th day of June 2018 an order was duly made and entered as follows:

*Water Dept. –
R.O. Anderson
Contract*

Supervisor Tillemans asked for the agenda item to be moved from Consent to Departmental for discussion. Supervisor Tillemans spoke at length about his growing dismay and frustration with LADWP's actions and inactions regarding groundwater and mitigation in the Big Pine area, which he described as drying up due to over-pumping and the City's failure to support projects to revitalize the area. Moved by Supervisor Tillemans and seconded by Supervisor Kingsley to approve Amendment No. 1 to the contract between the County of Inyo and RO Anderson for the Recycled Water for Conservation and Community Projects Feasibility Study, extending the term of the contract from June 30, 2018 to December 31, 2018, and authorize the Chairperson to sign, contingent on all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 26th
Day of June, 2018



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisor

By: _____

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: Water Dept. DATE: July 6, 2018



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: WATER DEPARTMENT

FOR THE BOARD MEETING OF: June 26, 2018

SUBJECT: Approval of Amendment One with RO Anderson (ROA) for the Recycled Water for Conservation and Community Projects Feasibility Study (RWRCP)

DEPARTMENTAL RECOMMENDATION:

Request Board approve Amendment One between the County of Inyo and ROA for the RWRCP, extending the end term of the contract from June 30, 2018 to December 31, 2018, and authorize the Chairperson to sign, contingent on the appropriate signatures being obtained.

SUMMARY DISCUSSION:

On July 28, 2015, your Board approved submitting a Proposition 84 grant application to the State of California Department of Water Resources (DWR), through the Integrated Regional Water Management Program (IRWMP), Round Three Implementation Funding. The County's proposed, Recycled Water for Restoration and Community Projects in Big Pine, was recommended by DWR for funding on October 29, 2015. On February 7, 2017, your Board entered into an agreement with Desert Mountain Resource Conservation & Development Council (DMRC&D) to serve as fiscal agent for the IRWMP and as Grantee for DWR. On July 11, 2017, your Board approved a \$267,000 contract with ROA to conduct the RWRCP. The ROA contract term you approved was from July 1, 2017 to June 30, 2018. Amendment One revises the ROA contract to extend the term until December 31, 2018.

ROA completed the Feasibility Study and produced a Feasibility Report (Reclaimed Water of Restoration and Community Projects in Big Pine, CA. December, 2017). The Report recommends using treated water from the Big Pine Community Services District (BPCSD) to supply LADWP with water to the Big Pine 160 acres revegetation project (BP 160) located 0.4 miles south of the BPCSD facility. The BP 160, (1991 EIR Impact 10-19) has been implemented, but is not meeting goals. LADWP indicated in their 2016 Owens Valley Report that, "LADWP is in the process of developing a drip irrigation system for this site, however, a water source must be determined for this site. Potential water sources are currently being evaluated for this site."


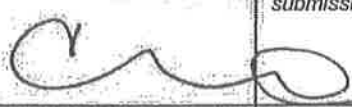
Despite the LADWP need to develop a water supply for BP 160, and an agency-wide commitment to using recycled water, they refused to participate in project selection, project review, or consultations concerning a potential water swap. LADWP Northern Division leadership took the position that the Feasibility Study must be completed before considering any proposal. The Feasibility Report was presented to LADWP and the public at the January 23, 2018 Technical Group Meeting. The proposal was represented as a mutually beneficial project for the County and LADWP, in which the community of Big Pine will receive fresh water that is needed for community improvements, and LADWP will be provided recycled water to complete a mitigation project. All engineering, CEQA, and permitting, is paid for under the grant. The project can be shovel-ready by the summer of 2019.

The County requested that LADWP present its comments on the Feasibility Study to the County no later than March 16, 2018, so that the RWRCP schedule could be adhered to. On April 11, 2018 the County received a letter from LADWP responding to the Feasibility Report with a number of objections to the recycled water project. The County asked the consultant to review LADWP's comments. The consultant found many flaws in LADWP's characterization of the project, and presented these in a draft memo to the County on April 24, 2018. The County presented RO Anderson's response to LADWP on May 10, 2018. The County seeks to work with LADWP to resolve their concerns. Project CEQA and engineering will proceed.

ALTERNATIVES: Not approve the amendment, in which case work would cease on June 30, 2018. If the work is not completed, the County risks violating their grant agreement with the funder.

OTHER AGENCY INVOLVEMENT:

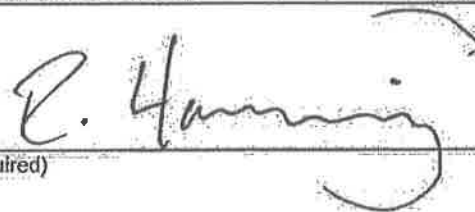
FINANCING: Funding is provided for through an agreement between LADWP and Inyo County. Funds have been received and budgeted in the 2017-2018 Water Department budget 024102 Professional Services 5265.

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>YES</u> Date: <u>6/1/18</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date: <u>6/14/2018</u>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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



Date: 6/18/18

**AMENDMENT NUMBER ONE TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
R. O. ANDERSON ENGINEERING INC.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and
R. O. ANDERSON ENGINEERING INC., of MINDEN, NV
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent
Contractor Services dated JULY 11, 2017, on County of Inyo Standard
Contract No. 156, for the term from JULY 1, 2017 to JUNE 30, 2018

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

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

County and Contractor hereby amend such Agreement as follows:

- a) Section 2 (Term) is amended to read: "The term of this Agreement shall be from July 1, 2017 to December 31, 2018 unless
sooner terminated as provided below." All other references in the Agreement to the term are also amended to reflect the new
term end date of December 31, 2018.

The effective date of this Amendment to the Agreement is June 26, 2018

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

AMENDMENT NUMBER ONE TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
R. O. ANDERSON ENGINEERING INC.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

26th IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF June, 2018.

COUNTY OF INYO

By: [Signature]

Dated: 6-26-18

CONTRACTOR
By: [Signature]
Signature
ROBERT O. ANDERSON, FRES.
Type or Print

Dated: 5.31.18

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

AMENDMENT NUMBER ONE TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
R. O. ANDERSON ENGINEERING INC.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____

Signature

ROBERT O. ANDERSON, Pres.

Type or Print

Dated: 5.31.18

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

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

FROM: Water Department

FOR THE BOARD MEETING OF: July 11, 2017

SUBJECT: Approval of contract with R.O. Anderson Engineering Inc.

DEPARTMENTAL RECOMMENDATION: A) Request Board approve a contract between the County of Inyo and R.O. Anderson Engineering Inc., for \$267,000.00 for consulting service related to the Recycled Water for Restoration and Community Projects (BPRW) in Big Pine, and B) authorize the Chairperson to sign, contingent on the appropriate signatures being obtained.

SUMMARY DISCUSSION: On July 28, 2015, your Board approved a submittal of a grant application under the State of California Department of Water Resources, Proposition 84 Round Three Implementation Funding for the Recycled Water for Restoration and Community Projects in Big Pine. On October 29, 2015 the State of California Department of Water Resources recommended funding for this project. On February 7, 2017, your Board entered into an agreement with Desert Mountain Resource Conservation & Development Council (DMRC&D) to serve as fiscal agent for the IRWMP and as Grantee for the State of California Department of Water Resources, Proposition 84 funds.



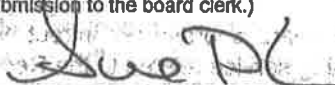
This project will conduct a feasibility study and an improvement plan for the development of wastewater reclamation facilities in Big Pine. The study will evaluate using effluent from the Big Pine Community Services District (BPCSD) and Big Pine Paiute Tribe (BPPT) wastewater treatment plants to serve irrigation needs at a number of locations within the community of Big Pine and on the Reservation. A number of potential uses for the recycled water will be identified and projects selected by a review committee will be the subject of an improvement plan prepared by the consultant. At the end of BPRW project there will be up to three shovel-ready recycled water projects in the Big Pine area. The attached project proposal provides the project description, budget and schedule.

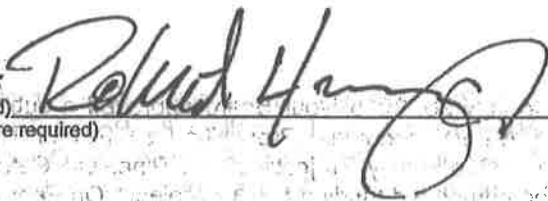
On March 20, 2017 the Water Department circulated an RFQ seeking the services of an engineering firm to complete a Scope of Work related to the BPRWRC feasibility study. The deadline for the RFQ was May 4, 2017. One response was received from R.O. Anderson Engineering, Inc. This firm has experience working in the Owens Valley on similar projects; including a Big Pine Wastewater Treatment Plant Evaluation. The Water Department reviewed their RFQ and found that their experience with other recycled water and waste water projects makes them suitable for completing the work specified in the the BPRW project.

ALTERNATIVES: Not enter into a contact agreement with R.O. Anderson and readvertise the RFQ.

OTHER AGENCY INVOLVEMENT: Big Pine Community Service District, Los Angeles Department of Water and Power, Big Pine Paiute Tribe, Planning Department, Public Works Department, Environmental Health Department

FINANCING: The County is contracting with Desert Mountain Recourse Conservation and Development Council (DMRC&D). The DMC&D serves as fiscal agent for the IRWMP and as Grantee for the State of California Department of Water Resources, Proposition 84 funds. The grant is structured on a reimbursement basis with 10% of the reimbursable funds withheld until the project is complete, and all grant obligations are satisfied. The County will be required to finance the R.O. Anderson contract on a reimbursable basis for invoicing occurring not less than once a month. The funding for this project has been budgeted in the 2017-2018 Water Department budget 024102, Professional Services 5265.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>6/20/17</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>6/21/2017</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>yes</u> Date <u>6/28/17</u>

DEPARTMENT HEAD SIGNATURE: 
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)
Date: 6/28/17

**AGREEMENT BETWEEN COUNTY OF INYO
R O ANDERSON ENGINEERING**

AND _____

FOR THE PROVISION OF CONSULTING SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the CONSULTING services of R O ANDERSON ENGINEERING (hereinafter referred to as "Consultant"), 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 Consultant 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 Consultant to perform under this Agreement will be made by Bob Harrington, Director, Inyo County Water Department. Requests to the Consultant 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 Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Consultant 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 Consultant 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. TERM.

The term of this Agreement shall be from JULY 1, 2017 to JUNE 30, 2018 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Consultant 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 Consultant at the County's request.

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Such request may be by email or telephone. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the Inyo County Water Department Director Bob Harrington. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

C. No additional consideration. Except as expressly provided in this Agreement, Consultant 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, Consultant 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 Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed Two hundred sixty seven thousand and 00/100— Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing 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 hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant 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 Consultant under the terms and conditions of this Agreement.
2. Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

3. The total amounts paid by County to Consultant, 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, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Consultant'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 Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule, but will coordinate with County to ensure 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, or municipal governments for Consultant to provide the services and work described in attachment A must be procured by Consultant and be valid at the time Consultant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Consultant 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 Consultant at no expense to the County. Consultant 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 Consultant 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. Consultant 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. Consultant 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.

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

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 Consultant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Consultant will use reasonable care to protect, safeguard and maintain such items while they are in Consultant's possession. Consultant will be financially responsible for any loss or damage to such items, partial or total, which is the result of Consultant's negligence.

B. **Products of Consultant'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, Consultant's services or work under this Agreement are, and at the termination of this Agreement remain, the property of the Consultant. County has the right to copies of such work products and to publicize and use such work product as the County, in its sole discretion, deems appropriate.

8. INSURANCE.

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

9. STATUS OF CONSULTANT.

All acts of Consultant, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent Consultants, and not as agents, officers, or employees of County. Consultant, 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, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Consultant is to be considered an employee of County. It is understood by both Consultant 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 Consultant:

- A. Consultant shall determine the method, details, and means of performing the work and services to be provided by Consultant under this Agreement.
- B. Consultant 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 Consultant. In fulfillment of this Agreement.
- C. Consultant, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent Consultant's, and not as employees of County.

10. DEFENSE AND INDEMNIFICATION.

Consultant 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 from the performance of this Agreement and arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of the Consultant, or Consultant's agents, officers, or employees. Consultant'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. Consultant's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any negligence, recklessness or willful misconduct of the Consultant, its agents, employees, supplier, or of any one directly or indirectly employed by any of them, or anyone for whose negligence, recklessness or willful misconduct any of them may be liable.

Consultant'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 Consultant to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, 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.

11. RECORDS AND AUDIT.

A. Records. Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Consultant shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Consultant 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 Consultant, 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 Consultant. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION.

During the performance of this Agreement, Consultant, 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. Consultant 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. Consultant 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.

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

If the Consultant 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 Consultant in default and terminate this Agreement upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination.

16. 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-two (22) below.

17. CONFIDENTIALITY.

Consultant 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 Consultant in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Consultant agrees to keep confidential all such information and records. Disclosure of such

confidential, privileged, or protected information shall be made by Consultant only with the express written consent of the County. Any disclosure of confidential information by Consultant without the County's written consent is solely and exclusively the legal responsibility of Consultant 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.

18. CONFLICTS.

Consultant 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.

19. POST AGREEMENT COVENANT.

Consultant 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.

20. 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.

21. 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 Consultant 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-two (22) (Amendment).

22. 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.

23. 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 Consultant 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:
Inyo County Water Department
P.O. Box 337
Independence, CA 93526

Name
Street
City and State

Consultant:
R O Anderson Engineering
1603 Esmeralda Avenue
Minden, NV 89423

Name
Street
City and State

24. 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.

///

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**AGREEMENT BETWEEN COUNTY OF INYO
R O ANDERSON ENGINEERING**
AND _____
FOR THE PROVISION OF CONSULTING SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONSULTANT

By:  _____

Signature
Robert O. Anderson, Pres.
Print or Type Name

Dated: 6-7-17

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

dg/Contracts/MacAgreements/Consulting Svs.Water

**AGREEMENT BETWEEN COUNTY OF INYO
R O ANDERSON ENGINEERING**
AND _____
FOR THE PROVISION OF CONSULTING SERVICES

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
11th DAY OF July, 2017.

COUNTY OF INYO
By: Mark T. [Signature]
Dated: 7-11-17

CONSULTANT
By: Robert O. Anderson, Pres.
Signature
ROBERT O. ANDERSON, PRES.
Print or Type Name
Dated: 6-7-17

APPROVED AS TO FORM AND LEGALITY:
[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:
[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:
[Signature]
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:
[Signature]
County Risk Manager

dg/Contracts/MiscAgreements/Consulting Svs.Water

ATTACHMENT A

AND
AGREEMENT BETWEEN COUNTY OF INYO
R O ANDERSON ENGINEERING
FOR THE PROVISION OF CONSULTING SERVICES

TERM:

FROM: JULY 1, 2017

TO: JUNE 30, 2018

SCOPE OF WORK:

SEE ATTACHMENT A-1

SCOPE OF WORK

Project Understanding

The County of Inyo has solicited firm qualifications to prepare a feasibility study and potentially improvement plans to implement reclamation of treated wastewater to irrigate landscaping, agriculture, and environmental restoration sites in the Big Pine area. The County recognizes the beneficial uses available with recycling treated municipal wastewater applied consistent with Uniform Statewide Recycling Criteria and the State Water Resources Control Board Water Reclamation Requirements for Recycled Water Use (State Water Resources Control Board Order W0 2016-0068-DDW). The R.O. Anderson Team has previously obtained for their clients Water Recycle Use Permits and Regional Water Quality Control Board Notices of Applicability that permit them to distribute and apply recycled water in accordance with recently adopted Board Orders.

Inyo County has proposed that treated effluent available from the Big Pine Community Services District (CSD) Wastewater Treatment Plant (WWTP) and from the Big Pine Paiute Tribal (BPPT) WWTP be used for a variety of potential projects including to revegetate with native vegetation, up to 180 acres of abandoned agricultural land; irrigate pasture to restore a barren parcel; provide reclaimed wastewater to irrigate a public park and associated ballfield landscaping; provide recycled water to irrigate landscaping at a BPPT planned commercial park; and possible, serve a community garden or commercial horticultural operation.

Compliance Requirements

These projects require compliance with the terms of Title 22 of the California Code of Regulations (CCR), which provides the following guidelines.

- Disinfected tertiary recycled water may be applied for surface irrigation of food crops, parks and playgrounds, school yards, and residential landscaping.
- Disinfected, Secondary -2.2 Recycled water (oxidized and disinfected effluent with a median concentration of total coliform bacteria less than 2.2 per 100 milliliters [2.2 MPN/100ml]) may be used for surface irrigation of food crops when the edible portion is produced above ground and not in contact with the recycled water.
- Disinfected, secondary -23 Recycled water may be used for irrigation of landscaping at ornamental nursery stock and sod farms, on pastures used by milk producing animals, and for irrigation of non-edible vegetation when public access is controlled.
- Undisinfected, secondary recycled water may be applied on fodder and fiber crops and for pastures for animals not producing milk for human consumption.

The proposed applications of recycled water suggested by Inyo County for the Big Pine area potentially include all of the above treated effluent levels.

Projected Options at Big Pine CSD WWTP

The R.O. Anderson Team is very familiar with the Big Pine CSD WWTP having recently conducted an Engineering Report and preliminary design to evaluate and improve the Big Pine CSD WWTP performance. The Big Pine CSD WWTP currently operates under Lahontan Regional Water Quality Control Board (RWQCB) Order No. 6-95-35 and produces undisinfected, secondary level, wastewater for disposal, by percolation, at their onsite percolation beds.

With verification of recent plant performance and treated effluent discharge reports, the effluent now produced at the Big Pine CSD WWTP would likely be suitable for irrigation of the abandoned agriculture land and pasture land suggested by the County. With modification to include disinfection, the Big Pine CSD effluent may qualify as either disinfected, secondary -23 or disinfected, secondary -2.2 level effluent. These improvements would expand the suitability of the Big Pine CSD effluent for other

beneficial irrigation uses targeted by Inyo County. Disinfection with sodium hypochlorite or UV radiation will be evaluated to achieve these levels of disinfection.

Chemical coagulation followed by filtration and disinfection units will be needed to upgrade the Big Pine CSD WWTP to produce disinfected, tertiary recycled water and further expand the potential permitted applications. Numerous coagulant and filtration processes would be suitable for the Big Pine CSD WWTP. The R.O. Anderson Team has successfully added coagulant chemical processes ahead of continuous backwash sand filters and disinfection units for reclamation of treated effluent at a public golf course.

Projected Options at Big Pine Paiute Tribe WWTP

The Big Pine Paiute Tribe WWTP is limited to oxidation ponds with onsite percolation bed disposal. The R.O. Anderson Team will review the waste discharge standards adopted for this facility and their recent waste discharge reports. To upgrade the effluent treated by this facility may require surface aeration of the initial aeration pond to operate as a partial mix aerated lagoon and then modification and expansion of the plant with additional oxidation ponds in series. Solar powered surface aerators are available and would be effective in this application to meet secondary effluent standards. Disinfection and tertiary treatment steps could be added to the WWTP as well.

Feasibility Study Overview

In addition to specific analysis of the treatment options for each potential project at both Wastewater Treatment facilities, the feasibility study will include the following components.

- Initial cost, operation and maintenance cost, and life cycle cost of WWTP upgrades at both the Big Pine CSD WWTP and at the BPPT WWTP.
- Options for solar powered pumping, solar powered treatment units, and solar panels for WWTP power generation, a promising option in light of the worldwide recognition of the Bishop-Big Pine area as one of the most advantageous locations for solar power applications.
- Certifications required for WWTP personnel and operator for both WWTPs for treatment upgrades to secondary, disinfected and tertiary, disinfected levels.

The proximity of the Big Pine CSD and the BPPT WWTPs will simplify and improve pumping and piping treated effluent to the irrigation site(s) ultimately selected by the County. Pumping and piping improvements will be included in the findings, estimated costs, and recommendations of the Big Pine Area Reclamation Water Feasibility Study.

Regulatory Compliance

To issue a Notice of Applicability (NOA) under Board Order WQ 2016-0068-DDW, the Lahontan Regional Water Quality Control Board (LRWQCB) must receive a Notice of Intent with a Title 22 Engineering Report. This required report will include the following descriptions for both the Big Pine CSD and BPPT WWTPs.

- Existing conditions (and/or proposed modifications);
- Effluent producers, distributors, and user(s);
- Existing and proposed treatment processes;
- Influent and effluent quality data;
- System reliability;
- Monitoring and reporting plans, and
- Operation contingency plans.

The Title 22 Report will also include the following proposed components:

- Preliminary layout and improvements for recycled water transmission and distribution systems;
- Recycled use areas and irrigation systems;

- Improvements;
- Use area design, inspection, and monitoring; and
- User training.

Compliance Review and Approval Processes

A draft of the Title 22 Report will first be submitted for review by Inyo County, Big Pine CSD, and BPPT Council representatives. The Title 22 document would then be submitted for review and approval by the State Board. The R.O. Anderson Team will respond to comments and make necessary report resubmittals in response to County, Big Pine Community Service District, and State Board comments.

With approval of the Title 22 Report, a Notice of Intent (NOI) Report would then be submitted to the LRWQCB. The NOI Application would include the following requirements.

- Facilities Waste Treatment Information
- Proposed Recycled Water Application
- Description of Water Recycling Program
- Additional, Site Specific, Conditions Including CEQA compliance, as necessary
- Water Recycling Program Administration

With approval of the NOI and approval by the Lahontan RWQCB of a CEQA based Monitoring Reporting Program (MRP), a Notice of Applicability (NOA) will be issued by the Lahontan RWQCB. Like the submittal, review, revision, and approval steps described above for the Title 22 Report, a draft NOI would first be submitted to Inyo County, Big Pine CSD, and BPPT Council representatives before it is submitted for review and approval by the Lahontan RWQCB.

After the NOA is issued, the R.O. Anderson Team will prepare the improvement plans and specifications for the reclaimed water projects selected by the project proponents and approved by the State Board and Lahontan RWQCB.

Members of the R.O. Anderson Team recently completed the above Title 22, NOI and NOA "steps" for the Rancho Victoria Vineyard/City of Plymouth Wastewater Reclamation Project.

Project Management and Progress Reports

Throughout the project, the project manager will submit written quarterly progress reports to County of Inyo for distribution to relevant stakeholders and will conduct progress meetings and conference calls as needed.

Scope Recap

In summary, the scope of work to be provided to Inyo County and to the other stakeholders of the Big Pine Reclaimed Water Project will include, but not be limited to, the following components:

Task 4. Feasibility Study and Title 22 Report and LRWQCB NOI

A. Meet with Stakeholders

- 1) Kickoff Meeting to review and develop the Project goals, objectives, deliverables, opportunities, limitations, and schedule;
- 2) Meet with State Water Resources Control Board to review the scope of the proposed Big Pine Reclamation Project and the proposed requirements, processing, and scheduled review of the Title 22 Engineering Report Submittal; and
- 3) Meet with the Lahontan RWQCB to review the scope of the proposed Big Pine Reclamation Project and the proposed requirements, processing, and scheduled review of the NOI Report Submittal;

B. Conduct Field Investigations

- 1) Visit WWTPs and collect effluent and soil samples, if warranted; and
- 2) Visit potential project sites and collect soil samples, if warranted.
- C. Review Existing Data
 - 1) Review of existing Big Pine WWTP facilities, operation, Waste Discharge Requirements, plant performance, effluent discharge reports; and
 - 2) Review and characterization of Big Pine CSD and BPPT raw wastewater flows and concentrations;
- D. Prepare Initial Study
 - 1) Identify initial and operating costs; recycle water applications; and Recycled Water Criteria, Codes, and Regulations for each WWTP; and
 - 2) Identify findings, alternatives, and recommendations for each proposed project site;
- E. Review and Select Feasible Projects
 - 1) Review initial findings and recommendations from Project Stakeholders; and
 - 2) Identify the most feasible projects, and with concurrence, proceed with the preparation of the Big Pine Reclaimed Water Feasibility Study.
- F. Draft Report
 - 1) Provide details for technical, managerial, and financial requirements of the most feasible project alternatives; and
 - 2) Compare project alternatives and present best apparent project alternatives with findings and recommendations.
- G. Review, Revise, and Final Submittal
 - 1) Present a draft of the Feasibility Study to County, Big Pine CSD, and BPPT Council representatives;
 - 2) Incorporate modifications and additions pursuant to the review comments received; and
 - 3) Submit the final Feasibility Study to the County of Inyo Water Department for approval.
- H. Prepare, process, and submit draft and Final Title 22 Engineering Reports as previously described in this Scope of Work;
- I. Submit Final Title Engineering Report for review and approval by the State Water Resources Control Board; and
- J. Prepare, process, and submit draft and Final NOI Reports as previously described in this Scope of Work (final NOI will be subject to review and approval by the Lahontan RWQCB).

Task 5. Environmental Permitting: Initial Study and Mitigated Negative Declaration

- A. For the projects identified as feasible within the Feasibility Study, prepare the required Initial Study and Mitigated Negative Declaration in accordance with the requirements of CEQA and NEPA, as appropriate. Projects, if any, that require Environmental Impact Report/Statement are by definition, infeasible under this scope of services. If any such project shall be identified as the preferred project, the Consultant will advise Client of this finding and work with Client to budget for the needed additional fees to prepare the EIR/EIS.

Task 6. Engineering and Design Documents, Initial Project

- A. Review and confirm each project's viability following the environmental review and incorporate any changes and resubmit as needed;
- B. For the Initial Project, prepare Improvement Plans and Specifications according to standards consistent with those of County of Inyo, BPCSD, and the BPPT.
- C. Complete improvement plans for preliminary design and design parameters, specifications and cost estimates (PS&E) for the Initial Project;
- D. For the Initial Project, submit the PS&E documents to County of Inyo, Big Pine CSD, and BPPT Council representatives at 60%, 90% and 100% completion, incorporating comments into each revision.

ATTACHMENT B

AND **AGREEMENT BETWEEN COUNTY OF INYO**
R O ANDERSON ENGINEERING
FOR THE PROVISION OF CONSULTING SERVICES

TERM:

FROM: JULY 1, 2017 TO: JUNE 30, 2018

SCHEDULE OF FEES:

County shall pay to Contractor for the work and services described in Attachment A-1 which are performed by Consultant at County's request in an amount not to exceed \$267,000

See attachment B-1

SCHEDULE OF FEES

Category [c] Planning/Design Engineering/Environmental Documentation		Total Cost
Task 4: Feasibility Study and Title 22 Report and LRWQCB NOI		\$153,000
Task 5: Environmental Documentation (ISMND)		\$45,000
Task 6: Agency, Stakeholder, and Public Review		\$5,000
Task 7: Improvement Plan		\$64,000
Task 8: Project Performance and Monitoring Plan		-
Total ROA Planning/Design/Engineering/Environmental Documentation		\$267,000

PROJECT SCHEDULE/TIMELINE

Project 7: Recycled Water for Restoration and Community Projects in Big Pine				Progress Report #2	
		Start Date	End Date	Projected Dates Based on Actual Progress	
Category (a): Direct Project Administration		4/1/2015	3/31/2018	10/1/2016	8/31/2018
Task 1	Project Management	4/1/2016	3/31/2018	10/1/2016	8/31/2018
Task 2	Labor Compliance Program	4/1/2016	4/30/2016	10/1/2016	10/30/2016
Task 3	Reporting	4/1/2015	3/31/2018	10/1/2016	8/31/2018
Category (b): Land Purchase / Easement		N/A	N/A	N/A	N/A
Task 4	Land Purchase	N/A	N/A	N/A	N/A
Category (c): Planning / Design / Engineering and Environmental		7/1/2016	3/31/2018	2/1/2017	6/30/2018
Task 5	Feasibility Study, Title 22 Report and LRWQCB NOI	7/1/2016	9/30/2016	7/15/2017	11/30/2017
Task 6	Environmental Documentation (ISMND)	12/1/2016	8/31/2017	2/1/2017	10/31/2017
Task 7	Agency, Stakeholder, and Public Review	10/1/2016	11/30/2016	7/31/2017	12/15/2017
Task 8	Improvement Plan	9/1/2017	3/31/2018	1/1/2018	6/30/2018
Category (d): Construction / Implementation		N/A	N/A	N/A	N/A
Task 9	Construction/Implementation Activities	N/A	N/A	N/A	N/A



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: Personnel

FOR THE BOARD MEETING OF: December 11, 2018

SUBJECT: Ordinance to Amend Section 2.88.040 of the Inyo County Code

DEPARTMENTAL RECOMMENDATION:

Request Board waive the first reading of an ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Section 2.88.040 of the Inyo County Code to Provide for Increases in the Salary for Certain Elected County Officials, Excluding Members of the Board of Supervisors," and set enactment for Tuesday, December 18, Board of Supervisors Room, Independence.

SUMMARY DISCUSSION:

On December 12, 2017, your Board undertook a review of elected officials' base salaries per the adopted Elected Officials Salary Adjustment Policy (Attachment A), which states:

Approximately one-year prior to the expiration of an elected official's term in office, the Board of Supervisors shall, upon initiation by the County Administrator, review the base salary for the office for the purpose of increasing or decreasing the established base salary for the office effective at the beginning of the next regular term. (For example, a base salary modified in in December 2013, or January or February 2014, would become effective January 6, 2015.)

Your Board reviewed the current Inyo County elected officials' salaries, as well as a survey of elected officials' salaries from 15 like counties (Attachment B), into which went considerable research and data-gathering to compile the most up-to-date, accurate and comparable information possible. Your Board also looked at how the Inyo County salaries compared to the average of those 15 counties, and heard from each of the elected officials in attendance. Ultimately, your Board approved increases to the salaries of the three elected offices whose salaries were below the 15-county average: Clerk-Recorder, Public Administrator-Public Guardian, and Treasurer-Tax Collector. Your Board directed that the Inyo County salaries be adjusted thusly to mirror the corresponding 15-county averages:

- Clerk-Recorder (from \$8,285 to \$8,300)
- Public Administrator-Public Guardian (from \$5,594 to \$6,350)
- Treasurer-Tax Collector (from \$8,285 to \$8,556)

Your Board also directed that an ordinance be prepared to reflect the change in Inyo County Code. In the months since that meeting, Inyo County elected officials received a 2% Cost of Living Adjustment effective July 12, 2018, pursuant to Inyo County Code section 2.88.040(B). That Code section provides that the salaries of elected officials other than the sheriff "shall be increased at the same time and in the same percentage amount as provided to appointed county officials as a group" and that "the sheriff will receive salary increases at the same rate and percentage as provided to the law enforcement administrators." As a result, the Clerk-Recorder's current salary (\$8,451) is now higher than the 15-county average cited in the study presented more than a year ago (\$8,300). Adjusting the Clerk-Recorder's salary now to mirror the 15-county average from 2017 would represent a reduction in pay, rather than the increase intended, and is therefore not recommended and not included in the ordinance now brought before your Board for enactment.

Adjusting the current base salaries of the other two elected offices, as directed in December 2017, still represents a pay increase for those two offices, as the Board originally intended, and is included in the ordinance thusly:




- Public Administrator-Public Guardian (from \$5,706 to \$6,350)
- Treasurer-Tax Collector (from \$8,451 to \$8,556)

Although the elected official salary increases were initially directed to take effect at the beginning of the next regular terms for those offices on January 8, 2019, most salary increases are traditionally timed to coincide with the start of new pay periods. As such, and in order to conform to normal County fiscal practice, staff has requested the effective date be moved to January 10, 2019.

ALTERNATIVES: Your Board could decide to not proceed with the ordinance, or make adjustments to the ordinance.

OTHER AGENCY INVOLVEMENT: County Counsel, Personnel

FINANCING: The increases have been budgeted into the Fiscal Year 2018-2019 departmental budgets for the Treasurer-Tax Collector and Public Administrator-Public Guardian

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>12/5/18</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>12/5/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) <u>OK BY</u>  Approved: _____ Date <u>12/5/18</u>

DEPARTMENT HEAD SIGNATURE:  Date 12/5/18
 (Not to be signed until all approvals are received)

ORDINANCE 1237

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTION 2.88.040 OF THE INYO COUNTY CODE TO PROVIDE FOR INCREASES IN THE SALARY FOR CERTAIN ELECTED COUNTY OFFICIALS, EXCLUDING MEMBERS OF THE BOARD OF SUPERVISORS

The Inyo County Board of Supervisors do ordain as follows:

SECTION I: Authority

Government Code Section 25300 provides that the Board of Supervisors may set the compensation for elected officials by ordinance.

SECTION II: Purpose

The Board of Supervisors for the County of Inyo enacted section 2.88.040 of the Inyo County Code, which sets compensation to be received by elected county officials, excluding members of the Board of Supervisors. By this ordinance, the Board intends to provide for increases in the salary for certain elected officials.

SECTION III: Section 2.88.040 Amended to provide for increases in the salary for certain elected officials, excluding the Board of Supervisors.

Chapter 2.88, section 2.88.040 A. of the Inyo County Code is amended to read as follows:

- A. Salary: Salaries for each Elected Official listed below shall be paid in accordance with the procedures used to pay all other county officers and employees, as follows:

Title	July 13, 2018 through January 9, 2019	January 10, 2019 and on
Assessor	\$9,295.00	\$9,295.00
Auditor/ Controller	\$9,295.00	\$9,295.00
Clerk/Recorder	\$8,451.00	\$8,451.00
Coroner	\$2,123.00	\$2,123.00
District Attorney	\$12,269.00	\$12,269.00
Public Administrator	\$5,706.00	\$6,450.00
Sheriff	\$12,451.00	\$12,451.00
Tax Collector/Treasurer	\$8,451.00	\$8,556.00

SECTION IV: Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Board hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this ordinance would be subsequently declared invalid or unconstitutional.

SECTION V: 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 18th day of December, 2018, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Chairperson, Inyo County Board of Supervisors

ATTEST: Clint G. Quilter
Clerk of the Board

By: _____
Darcy Ellis
Assistant Clerk of the Board

ADMINISTRATIVE MANUAL**ELECTED OFFICIALS SALARY ADJUSTMENT POLICY*****I. PURPOSE***

The purpose of this policy is to provide a consistent salary adjustment process for elected officials that maintains equity with other County classifications while ensuring that qualified persons continue to pursue election to public office.

II. ESTABLISHMENT & REVIEW OF BASE SALARY

For each elected official, excluding the Board of Supervisors, the Board of Supervisors shall establish a base salary for the elected office. The base salary, as adjusted by this policy, will be effective at the beginning of the next regular term for the elected office. The base salary, represented as an hourly rate, shall be based on a 40-hour work week recognizing that, under State law, the elected official is under no obligation to work a 40-hour work week.

Approximately one-year prior to the expiration of an elected official's term in office, the Board of Supervisors shall, upon initiation by the County Administrator, review the base salary for the office for the purpose of increasing or decreasing the established base salary for the office effective at the beginning of the next regular term. (For example, a base salary modified in in December 2013, or January or February 2014, would become effective January 6, 2015.) In reviewing and adjusting the base salary for an elected office, the purpose of the Board of Supervisors will be ensure that qualified individuals continue to seek election to the office, and that prospective candidates will have knowledge of base salary of office prior to the deadline for deciding whether to seek election or re-election.

This annual four-year review of the base salary for an elected office in no way limits or prevents any elected official from requesting the Board of Supervisors adjust the salary for their respective office anytime during their term in office.

In establishing and reviewing the base salary for any elected office, excluding the Board of Supervisors, the Board of Supervisors may, in public session:

- (1) Rely on the same salary survey information that may be provided to it in considering adjustments to the salaries of appointed officials; and,
- (2) Consider any additional data or other information the elected official, staff or members of the public may choose to provide.

Elected Official Salary Survey of 15 Like Counties for 2017

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Average of like counties	Percent difference	
	Inyo	Plumas	Mariposa	Trinity	Siskiyou	Del Norte	Mono	Calaveras	Tuloumne	Amador	Lake	Mendocino	Lassen	Glenn	Tehama	Humboldt		
Assessor	\$9,113.00	\$6,232.00	\$8,655.50	w/Clerk	\$7,373.00	\$9,256.92	\$9,180.00	\$8,273.60	\$11,058.42	\$8,678.00	\$8,066.93	\$9,074.52	\$8,433.00	\$6,464.00	\$9,354.25	\$10,122.00	\$8,587.29	5.94+
Auditor	\$9,113.00	\$6,434.00	\$9,150.16	\$7,328.29	\$8,104.00	\$9,173.02	N/A	\$8,273.60	\$12,907.50	\$9,208.00	\$8,269.73	\$10,004.54	\$8,433.00	N/A	\$9,587.75	\$10,122.00	\$8,356.83	8.66+
Clerk-Record.	\$8,285.00	\$6,232.00	w/Assessor &T-T	\$7,694.15	w/Assessor	\$9,094.78	\$8,262.00 A	\$8,273.60	w/Auditor &Assessor	\$8,107.00	w/Auditor &Assessor	w/Assessor	\$8,433.00	w/Assessor	\$8,485.00	\$10,122.00	\$8,300.39	.19-
Coroner	\$2,123.00	w/Sheriff	w/Sheriff	w/D.A.	w/Sheriff	w/Sheriff	w/Sheriff	\$4,616.00	w/Sheriff	w/Sheriff	w/Sheriff	w/Sheriff	w/Sheriff	w/Sheriff	w/Sheriff	w/Sheriff	n/a	n/a
D.A.	\$12,028.00	\$7,977.00	\$11,252.25	\$10,053.45	\$10,306.00	\$11,903.46	\$12,693.75	\$11,854.40	\$12,402.58	\$11,036.00	\$10,049.87	\$12,188.66	\$10,208.00	\$8,900.80	\$11,654.83	\$14,109.00	\$11,106.00	7.97+
PA/PG	\$5,594.00	SSDirector	Sheriff/HHS	HHS Director	DA/HHS	w/HHS	SSDirector	\$5,828.80 D	HHS Director	\$6,257.60 A	SSDirector	\$5,952.27 D	SSDirector	\$4,915.20 A	\$7,878.50 A	w/HHS	\$6,350.43	12.67-
Sheriff	\$11,355.00	\$7,977.00	\$12,360.92	\$8,273.00	\$10,120.00	\$10,118.90	\$12,207.00	\$10,822.40	\$11,977.08	\$10,571.00	\$9,984.00	\$11,032.84	\$9,628.00	\$8,728.00	\$11,053.33	\$14,643.00	\$10,633.10	6.57+
Treasurer	\$8,285.00	\$6,232.00	\$8,655.50	\$6,805.62	\$7,508.00	\$9,094.78	N/A	\$8,273.60 D	\$11,058.42	\$8,484.00	\$7,874.53	\$8,641.36	\$8,433.00	N/A	\$9,758.83	\$10,122.00	\$8,555.67	3.21-

KEY:

A=appointed department head
D=division director/management

NOTES:

Mono: An appointed Director of Finance position (\$11,900 A) appears to exist in place of both the Auditor and Treasurer-Tax Collector
Glenn: The Auditor and Treasurer-Tax Collector are "Assistant Directors of Finance" with respective monthly salaries of \$7,112.00 and \$6,697.60

average does not include division managers



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
21

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

FROM: Public Works / Road Department

FOR THE BOARD MEETING OF: Dec. 11, 2018

SUBJECT: First reading of proposed Ordinance No. _____ ; Implementation of a 13 ton weight limit on Old Spanish Trail; Authorization of signage for weight limit.

DEPARTMENTAL RECOMMENDATIONS:

Request approval of;

- a) Introduce, read title, and waive further reading of proposed Ordinance No. _____
"AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTIONS 10.56.010, 10.56.020, AND 10.56.030, AND REPEALING SECTION 10.56.040, OF THE INYO COUNTY CODE, PERTAINING TO WEIGHT LIMITATIONS ON CERTAIN COUNTY HIGHWAYS AND BRIDGES."
- b) Schedule the ordinance for adoption at the next regular Board meeting.
- c) Allow the Public Works Department Head, or his designee, to apply for and negotiate terms for proper advance warning signage encroachment permits and placement with, California Department of Transportation (Caltrans), Nevada Department of Transportation (NDOT), and Nye County, NV Public Works Department.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

While investigating possible solutions to the damage caused by weight impacts on Old Spanish Trail, described in detail below, it was discovered that previously imposed weight limits also needed to be formalized. After a review of the County ordinance, it is recommended that the County ordinance is amended to allow for the protection of County assets such as roads, bridges, culvert, and infrastructure.

Due to a substantial increase in usage by large delivery trucks, the County is experiencing accelerated pavement degradation and failure on Old Spanish Trail. The asphalt is failing at a rate faster than the Road Crew can reasonably keep up with during their maintenance and patching operations. This has created a safety concern for the traveling public, and for the Road Crew Operators performing the patching operations.

The Road Department is recommending your Board implement a 13 ton (26,000lb.) weight limit on the entire length of Old Spanish Trail Highway (29.98 miles) to protect the County's road infrastructure. We are recommending this weight restriction remain in effect until budgetary conditions allow for the road to be reconstructed or repaired to support the increase in weight and frequency of the truck traffic. This weight limit restriction will allow tour and school buses, trash trucks, toy haulers, and similar sized vehicles. But prevent the heavier truck and trailer combinations that are 65'+ in length and have a gross vehicle weight rating (GVWR) of 80,000lb. An example of this vehicle type would be the larger freight trucks, 'Semi's' and tractor trailer combinations, including large mine and cargo haulers.

With the growth of the community of Pahrump, NV, there is an increasing demand for deliveries to that community, and the need for dedicated deliveries that no longer require the trucking to continue into, or come from, the greater Las Vegas area. With this growth, there is a substantial impact on some of the local roads that were not designed to handle the loading and frequency of traffic they are now experiencing. In early 2017,

there was a noticeable increase in the large truck traffic on Old Spanish Trail, while the impacts were not yet seen, we were monitoring all the roads in that area for road degradation.

While it is a shorter trucking distance to use the State Route 127, and Old Spanish Trail route for deliveries to the southern area of Pahrump, utilizing the State Route 178 junction in Shoshone is typical for deliveries to Pahrump, and would not appreciably increase trucking time or distance from the greater Los Angeles area. This would ensure that the trucks stay on the State Highways designed for interstate commerce.

The Nye County Public Works Department was having the same impacts on Bell Vista Highway as Inyo County is having on Old Spanish Trail. Bell Vista Highway is the Nye County section of road that accesses the northern part of Pahrump, and is connected to Inyo County's State Line Road (#5002). Bell Vista Highway was also showing an accelerated failure with substantial "blow out" sections with large potholes and wheel track rut deformation. This prompted Nye County to adopt a weight limit on their section of highway to protect their infrastructure. This action requires the larger (greater than 26,000 lbs.) to use an alternate route to access Pahrump, via US95 or State Route 178 out of Shoshone.

In February, the Road Department performed a traffic study over a five day period, including a weekend, to determine the traffic impacts. The results showed over 800 vehicles in the 41'-82'+ overall length field, which is consistent with the Road crews field observations. With almost an equal amount of traffic in both directions, this study confirmed the use of Old Spanish Trail as a delivery route, rather than a bypass route. If your board approves the weight limit restriction, the Public Works/Road Department will coordinate with the agencies that have roads intersecting Old Spanish Trail to place appropriate signage alerting traffic to the new restrictions, and diverting the prohibited trucking traffic to State Route 178 in Shoshone to access Pahrump.

ALTERNATIVES:

Currently there are no restrictions on large or heavy truck travel on Old Spanish Trail, if a weight limit, or other method of controlling weight and travel impacts is not implemented, the Road Department will no longer have the ability to maintain a paved surface.

OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING:

Signage costs will be funded out of the existing Road Department Sign maintenance budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: <u>[Signature]</u> Date <u>11/16/13</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature]

Date: 11/19/13

ORDINANCE NO. _____

**AN ORDINANCE OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA,
AMENDING SECTIONS 10.56.010, 10.56.020, AND 10.56.030, AND
REPEALING SECTION 10.56.040, OF THE INYO COUNTY CODE,
PERTAINING TO WEIGHT LIMITATIONS ON CERTAIN
COUNTY HIGHWAYS AND BRIDGES**

WHEREAS, Section 35712 of the Vehicle Code authorizes the Board of Supervisors to prohibit the use of any County highway located in an unincorporated residential or subdivision area by any commercial vehicle exceeding a gross weight of 14,000 pounds; and

WHEREAS, Section 21101 of the Vehicle Code authorizes local authorities, for those highways under their jurisdiction, to adopt rules and regulations to prohibit the use of particular highways by certain vehicles; and

WHEREAS, Section 35706 of the Vehicle Code authorizes the Board of Supervisors, by ordinance, to reduce the permissible weight of vehicles and loads upon County bridges; and

WHEREAS, the County previously imposed weight limits on the following County highways or bridges: Lubkin Canyon Road (No. 4023), Orinda Drive (No. 1090), Underwood Lane (No. 1028), and the County bridge at Reata Road (No. 1027), and would now like to formalize those restrictions; and

WHEREAS, Old Spanish Trail Highway is experiencing a substantial increase in heavy commercial truck traffic due to the growth of the community of Pahrump; and

WHEREAS, Old Spanish Trail Highway was not built to handle the loads or frequency of this traffic, which is damaging the highway; and

WHEREAS, there are alternate trucking routes available for affected vehicles;

NOW, THEREFORE, the Board of Supervisors of the County of Inyo ordains as follows:

SECTION ONE: Section 10.56.010 of the Inyo County Code is hereby amended in its entirety to read as follows:

“10.56.010. Residential roads closed to certain commercial vehicles.

A. Pursuant to Section 35712 of the Vehicle Code, and except as otherwise provided below, commercial vehicles exceeding a gross weight of fourteen thousand pounds are prohibited on the following County highways in unincorporated residential areas:

- Orinda Drive (County Road No. 1090)
- Underwood Lane (County Road No. 1028)

B. The road commissioner shall erect and maintain signs indicating such prohibition.

C. Whenever such weight limit signs have been placed as provided in this section, it is a misdemeanor for any person to drive or operate a vehicle upon such highways when the maximum gross weight of such vehicle plus the weight of the load thereon exceeds the weight limit stated by such signs except that any commercial vehicle shall not be prohibited from using any highway by direct route to or from a state highway for the purpose of delivering or loading for transportation of goods, wares or merchandise as provided in Section 35711 of the Vehicle Code.

D. This section does not apply to a vehicle operate by, or on behalf of, a public utility in connection with the installation, operation, maintenance, or repair of its facilities, nor to any other vehicle exempt under Vehicle Code section 35714.”

SECTION TWO: Section 10.56.020 of the Inyo County Code is hereby amended in its entirety to read as follows:

“10.56.020. Weight limits on County bridges.

A. Pursuant to Vehicle Code section 35706, and except as otherwise provided below, vehicles exceeding the following weight restrictions are prohibited from driving over that certain County bridge on Reata Road (County Road No. 1027):

- Commercial vehicles with two axles exceeding a gross weight of thirty-eight thousand pounds
- Commercial tractor trailer vehicles with three axles exceeding a gross weight of sixty-two thousand pounds
- Other commercial trailer vehicles with four or more axles exceeding a gross weight of eighty-four thousand pounds.

B. The road commissioner shall place signs at both entrances to the bridge specifying the maximum gross weight limit of any vehicle or combination of vehicles which shall be permitted to cross such bridge.

C. Whenever such weight limit signs have been placed as provided in this section, it is a misdemeanor for any person to drive or operate a vehicle upon such County bridge when the maximum gross weight of such vehicle plus the weight of the load thereon exceeds the weight limit stated by such signs except that any commercial vehicle shall not be prohibited from using any County bridge by direct route to or from a state highway for the purpose of delivering or loading for transportation of goods, wares or merchandise as provided in Section 35711 of the Vehicle Code.”

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SECTION THREE: Section 10.56.030 of the Inyo County Code is hereby amended in its entirety to read as follows:

“10.56.030. Closing particular highways to certain vehicles.

A. Pursuant to Vehicle Code section 21101, and except as otherwise provided below, commercial vehicles exceeding a gross weight of fourteen thousand pounds are prohibited on the following County highways:

- Lubkin Canyon Road (County Road No. 4023.)

B. Pursuant to Vehicle Code section 21101, and except as otherwise provided below, commercial vehicles exceeding a gross weight of twenty-six thousand pounds are prohibited on the County highway known as Old Spanish Trail (County Road No. 5007.)

C. The road commissioner shall erect and maintain signs indicating such prohibition at all entrances to the highways.

D. Whenever such weight limit signs have been placed as provided in this section, it is a misdemeanor for any person to drive or operate a vehicle upon such highways when the maximum gross weight of such vehicle plus the weight of the load thereon exceeds the weight limit stated by such signs.

E. This section shall not apply to the extent otherwise provided by the Public Utilities Commission pursuant to Article 2 (commencing with Section 1031) of Chapter 5 of Part 1 of Division 1 of the Public Utilities Code.”

SECTION FOUR: Section 10.56.040 of the Inyo County Code is hereby repealed.

SECTION FIVE: SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Ordinance would be subsequently declared invalid or unconstitutional

SECTION SIX: EFFECTIVE DATE.

This ordinance shall take effect and be in full force and effect, except as herein limited, 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 this Board is hereby instructed and ordered to so publish this ordinance together with the names of the Board members voting for and against the same.

PASSED AND ADOPTED this _____ day of _____, 2018, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

DAN TOTEROH, Chairperson
Inyo County Board of Supervisors

ATTEST: Clint Quilter
Clerk of the Board

By: _____
Darcy Ellis, Assistant
Assistant Clerk of the Board



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
22

FROM: Public Works Department

FOR THE BOARD MEETING OF: December 11, 2018

SUBJECT: Eastern Sierra ATV Adventure Trails System Project – Report to California Legislature

DEPARTMENTAL RECOMMENDATIONS:

Request Board:

- A. Conduct a public hearing to take public comment on the Eastern Sierra ATV Adventure Trails System Project and
- B. Approve the submittal of a Report to the Legislature summarizing the Assembly Bill 628 / SB 1345 Pilot Project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

In January, 2015, Inyo County approved the designation of seven combined-use routes where certain non – street legal vehicles are able to drive on County roads to access goods and services and OHV recreation. The seven routes were opened for combined-use vehicles between July 2015 and September 2017. The reason for the delayed opening of four of the routes was related to start points for those four routes being on LADWP land. These combined-use routes were designated per the Vehicle Code as amended by Assembly Bill 628 / SB 1345. Pursuant to SB 1345, the County is required to submit a report to the California Legislature before January 1, 2019. Staff has used 1) requirements set forth in enabling legislation and 2) the Implementing Procedures as guidance for the development of this report.

Legislative Requirement for Submittal of Report to California Legislature

Senate Bill 1345 sets forth reporting requirements for the combined-use pilot program.

38026.1(f) Not later than January 1, 2019, the County of Inyo, in consultation with the Department of the California Highway Patrol, the Department of Transportation, and the Department of Parks and Recreation, shall prepare and submit to the Legislature a report evaluating the pilot project, and containing all of the following:

- (1) A description of the road segments designated to allow combined use for over three miles, as approved or adopted by a majority vote of the members of the Inyo County Board of Supervisors.
- (2) An evaluation of the overall safety and effectiveness of the pilot project, including its impact on traffic flows, safety, off-highway vehicle usage on existing trails, incursions into areas not designated for off-highway vehicle usage, and nonmotorized recreation.

(3) A description of the public comments received at a public hearing held by the county in regards to an evaluation of the pilot project.

(g)(1) A report submitted pursuant to subdivision (f) shall be submitted in compliance with Section 9795 of the Government Code.

Section 9795 of the Government Code describes the submittal requirements for a Legislative Report.

Inyo County AB 628 Implementing Procedures

The AB 628 Implementing Procedures were initially approved early in 2012 and then revised at the January 22, 2015 route approval public hearing. An analysis of each of the requirements set forth in the Implementing Procedures is included in the Draft Legislative Report.

ALTERNATIVES:

1. Provide specific direction to staff to provide additional information or revised the letter to the Legislature and continue the consideration of this item to a date certain before January 1, 2019.

OTHER AGENCY INVOLVEMENT:

- A. California Department of State Parks Off Highway Motor Vehicles Recreation Division - Grant Management for 1) signage grant, 2) grant to complete CEQA and to purchase Road equipment, and 3) grant to evaluate NEPA on roads that cross Inyo National Forest land that are proposed for combined-use.
- B. California Highway Patrol - Completed initial safety evaluation that allowed routes to be open. Collected information on a) enforcement activities, b) collision data, and 3) call in complaints.
- C. California Department of Transportation - Approved Signage and crossing of the State Highway System at US 395 at three locations and also US 6 at Jean Blanc Road.
- D. City of Los Angeles, Department of Water and Power - Approval of combined-use start and/or end points on LADWP land.
- E. Bishop District Bureau of Land Management – Information on OHV trail segments being linked to.
- F. U.S. Forest Service, Inyo National Forest – Information on OHV trail segments that BLM roads link to (No designated combined-use routes link directly with USFS land).
- G. California State Legislature - Evaluation of Senate Bill 1345 and entity that would consider future Legislation to enact pilot program.

FINANCING:

Legislative Report

The expense for the monitoring of the combined-use routes and the completion of the Legislative Report is being funded through the Inyo County Local Transportation Commission (LTC) administered funds.

State Parks Grant

The County has obtained two grants from the California State Parks Off-Highway Motor Vehicle Recreation Division. The first grant was to complete a review under the California Environmental Quality Act (CEQA) for the designation of combined-use roads. The second grant, which is currently ongoing funds the environmental review of the County obtaining right-of-way easements from the Inyo National Forest for those County maintained roads proposed for combined-use.

Traffic Counts

AB 628 / SB 1345 and the Implementing Procedures require the collection traffic counts annually to monitor the number and type of vehicles used on the combined-use routes. Video, digital traffic, and stop motion camera counts were completed annually and were funded using Local Transportation Commission administered planning funds.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>11/16/18</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 11/20/18

Attachments:

1. Section 9795 of Government Code
2. A Letter of the Board of Supervisors of the County of Inyo, State of California , addressed to the California Legislature serves as an introduction to the Report
3. Report to California Legislature

December 11, 2018

Secretary of the Senate
State Capitol, Room 3044
Sacramento, CA 95814

Re: County of Inyo Report Submitted Pursuant to Vehicle Code Section 381026.1(f)

To Whom It May Concern,

This is a summary of the Legislative Report submitted by Inyo County pursuant to Vehicle Code section 381026.1(f). The Report satisfies Inyo County's requirement to report on a Pilot Program regarding County roads designated by the Inyo County Board of Supervisors for combined-use. The report includes: 1) a description of the designated combined-use routes, 2) an evaluation of the overall safety and effectiveness of the Pilot Program, and 3) summarizes public comments received at an approval hearing, comments received during the Pilot Program, and comments received at a public hearing on the Pilot Program.

The Report additionally analyzes the requirements set forth in the Implementing Procedures adopted by Inyo County in 2012 pursuant to AB 628 and then amended in January 2015. The Report further provides an overview of the project setting, describes factors that limited the implementation of the Pilot Program, and includes a list of attachments.

Please don't hesitate to contact me if you have any questions regarding this report.

Sincerely,

Dan Totheroh, Chair
Inyo County Board of Supervisors

cc: Chief Clerk of the Assembly
Legislative Counsel
California Department of State Parks – Off Highway Motor Vehicle Recreation Division

Section 9795. (Amended by Stats. 2004, Ch. 644, Sec. 4.)

Cite as: Cal. Gov't. Code §9795.

(a)(1) Any report required or requested by law to be submitted by a state or local agency to the members of either house of the Legislature generally, shall instead be submitted to the Legislative Counsel, the Secretary of the Senate, and the Chief Clerk of the Assembly. Each report shall include a summary of its contents, not to exceed one page in length, a copy of which shall be provided to each member of the appropriate house or houses of the Legislature by the Legislative Counsel within two working days of its receipt. Notice of receipt of the report shall also be recorded in the journal of the appropriate house or houses of the Legislature by the secretary or clerk of that house.

(2) In addition to and as part of the information made available to the public in electronic form pursuant to Section 10248, the Legislative Counsel shall make available a list of the reports submitted by state and local agencies, as specified in paragraph (1). If the Legislative Counsel receives a request from a member of the public for a report contained in the list, the Legislative Counsel is not required to provide a copy of the report and may refer the requester to the state or local agency, as the case may be, that authored the report.

(b)(1) A local agency shall be deemed to have complied with paragraph (1) of subdivision (a) if the agency submits to the Legislative Counsel, the Secretary of the Senate, and the Chief Clerk of the Assembly each one hard copy of the report required or requested.

(2) A state agency shall be deemed to have complied with paragraph (1) of subdivision (a) if the agency submits to the Legislative Counsel, the Secretary of the Senate, and the Chief Clerk of the Assembly each one hard copy and one electronic copy of the report required or requested.

(c) This section shall not apply to reports required or requested by law to be directed to a committee or other specified entity within the Legislature.

(d) No report shall be distributed to a Member of the Legislature unless specifically requested by that member.

(e) Compliance with subdivision (a) shall be deemed to be full compliance with subdivision (c) of Section 10242.5.

(f) A state agency report and summary subject to this section shall include an Internet Web site where the report can be downloaded and telephone number to call to order a hard copy of the report. A report submitted by a state agency subject to this section shall also be posted at the agency's Internet Web site.

(g) For purposes of this section, "report" includes any study or audit.

COUNTY OF INYO
REPORT TO LEGISLATURE



Report submitted pursuant to Vehicle Code § 38026.1(f)

December 11, 2018

County of Inyo
Public Works Department
P.O. Drawer Q, 168 N. Edwards St.
Independence, California 93526

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COMBINED USE ROUTES DESIGNATED PER ASSEMBLY BILL 628

INTRODUCTION

AB 628, creating Vehicle Code section 38026.1, was passed by the Legislature and signed into Law in 2011 and then extended via SB 1345 in 2016. The bills authorized Inyo County to establish a pilot project and designate specified combined-use highways to link existing off-highway motor vehicle trails and trailheads on federal Bureau of Land Management or United States Forest Service lands, and to link off-highway motor vehicle recreational-use areas with necessary service and lodging facilities, in order to provide a unified linkage of trail systems for off-highway motor vehicles. The pilot project will end on January 1, 2020 unless extended by the Legislature.

Vehicle Code section 38026.1(f) requires that no later than January 1, 2019:

“ [t]he County of Inyo, in consultation with the Department of the California Highway Patrol, the Department of Transportation, and the Department of Parks and Recreation, shall prepare and submit to the Legislature a report evaluating the pilot project, and containing both of the following:

- (1) A description of the road segments designated to allow combined use for over three miles, as approved or adopted by a majority vote of the members of the Inyo County Board of Supervisors.
- (2) An evaluation of the overall safety and effectiveness of the pilot project, including its impact on traffic flows, safety, off-highway vehicle usage on existing trails, incursions into areas not designated for off-highway vehicle usage, and nonmotorized recreation.
- (3) A description of the public comments received at a public hearing held by the county in regards to an evaluation of the pilot project.

The prescribed Report follows. The County of Inyo adopted Implementing Procedures for AB 628 (Implementing Procedures) consistent with the requirements of Vehicle Code sections 38026.1(b)(1) & (2) were initially approved early in 2012 and then revised at the January 22, 2015 meeting of the Board of Supervisors.

On October 12, 2012, the Adventure Trails System of the Eastern Sierra, LLC. (Applicant) submitted 38 separate applications to Inyo County. Each application sought County designation of a combined-use route project permitting Off Highway Vehicles (OHV) to share the road with regular vehicular traffic as allowed by Vehicle Code section 38026.1. Each application was for an individual project, collectively referred to as the ATV Adventure Trails of the Eastern Sierra Project. Each application was filed in accordance with both AB 628 and the Implementing Procedures. Several applications were revised in response to County and public agency comments on June 21, 2013. The application packets requested either the County of Inyo designate, , proposed combined-use routes measuring up to 10 miles long on certain unincorporated County roads; or the City of Bishop to designate combined-use routes of up to 3 miles long on certain roads maintained by the City of Bishop.

Before the Board of Supervisors considered the 38 combined-use applications, the project proponents requested that the Board limit its consideration to just 8 combined-use routes, one of the routes being revised. On January 22, 2015, the Board of Supervisors approved seven combined-use routes. Of those seven routes, only three have been opened because of issues related to the underlying ownership of the start point for four of the approved routes (see *Limiting Factors* discussion below).

Just prior to the first 3 combined-use routes being opened, County staff sent out a letter via e-mail to: the Sheriff’s Department, California Highway Patrol, Bureau of Land Management, Inyo National Forest, City of Los Angeles Department of Water and Power, California Department of State Parks, and California Department of State Parks. Staff sent additional correspondence to each of these parties in late September to satisfy the Implementing Procedures notification requirement to advise those agencies of the Board of Supervisors consideration of the Report to the Legislature within 60 days.

LEGISLATIVE REQUIREMENTS FOR SUBMITTAL OF REPORT TO CALIFORNIA LEGISLATURE

1. ROUTE DESCRIPTION

The tables below identify each of the designated combined use routes, describes the start and end points, states the portion of Government Code the route was designated under, states the opening date when non-street legal vehicles were able to start using the route, and provides a description of the combined-use route.

Bishop Area Route		
#	Start & End Point	Opening Date
5	Brown Town Store & Campground to Poleta OHV Open area	September 5, 2017
Route designated provides a link between a necessary service facility and an OHV trail segment		
Route Description: Bishop No. 5 combined use segment provides a link between Browns Town Store & Campground and the Poleta Canyon OHV Open Area. The combined-use route starts by traveling west on Schober Lane, turns left or south onto Sunland Drive, turns east onto Warm Springs Road where it crosses US 395, turns left or north onto Eastside Road, and then turns right or east onto Redding Canyon Road, and then turns left into the Bureau of Land Management managed Poleta Canyon OHV Open Area. The total length of this segment is 9.7 miles.		
The segment starts at the Browns Town Campground and travels west then south then east and finally north across Open Space land zoned for a 40-acre minimum parcel size and land designated State and Federal Lands (LADWP, Bureau of Land Management, and Inyo National Forest land. This route traverses roads that have a speed limit of 55 mph for street-legal vehicles and 35 mph for non-street legal vehicles in compliance with Assembly Bill 628 / SB 1356.		

Bishop Area Route		
#	Start & End Point	Opening Date
6	Pleasant Valley Campground to an OHV trail segment on BLM land near Horton Creek Campground	September 5, 2017
Route designated provides a link between a necessary service facility and an OHV trail segment		
Route Description: Bishop No. 6 combined use segment provides a link between an OHV Recreation Area		

and a dirt road or OHV trail segment on BLM land. The combined-use route starts by traveling south on Pleasant Valley Dam Road and crossing US 395 before turning right or west on South Round Valley Road and then turning left or south onto Horton Creek Road before turning left or east on a dirt road or BLM trail segment. The total length of this segment is 6.7miles.

The entire segment travels across Open Space land zoned for a 40-acre minimum parcel size and land designated State and Federal Lands (Bureau of Land Management or Inyo National Forest) and Natural Resources (Los Angeles Department of Water and Power). This route traverses roads that have a speed limit of 55 mph for street-legal vehicles and 35 mph for non-street legal vehicles in compliance with Assembly Bill 628 / SB 1356.

Bishop Area Route		
#	Start & End Point	Opening Date
7	Pleasant Valley Campground to BLM OHV trail segment at the end of Tungsten City Road	September 5, 2017
Route designated provides a link between a necessary service facility and an OHV trail segment		
Route Description: Bishop No. 7 combined use segment provides a link between an OHV Recreation Area and a dirt road or OHV trail segment on BLM land. The combined-use route starts by traveling south on Pleasant Valley Dam Road and crossing US 395 before turning left or east on Sawmill Road and then turning right or south onto Ed Powers Road before turning west on Tungsten City Road until it end where it meets a dirt road or BLM trail segment. The total length of this segment is 6.4 miles.		
The route starts adjacent to an area zoned and designated Industrial and the remainder of the route travels across Open Space land zoned for a 40-acre minimum parcel size and land designated State and Federal Lands (Bureau of Land Management or Inyo National Forest) and Natural Resources (Los Angeles Department of Water and Power). This route traverses roads that have a speed limit of 55 mph for street-legal vehicles and 35 mph for non-street legal vehicles in compliance with Assembly Bill 628 / SB 1356.		

Bishop Area Route		
#	Start & End Point	Opening Date
9	Brown's Town Store & Campground to an OHV trail segment off of Bir Road on BLM land	September 5, 2017
Route designated provides a link between a necessary service facility and an OHV trail segment		
Route Description: Bishop No. 9 combined use segment provides a link between Brown's Town Store & Campground and a BLM trail segment off of Bir Rd. Bishop No.9 combined use segment provides a link between Browns Town Store & Campground and an OHV trail segment on BLM land off of Bir Road. The combined-use route starts by traveling west on Schober Lane and crossing Sunland Drive before turning left or south on Barlow Lane and then turning right or southwest at an intersection onto Bir Road before accessing a dirt road or BLM trail segment to the left off of Bir Road. The total length of this segment is 3.8 miles.		
The route starts adjacent to an area zoned and designated Industrial and the remainder of the route travels across Open Space land zoned for a 40-acre minimum parcel size and land designated State and Federal Lands (Bureau of Land Management or Inyo National Forest) and Natural Resources (Los Angeles Department of Water and Power). This route traverses roads that have a speed limit of 55 mph for street-legal vehicles and 35 mph for non-street legal vehicles in compliance with Assembly Bill 628 / SB 1356.		

Bishop Area Route		
#	Start & End Point	Opening Date
15	Britt's Diesel to Poleta OHV Open area	August 5, 2015
Route designated provides a link between a necessary service facility and an OHV trail segment		
<p>Route Description: Bishop No. 15 combined use segment provides a link between Britt's Diesel in Laws and the Poleta Canyon OHV Open Area. The combined-use route starts by traveling south on Joe Smith Road, turns left or east onto Silver Canyon Road, turns south onto the Laws – Poleta Road, turns left or east onto Poleta Road, angles right onto Eastside Road, turns left onto Redding Canyon Road, and then turns left into the Bureau of Land Management managed Poleta Canyon OHV Open Area. The total length of this segment is 6.0 miles.</p> <p>The route starts adjacent to an area zoned and designated Industrial and the remainder of the route travels across Open Space land zoned for a 40-acre minimum parcel size and land designated State and Federal Lands (Bureau of Land Management or Inyo National Forest) and Natural Resources (Los Angeles Department of Water and Power). This route traverses lightly traveled roads that have a speed limit of 55 mph for street-legal vehicles and 35 mph for non-street legal vehicles in compliance with Assembly Bill 628.</p>		

Independence Area Route		
#	Start & End Point	Opening Date
1	Independence Inn to Betty Jumbo Mine Road turn	July 14, 2015
Route designated provides a link between a necessary service facility and an OHV trail segment		
<p>Route Description: Independence No. 1 combined use segment provides a link between the Independence Inn in Independence to Inyo National Forest Road number 36E401 (Betty Jumbo Mine Road) located in the Inyo Mountains east of the community of Independence. The combined-use segment starts at the Independence Inn. The segment continues eastward on Park Street to its intersection with Clay Street. At Clay Street, the segment turns south to its intersection with Mazourka Canyon Road. The segment then turns eastward and follows Mazourka Canyon Road to its intersection with road number 36E401. Road number 36E401 starts on Bureau of Land Management land and is open to use by off-highway vehicles (OHVs) and is considered to be an OHV recreational facility. The total length of this segment is 8.5 miles.</p> <p>The route starts at a motel part of the Central Business District and then travels past a mix of residentially zoned properties, industrially zoned properties and Public zoned properties before heading out toward the edge of town past Rural Residential parcels. Off of the map below to the east is one more Rural Residential parcel and then the remainder of property is zoned Open Space and designated Natural Resources or State and Federal Lands.</p>		

Lone Pine Area Route		
#	Start & End Point	Opening Date
1	Boulder Creek RV Park to N. Fork Lubken Ck	July 24, 2015
Route designated provides a link between a necessary service facility and an OHV trail segment		
<p>Route Description: Lone Pine No. 1 combined use segment provides a link between the Boulder Creek RV Park in Lone Pine to a dirt road on Bureau of Land Management land that goes to the mouth of a canyon on the North Fork of Lubken Creek Canyon. The combined-use segment starts at the Boulder Creek RV Park and travels west across US Highway 395 and up Lubken Canyon Road to its intersection with Horseshoe Meadows Road. The segment turns south on Horseshoe Meadows Road to the end of the combined-use segment on a BLM road. The BLM road to the North Fork of Lubken Creek is open to use by off-highway vehicles (OHVs) and is considered to be an OHV recreational facility. The total length of this segment is 4.3 miles.</p> <p>The route starts at an RV Park and Store that is zoned Multiple Residential. The route crosses US 395 and</p>		

passes to the south of the Foothill Trailer Park before continuing up Lubken Canyon Road on land zoned Open Space. The route continues on Open Space land to its end where it is close to land zoned Rural Residential.

The route crosses US 395 and has signage specified by Caltrans.

2. EVALUATION – OVERALL SAFETY AND EFFECTIVENESS OF THE PILOT PROGRAM

Pilot Program Impact on Traffic Flows

Safety

The Inyo County Sheriff's Department and California Highway Patrol maintained a record of 1) OHV accidents on combined-use routes, 2) citations issued to OHVs on combined-use routes, and 3) for complaints received. As of the date that this report was written, neither entity has received any complaints.

County staff has received multiple e-mails regarding potential safety hazards, though many of these hazards are for OHV activity not specifically related to the designated combined-use routes.

The traffic count numbers on the designated combined-use routes have been very light to date. The amount of traffic using the combined-use routes has not been significantly different than other County maintained roads.

Off-Highway Vehicle Impact on Nonmotorized Recreation

The County has received no indication that there has so far been any impact on nonmotorized recreation created by the designated combined-use routes. There was one letter received that expressed concerns over OHVs driving too close to equestrians, and emphasizing that the required distance of three feet is not enough. The routes where the OHV / equestrian interactions occur are not designated for combined-use. There is an insinuation that the OHV / equestrian conflicts is caused by the combined-use routes, though this appears to be unlikely.

Route Monitoring

Route monitoring reports from July 2016, October 2016, December 2017, and October 2018 are include in Exhibit G. The route monitoring was conducted in the manner prescribed by the Implementing Procedures. The reporter looked for new roads that were being made adjacent to the combined-use routes and monitored the existence and effectiveness of signage along the combined-use routes. Staff who completed the monitoring would coordinate with Road Department staff to make sure than any signage that was removed was replaced. It was also observed that, especially during the wet winter and spring of 2017 that plants would grow up and obscure the signage. Again this was communicated to Road Department staff and they cleared the edge of the roadway. Evidence of ATVs driving on the road shoulder was observed in a couple instances.

The monitoring report included suggestions to make the signage more clear to the combined-use route user. Public Works Department staff recommended signs that read "street legal only" or a no ATVs symbol (an ATV with a red circle around it with a line across it to try and discourage ATVs from leaving the designated combined-use routes.

Traffic Counts

Traffic count reports were included from December, 2015, December 2016, and from 2017-2018 that are included in Exhibit I. The December, 2015 count was generated by Traffic Works, a consulting firm based out of Reno, Nevada. The December 2016 count was generated by Road Department staff using an electronic traffic classifier that measured vehicle length and vehicle speed. This technology did not allow staff to differentiate between street legal motorcycles and ATV/UTVs. For the last traffic count, a video traffic counter was used. Staff had technical difficulties with this median and eventually finished the count using a camera with a stop motion detector.

The results for the traffic counters showed almost that very few ATVs/UTVs were driving on the designated combined-use routes.

The Bureau of Land Management (BLM) applied for and received a grant to count the number of OHVs on BLM maintained roads adjacent to County combined-use routes. They will not receive the grant funding until January 2016 and likely will not have usable data collected for a year after that.

As of November 7, 2018, the County has not received correspondence from the BLM regarding these traffic counts.

Off-Highway Vehicle Incursions into area not designated for off-highway vehicle usage

Multiple comments were received detailing OHV incursions into an area not designated for combined use. The Environmental Impact Report approved by the County for the project estimated a percentage of OHVs already were using County roads before 2012. This was based on County staff observations. The same staff does not perceive there to have been a significant change in ridership since the combined-use routes have been open to the public. Some of the letters indicate that there may be as much ATV/UTV usage on roads that are not designated combined-use as those routes that are designated for combined-use.

3. PUBLIC COMMENTS

Approval Hearing

The minutes from the January 22, 2015 public hearing are enclosed. In addition a large number of comment letters are included as a part of the agenda packet that was presented to the Board at the January 22nd public hearing and are available to view online. As a part of the environmental review of the projects, the County received 137 comment letters, one of which was a form letter received from 2,900 different parties.

Comments in support of the designation of the combined-use routes cited:

- Potential economic benefit for area communities
- Diversification of the touristic economy
- Implementation of a system that would make regulations easier to understand
- ATVs and UTVs are not much different than other vehicles allowed to use the road
- Mitigation (hours of operation, speed limit) will make the impacts less than other currently legal street vehicles
- Will provide recreation opportunities for handicapped and wounded warriors
- ATVs and UTVs are already using County and City roads

- Use already exists, designated routes will help define areas legal to ride

Comments opposed to the designation of the combined-use routes cited:

- Potential proliferation of OHV routes
- Vehicle behavior – these types of vehicles have a record of not obeying road closures and use restrictions in other areas
- Liability concerns
- Noise
- Traffic safety hazard
- The success of the program could hurt other forms of touristic recreation
- Law enforcement not adequate

Public Comments

Date	Commenting Party	Combined-Use Route	Issue
7/23/2015	Frederic Grannis	N/A	Is it legal to ride an ATV on Silver Canyon Road?
2/19/2016	Dan Connor	N/A	Please fix link on AB 628 monitoring webpage
8/15/2016	Denise Waterbury	N/A	Does the ab628@inyocounty.us e-mail address on the website work
2/15/2017	Anonymous Caller	N/A	ATV driving on US 6 that caller felt was related to combined-use routes.
3/19/2017	Sue Temple	N/A	Concerned about OHVs driving too close to horse and riders near Hidden Creek Ranch. Suggests “slow for horses” sign
3/19/2017	Sue Temple	N/A	Guidelines should state OHVs need to stay at least 10 ft away from horses instead of 3 ft
5/19/2017	Patricia Luka	N/A	Would like to see OHV educational signage at Tinemaha Creek Campground
5/20/2017	Cronus Dillard	Bishop area routes	Looking for updated map for Bishop area combined-use routes
6/28/2017	Inyo County Planning Commission	All	Update on combined-use pilot program to Commission with discussion by interested parties
9/11/2017	Tony Unger	All	General support for combined-use routes
9/25/2017	Patricia Luka	N/A	Concerned over new OHV trail being pioneered near Tinemaha Campground
9/26/2017	Denise Waterbury		Questions/concerns regarding OHVs on Mumy Ln & Poleta Rd
10/1/2017	Bill Mitchel	N/A	Reported ATV on Sunset Rd
11/11/2017	Bill Mitchel	N/A	Reported ATV on Dixon Lane
11/13/2017	Denise Waterbury	N/A	Reported motorcycle driving on shoulder near cemetery on Poleta Rd
12/5/2017	ptkjak@sbcglobal.net	All	General support for combined-use routes
12/15/2017	Mike Johnston	N/A	Is ab628@inyocounty.us the right e-mail

			address to send comments?
2/14/2018	Denise Waterbury	Bishop No. 15	Another motorcycle driving on the shoulder of Poleta Road west of the White Mountain Research Station
5/15/2018	Denise Waterbury	Bishop No. 15	Another motorcycle driving on shoulder of Poleta Rd at a high rate of speed.
5/28/2018	Jonathan Jelkin	All	General support for system and hopes County will expand system
5/29/2018	Jimmy Resendez	N/A	Inquiries about legal places to drive OHVs including Buttermilk Rd
6/7/2018	Sharon White	N/A	Reports ATVs/UTVs on Tuttle Creek Rd with under age drivers. She is confused by the Cowboy Kiosk signs.
6/18/2018	Linda Cooper	Lone Pine Route No. 1	Several questions and concerns regarding OHV use on Horseshoe Meadows and Lubkin Canyon rds.
11/3/2018	William Mitchel	Bishop Route No. 9	Side by Side at high rate of speed on S. Barlow starting on combined-use route and then continued north on S. Barlow
11/3/2018	William Mitchel	N/A	ATV driving on Underwood and Orinda in West Bishop.

Comment Summary

These comments can be divided into several categories. These are:

1. Questions about the combined-use routes,
2. Observations and concern over OHV activity that is generally not related to any specific combined-use route, and
3. General support for the combined-use route system.

It is worth noting the number of questions about the system. There is some general confusion by both users of the system and the public regarding the nature and extent of the combined-use system.

Agency Comments

The following comments were received from partnering agencies:

- Caltrans District 9, Maintenance and Operations, Terry Erlwein, Deputy District Director
 - Regarding the overall safety and effectiveness of the pilot project, Caltrans reported “No comments either positive or negative. I did not see any safety or traffic flow issues. It appears to Caltrans there was really no economic impact either. A few individuals in the Dixon Lane are noticed some incursions into non-designated areas. For example driving on on-designated roads in the area. This is anecdotal only.” Caltrans also went on to report that permitting issues in the State right of way were resolved “in a satisfactory way.”
- California Highway Patrol – 9/25/2018

- Regarding the overall safety and effectiveness of the pilot project, California Highway Patrol reported “There have been no accidents along any ATV/UTV’s along these routes. We have received one complaint back in June (2018), which occurred on Horseshoe Meadows. However, it was north of the combined-use route. Our patrol officers have not observed any issues regarding these routes.”
- Inyo County Sheriff’s Department – 10/15/2018
 - Regarding their monitoring of the combined-use routes, they reported “We are not aware of any accidents involving ATVs/UTVs along the Adventure Trail System; however, California Highway Patrol would be the lead agency on providing this data. The Sheriff’s Office has not received formal complaints referencing the Adventure Trail System, and there are no remarkable issues that OHV Patrol Deputies have observed.”
- City of Los Angeles Department of Water & Power
 - LADWP staff reported on the results of their monitoring of land near the combined-use routes and made a suggestion for continued monitoring of potential impacts. Their letter summarizes: “Upon completion of this assessment, LADWP has determined that it is not apparent at this time that use of the routes listed above have caused any visual impacts on City property above what had existed prior to the implementation of the project. Future monitoring reports from Inyo County may benefit from low aerial photos at established photo points using UAV (Unmanned Aerial Vehicle) or by other means and increased narrative in reporting.

December 11, 2018 Public Hearing Comments

The Draft Minutes from the December 11, 2018 public hearing will be included in the submittal to the State Legislature.

PROJECT SETTING

All of the proposed and designated combined-use routes are on roads which are part of the Inyo County Maintained Mileage System. All of the proposed and designated combined-use routes rotate around communities in the Owens Valley and into adjacent mountain ranges. The land ownership pattern in the Owens Valley is very distinctive. The communities are primarily private property though land owned by the Los Angeles Department of Water and Power is interspersed with and adjacent to the communities. Surrounding the communities and in the lower part of the Valley are lands primarily owned by the City of Los Angeles Department of Water and Power. On the alluvial fans are lands owned by the Bureau of Land Management (BLM). BLM lands form a type of “bathtub ring” around the valley. The two exceptions are the southern Inyo Mountains and the Volcanic Tableland north of Bishop. Above the BLM land are properties owned and managed by the Inyo National Forest. A significant portion of Inyo County to the east of the Owens Valley is part of Death Valley National Park. ATVs and non-street legal vehicles are not allowed in any part of Death Valley National Park. An interlinked OHV road system needs to be implemented in cooperation with the City of Los Angeles Department of Water and Power and the Inyo National Forest.

In general, Inyo County does not own the land beneath the roads which are part of the Inyo County Maintained Mileage System. The ownership of the underlying land is typically with the adjoining property owner. It is assumed that the County has a right of way or easement to maintain the road. For the County to implement a combined-use network that truly interconnects and interlinks a combined-use roadway system, it needs to have agreement from the City of Los Angeles Department of Water and Power, the BLM, and the Inyo National Forest.

What are the Adventure Trails?

There is some confusion created by the name of “Adventure Trails” for the County combined-use route system. The names “The Adventure Trails System of the Eastern Sierra” or “Adventure Trails System” or “Eastern Sierra Adventure Trails System” or “Adventure Trails” are used in a variety of ways to refer to a variety of things. There is the non-profit group that goes by any of these names. This group is concerned with OHV access and supports OHV users. They have initiated several projects related to OHV recreation. These projects are:

1. This group submitted the combined-use applications to the County and the combined-use routes bear their name;
2. This group submitted and received State Parks OHV division funds to create area OHV maps for a) the Poleta Canyon OHV open area, b) the Papoose/Squaw/Harkless Flats area of the Inyo Mountains, and c) the Buttermilk area west of Bishop;
3. This group submitted and received State Parks OHV division funds to install “Cowboy Kiosks.” The Cowboy Kiosk signs are mostly placed along County maintained roads and serve as a) directional markers, b) point toward general OHV opportunities, and c) sometimes contain California Trail User Coalition maps for visitors. The Cowboy Kiosk signs are created by railroad ties. These signs have no regulatory authority. They do not authorize combined-use. They serve more or less as wayfinding signs.

The Cowboy Kiosk signs in particular create some confusion to the public. Concerns have been raised by the public that signs create an impression that combined-use is allowed. In hindsight, the County may have been advised to choose a different name to refer to the combined-use routes to avoid any confusion.

LIMITING FACTORS

The County was limited in its ability to designate combined use routes by the position of the City of Los Angeles Department of Water and Power and the Inyo National Forest. This is described in some depth below.

Inyo National Forest

The Inyo National Forest has repeatedly expressed general support for the project, although the Forest Service has specific concerns with the project. In particular, the Forest Service is concerned that no right of way agreements or easements have been identified which grant the County authority to maintain the roads on Forest Service lands proposed to be designated as combined use routes. The Forest Service believes that in order for the County to proceed with the portion of the Pilot Project located on USFS land, an agreement between the Forest Service and the County must be in place that clearly describes an easement or right of way for the road that is being used as a part of the Pilot Project. Before the Forest Service can consider entering into such an agreement or granting an easement for the roads, there would have to be compliance with the National Environmental Policy Act (NEPA). The Forest Service has maintained this position since at least February 2012. County staff’s position has been that the roads are part of the County Maintained Mileage System and that the County has been controlling speeds and maintaining the roads since at least 1948, when the Inyo County Road Register was approved by the Board of Supervisors.

No clear jurisdictional agreements have been located for the subject roads. As part of its approval of combined-use routes, the County did not approve any routes that have a start or an end point on a road part of the USFS system.

The County was able to obtain a State Parks Off Highway Motor Vehicle Recreation Division (OHMVRD) grant to fund a portion of the NEPA review for those proposed combined-use routes that travel across USFS land. The State Parks grant could be started as of January 1, 2018. Since the NEPA document requires the approval of the Forest Supervisor, the County and Inyo National Forest staff tentatively agreed to enter into a Memorandum of Understanding (MOU) establishing the roles and responsibilities of each entity during the NEPA review process. The Forest Service has not yet approved the MOU. This appears to be because they have concerns over the project scope and potentially because of capacity issues. The County has not released a Request for Proposals to hire a consultant to complete the environmental review given that the project scope remains in flux. The upshot is that as of November 5, 2018 the grant to complete the environmental review under NEPA has not been initiated. Forest Service and County staff have made significant progress on what the scope of work will be and the Request for Proposals should be released soon. Depending on the start date, it will likely take until around December 2020 before the NEPA analysis is complete. It will take an estimated six months after the environmental process is complete before the jurisdictional agreement will be in place (June 2021).

City of Los Angeles Department of Water and Power (LADWP)

LADWP has expressed reservations about the project from the start. LADWP has liability concerns and environmental concerns over the potential proliferation of illegal OHV use on Los Angeles-owned lands because of the designation of combined-use routes. In addition, LADWP is concerned over its ability and County's ability to enforce trespass laws on its lands. The County passed an ordinance following consultation with LADWP concerning an ordinance to facilitate law enforcement of off-road vehicle use on Los Angeles-owned land and on lands owned by others. LADWP is also concerned that increased OHV use resulting from the project will interfere with the implementation of court-mandated environmental projects on Los Angeles-owned lands. After several meetings, the County and LADWP entered into an agreement.

For the purposes of AB 628 and SB 1345, LADWP is considered a private property landholder. The Project applicants are required to ensure that the proposed combined-use routes link to Federally-designated roads that are legal for OHV recreation. LADWP owns a majority of the land on the Owens Valley floor. LADWP is a utility provider and not necessarily a land manager in the same way the BLM and Forest Service. LADWP is compelled to allow public access to a majority of their land by prior agreements. This leaves LADWP in a unique position.

County and LADWP staff met several times regarding these starting points. After some negotiations with LADWP staff, the County was able to gain permission from LADWP to use County campgrounds leased from LADWP as combined-use route start points. LADWP and the County entered into an agreement that is reconsidered annually. The County takes photos from eight photo points for LADWP to monitor OHV impacts and to make a decision whether or not to continue the permission period for a new year.

Synopsis

OHV users in the Owens Valley are able to ride routes on existing seldom maintained dirt roads that cross LADWP, USFS, and Bureau of Land Management land. With AB 628, the Legislative Counsel's Digest summarized the goal of the legislation as follows:

This bill would, until January 1, 2017, authorize the County of Inyo to establish a pilot project that would exempt from this prohibition specified combined-use highways, except as provided, in the unincorporated area in the County of Inyo so that the highways can be used to link existing off-highway motor vehicle trails and trailheads on federal Bureau of Land Management or United States Forest Service lands, and to link off-highway motor vehicle recreational-use areas with necessary service and lodging facilities, in order to provide a unified linkage of trail systems for off-highway motor vehicles, among other things, as prescribed.

The project proponents modeled their combined-use application after the Paiute ATV trail system in southwestern Utah that links several small communities. A goal was to do the same here in Inyo County and to link the communities of Lone Pine, Independence, Big Pine, and Bishop. The combined-use applications submitted by the project proponents did not enable this because of the land ownership patterns and the prevalence of LADWP land on the valley floor. It is possible to drive a non-street legal OHV most of the way between the communities by traveling on dirt roads on LADWP land though the County was not able to designate combined-use routes to do this. LADWP was not willing to designate any of the dirt roads they maintain as OHV trails. These dirt roads on LADWP land are currently legal for use by non-street legal OHVs, however LADWP is unwilling to designate these as formal OHV trails and they have concerns over increased use, the potential proliferation of trails, and possible interruptions to their operations or to their leaseholders. Additionally they have liability concerns. Though the goal to link the communities through the designation of County roads as combined-use routes does not allow for travel between businesses in multiple communities, it does allow for linkages from the existing communities to federally managed lands in the foothills and the mountains on both side of the valley.

Here is a route by route analysis of the ability of the combined-use routes to provide these linkages. Did the routes provide a “unified linkage of trail systems for off-highway motor vehicles” as prescribed?

Lone Pine Route No. 1 provided a link between Boulder Creek RV Park and an existing dirt road off of Horseshoe Meadows Road. This route connected a necessary service facility with one short dirt road that does not link with other dirt roads. The other proposed routes in the Lone Pine area were not approved since they crossed a sliver of Inyo National Forest land on Tuttle Creek Road or did not link to BLM land off of Owenyo Road.

There are extensive OHV opportunities in the Lone Pine area though there is still a patchwork of land ownership that makes using County roads to link the community with OHV areas problematic. The presence of LADWP land to the east of Lone Pine made it that it was not possible to link a service facility with an OHV facility on BLM land within 10 miles. All of the dirt roads up into the Inyo Mountains start off of a County road on LADWP land before transferring onto BLM land.

The project proponents did not submit a combined-use application that traveled west of town directly up Whitney Portal Road. Instead they chose to direct the routes through Tuttle Creek Road apparently avoiding the amount of traffic on Whitney Portal Road as it winds up through a canyon in the Alabama Hills along Lone Pine Creek. It would be possible to link service facilities in the community with OHV facilities if the County and Inyo National Forest were to reach a jurisdictional agreement on Tuttle Creek Road.

Independence Route No. 1 provided a link between the Independence Inn and an existing dirt road off of Mazourka Canyon Road. The OHV trail that is linked to is informally known as the Betty Jumbo Mine Road. The other proposed routes in the Independence area were not approved since they had an endpoint on Inyo National Forest land. If these routes were approved there would be extensive access to OHV opportunities on both sides of town.

Bishop Area Combined-Use Routes provide a link to several of the primary OHV areas surrounding Bishop. The combined-use routes provide access to the Poleta Canyon OHV open area at the base of the White Mountains and also to the Tungsten Hills. The combined-use routes link Browns Town Store and Campground and Britt's Diesel with these areas. The routes that were not yet considered in Bishop include a couple that had end points on Inyo National Forest land (Coyote Valley Road and Black Canyon Road) and several routes that combine necessary service facilities in the incorporated center of Bishop with adjoining areas. The proposed routes starting in the City of Bishop and linking federal land were proposed to be designated under the regular Vehicle Code within the City of Bishop (less than 3 miles) and then via AB 628 in the County to make the link to federal land. The routes that proposed to leave Bishop to the east would travel across the County's airport lease and easement to access Poleta Road. The County is now moving forward to bring commercial air service to the Bishop Airport. Commercial air service will bring increase security. The addition of commercial air service to the Bishop Airport will likely make the routes through the airport problematic. The project proponents likely selected the routes through the Bishop Airport to avoid the congestion of East Line Street.

Other Proposed Combined Use Routes

The County did not approve any combined-use routes in **Aberdeen, Big Pine, and the Northern Inyo Range** because all of the proposed combined-use routes had an endpoint on Inyo National Forest land. If the County were to reach a jurisdictional agreement, there would be some extensive linkages of OHV trails. The Northern Inyo Range combined-use routes along Death Valley Road link together several areas, each area containing extensive OHV roughly graded dirt road systems. The Big Pine combined-use routes would provide some linkages on the west side of US 395. Since there are no County maintained roads that travel eastward from Big Pine across LADWP land to the BLM or Inyo National Forest, no links will be provided to connect businesses in Big Pine with the Inyo or White Mountains. The proposed Aberdeen area routes will connect several extensive roughly graded dirt road networks to the west of US 395 though similar to Big Pine, there are no County maintained roads that travel across LADWP land to the east to access BLM or Inyo National Forest land in the Inyo Mountains. The Bureau of Land Management was unwilling to find that one of its dirt roads on the Volcanic Tableland qualified as an OHV trail segment.

ATTACHMENTS

- Exhibit A: Maps of Approved Combined Use Routes
 - Lone Pine No. 1
 - Independence No. 1
 - Bishop No. 5, 6, 7, 9, & 15
- Exhibit B: Assembly Bill 628
- Exhibit C: Senate Bill 1345
- Exhibit D: Inyo County AB 628 Implementing Procedures
- Exhibit E: Public Comments
- Exhibit F: Agency Comments
- Exhibit G: Route Monitoring Report

- Exhibit H: Minutes from January 22, 2015 Board of Supervisors hearing
- Exhibit I: Traffic Count Reports
- Exhibit J: Meeting Notes from December 15, 2015 Board of Supervisors hearing regarding AB 628 Report to California Legislature
- Exhibit K: Meeting Notes from December 8, 2015 Board of Supervisors meeting regarding AB 628 Report to California Legislature
- Exhibit L: Reserved for Meeting Notes from December 11, 2018 Public Meeting regarding SB 1345 Report to California Legislature

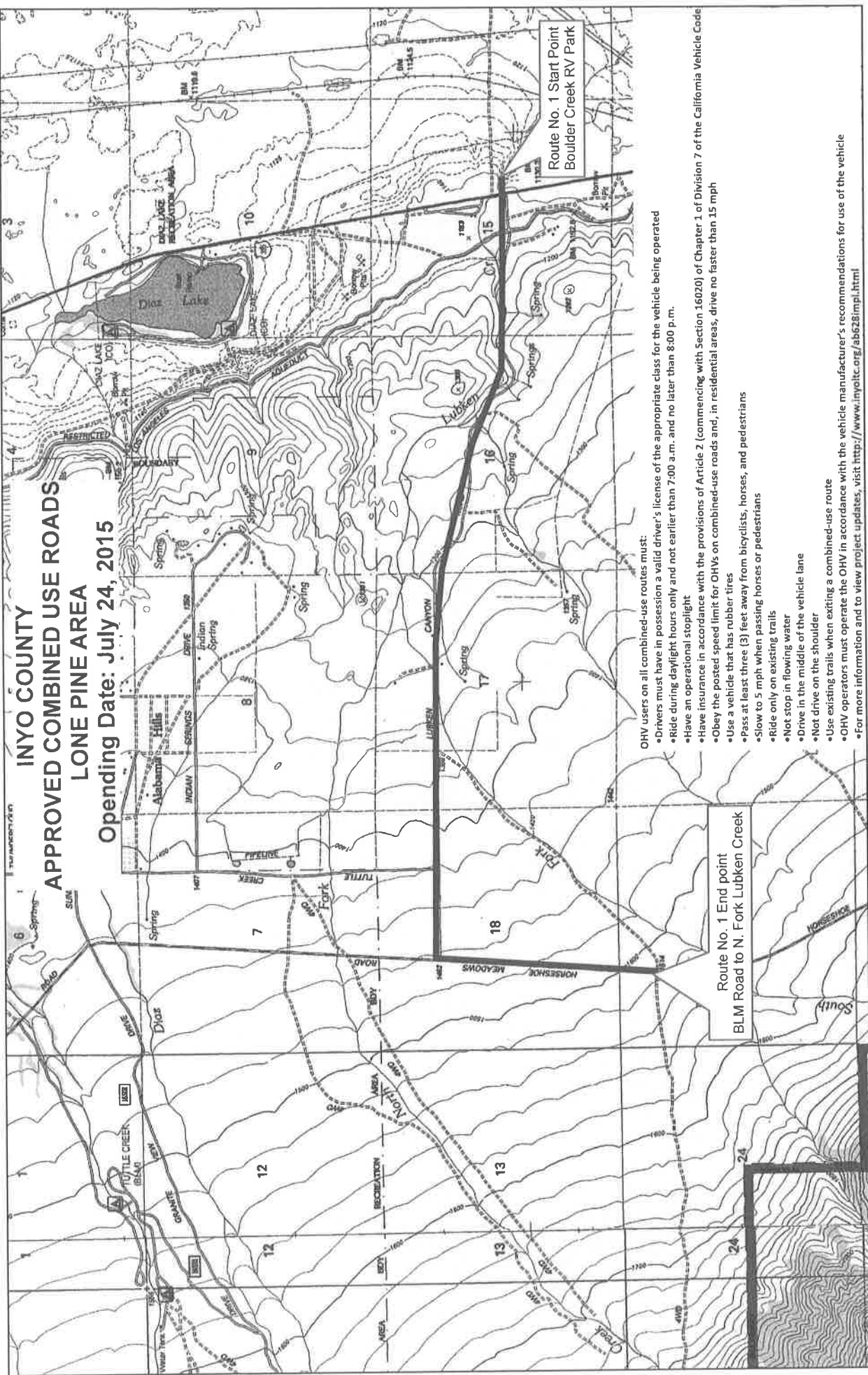
Reference Material Available on the worldwide web:

- a. December 15, 2015 Legislative Report for Assembly Bill 628 - <http://www.inyoltc.org/pdfs/ESAT/freport.pdf>
- b. Agenda Request Packet for January 22, 2015 approval hearing [http://www.inyocounty.us/Board_of_Supervisors/AgendaSprt/2015-01-22_\(Special_Meeting\).pdf](http://www.inyocounty.us/Board_of_Supervisors/AgendaSprt/2015-01-22_(Special_Meeting).pdf)
- c. Minutes from the January 22, 2015 Board of Supervisors meeting can be viewed at [https://www.inyocounty.us/Board_of_Supervisors/Minutes/2015-01-22_\(Special_Meeting\).pdf](https://www.inyocounty.us/Board_of_Supervisors/Minutes/2015-01-22_(Special_Meeting).pdf)
- d. Combined-use applications, CHP Safety Determination submittals, and proposed route maps (see http://www.inyoplanning.org/projects/at/AdvTrails_ApplicationSummary.pdf)

Exhibit A

**INYO COUNTY
APPROVED COMBINED USE ROADS
LONE PINE AREA**

Opening Date: July 24, 2015



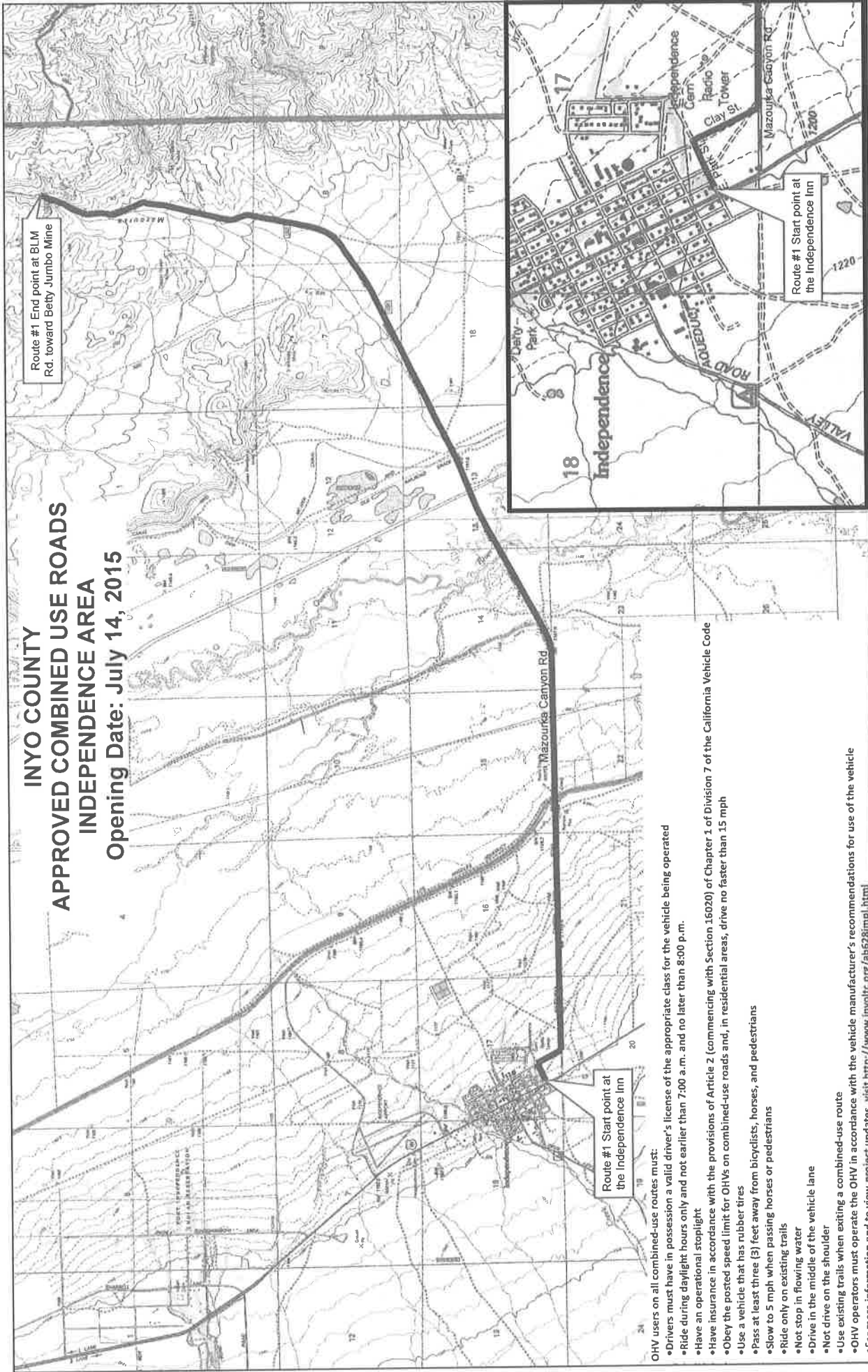
**Route No. 1 Start Point
Boulder Creek RV Park**

**Route No. 1 End point
BLM Road to N. Fork Lubken Creek**

- OHV users on all combined-use routes must:
- Drivers must have in possession a valid driver's license of the appropriate class for the vehicle being operated
 - Ride during daylight hours only and not earlier than 7:00 a.m. and no later than 8:00 p.m.
 - Have an operational stoplight
 - Have insurance in accordance with the provisions of Article 2 (commencing with Section 16020) of Chapter 1 of Division 7 of the California Vehicle Code
 - Obey the posted speed limit for OHVs on combined-use roads and, in residential areas, drive no faster than 15 mph
 - Use a vehicle that has rubber tires
 - Pass at least three (3) feet away from bicyclists, horses, and pedestrians
 - Slow to 5 mph when passing horses or pedestrians
 - Ride only on existing trails
 - Not stop in flowing water
 - Drive in the middle of the vehicle lane
 - Not drive on the shoulder
 - Use existing trails when exiting a combined-use route
 - OHV operators must operate the OHV in accordance with the vehicle manufacturer's recommendations for use of the vehicle
 - For more information and to view project updates, visit <http://www.inyoaitc.org/ab628.html>

INYO COUNTY APPROVED COMBINED USE ROADS INDEPENDENCE AREA

Opening Date: July 14, 2015



Route #1 End point at BLM Rd. toward Betty Jumbo Mine

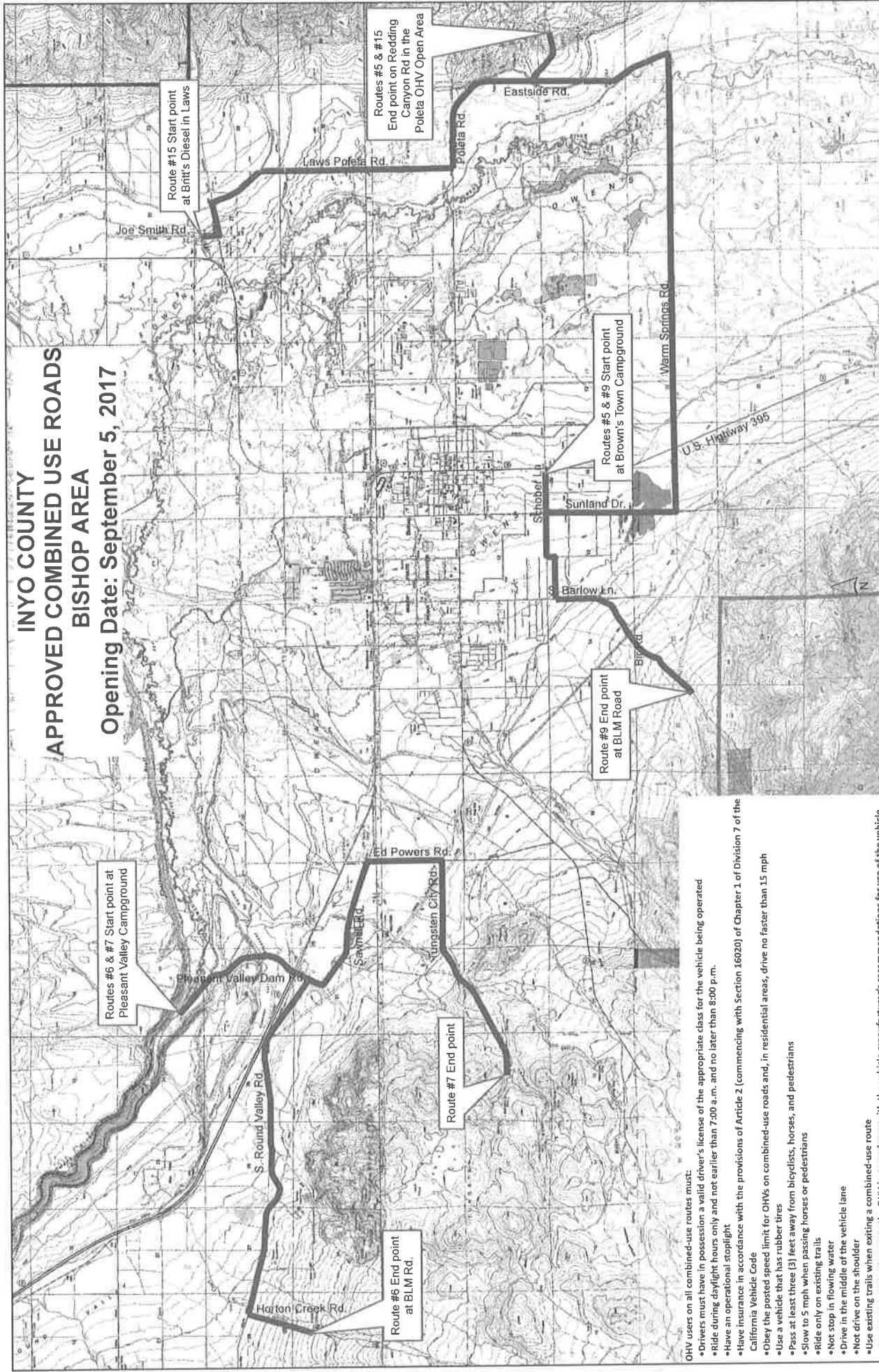
Route #1 Start point at the Independence Inn

OHV users on all combined-use routes must:

- Drivers must have in possession a valid driver's license of the appropriate class for the vehicle being operated
- Ride during daylight hours only and not earlier than 7:00 a.m. and no later than 8:00 p.m.
- Have an operational stoplight
- Have insurance in accordance with the provisions of Article 2 (commencing with Section 16020) of Chapter 1 of Division 7 of the California Vehicle Code
- Obey the posted speed limit for OHVs on combined-use roads and, in residential areas, drive no faster than 15 mph
- Use a vehicle that has rubber tires
- Pass at least three (3) feet away from bicyclists, horses, and pedestrians
- Slow to 5 mph when passing horses or pedestrians
- Ride only on existing trails
- Not stop in flowing water
- Drive in the middle of the vehicle lane
- Not drive on the shoulder
- Use existing trails when exiting a combined-use route
- OHV operators must operate the OHV in accordance with the vehicle manufacturer's recommendations for use of the vehicle
- For more information and to view project updates, visit <http://www.inyoltc.org/ab628impl.html>

INYO COUNTY APPROVED COMBINED USE ROADS BISHOP AREA

Opening Date: September 5, 2017



- OHV users on all combined-use routes must:
- Drivers must have in possession a valid driver's license of the appropriate class for the vehicle being operated
 - Ride during daylight hours only and not earlier than 7:00 a.m. and no later than 8:00 p.m.
 - Have an operational stoplight
 - Have insurance in accordance with the provisions of Article 2 (commencing with Section 16020) of Chapter 1 of Division 7 of the California Vehicle Code
 - Obey the posted speed limit for OHVs on combined-use roads and, in residential areas, drive no faster than 15 mph
 - Use a vehicle that has rubber tires
 - Pass at least three (3) feet away from bicyclists, horses, and pedestrians
 - Slow to 5 mph when passing horses or pedestrians
 - Ride only on existing trails
 - Not stop in flowing water
 - Drive in the middle of the vehicle lane
 - Not drive on the shoulder
 - Use existing trails when exiting a combined-use route
 - OHV operators must operate the OHV in accordance with the vehicle manufacturer's recommendations for use of the vehicle

Exhibit B

Exhibit B

CALIFORNIA 2011 LEGISLATIVE SERVICE
2011 Portion of 2011-2012 Regular Session

Additions are indicated by **Text**; deletions by
* * *

Vetoed are indicated by ~~Text~~;
stricken material by ~~Text~~.

CHAPTER 532
A.B. No. 628
OFF ROAD VEHICLES--MOTORCYCLES--PILOT PROGRAMS

AN ACT to amend Sections 38026 and 38026.5 of, and to add and repeal Section 38026.1 of, the Vehicle Code, relating to vehicles.

[Filed with Secretary of State October 7, 2011.]

LEGISLATIVE COUNSEL'S DIGEST

AB 628, Conway. Vehicles: off-highway vehicle recreation: County of Inyo.

Existing law authorizes an off-highway motor vehicle that has been issued a plate or device to be operated or driven upon a highway under certain circumstances. Existing law authorizes various public entities, and the Director of Parks and Recreation, to designate a highway, or portion thereof, for the combined use of regular vehicular traffic and off-highway motor vehicles if certain requirements are met. Existing law prohibits a highway from being designated for this combined use for a distance of more than 3 miles.

This bill would, until January 1, 2017, authorize the County of Inyo to establish a pilot project that would exempt from this prohibition specified combined-use highways, except as provided, in the unincorporated area in the County of Inyo so that the highways can be used to link existing off-highway motor vehicle trails and trailheads on federal Bureau of Land Management or United States Forest Service lands, and to link off-highway motor vehicle recreational-use areas with necessary service and lodging facilities, in order to provide a unified linkage of trail systems for off-highway motor vehicles, among other things, as prescribed.

The bill would authorize the pilot project to include the use of a state highway, subject to the approval of the Department of Transportation, or the crossing of a highway, and would require the County of Inyo to indemnify the state, as specified. The bill would require the County of Inyo, in consultation with the Department of the California Highway Patrol, the Department of Transportation, and the Department of Parks and Recreation, not later than January 1, 2016, to prepare and submit to the Legislature a report evaluating the effectiveness of the pilot project, and containing specified information.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:

- (a) Inyo County is a rural county with a population of 17,945 residents.
- (b) Inyo County is comprised of 10,140 square miles.
- (c) Inyo County is the second largest county in the United States in area, yet only 2 percent of this land is inhabited.
- (d) Ninety-two percent of land in Inyo County is federally administered public lands.
- (e) Inyo County has outstanding natural diversity, including Mount Whitney in the eastern Sierra, which is the highest peak in the contiguous United States, as well as Death Valley, which is the lowest point in the United States and the largest national park in the contiguous United States.
- (f) With six million acres of public land, Inyo County offers numerous opportunities to explore and recreate.

SEC. 2. It is the intent of the Legislature in enacting this act and designating combined-use highways on unincorporated county roads in the County of Inyo for more than three miles to link existing roads in the unincorporated portion of the county to existing trails and trailheads on federal Bureau of Land Management or United States Forest Service lands in order to provide a unified system of trails for off-highway motor vehicles. It is further the intent of the Legislature that no General Fund moneys be expended for the pilot project established by this act, and the project will be revenue neutral to the state.

SEC. 3. Section 38026 of the Vehicle Code is amended to read:

<< CA VEHICLE § 38026 >>

38026. (a) In addition to Section 38025 and after complying with subdivision (c) of this section, if a local authority, an agency of the federal government, or the Director of Parks and Recreation finds that a highway, or a portion ~~*** of a highway~~, under the jurisdiction of the authority, agency, or the director, as the case may be, is located in a manner that provides a connecting link between off-highway motor vehicle trail segments, between an off-highway motor vehicle recreational use area and necessary service facilities, or between lodging facilities and an off-highway motor vehicle recreational facility and if it is found that the highway is designed and constructed so as to safely permit the use of regular vehicular traffic and also the driving of off-highway motor vehicles on that highway, the local authority, by resolution or ordinance, agency of the federal government, or the Director of Parks and Recreation, as the case may be, may designate that highway, or a portion ~~*** of a highway~~, for combined use and shall prescribe rules and regulations therefor. ~~A highway, or portion *** of a highway, shall not be so designated for a distance of more than three miles, except as provided in Section 38026.1. A freeway shall not be designated under this section.~~

(b) The Off-Highway Motor Vehicle Recreation Commission may propose highway segments for consideration by local authorities, an agency of the federal government, or the Director of Parks and Recreation for combined use.

(c) Prior to designating a highway or portion ~~*** of a highway~~ on the motion of the local authority, an agency of the federal government, or the Director of Parks and Recreation, or as a recommendation of the Off-Highway Motor Vehicle Recreation Commission, a local authority, an agency of the federal government, or the Director of Parks and Recreation shall notify the Commissioner of the California Highway Patrol, and shall not designate any segment pursuant to subdivision (a) which, in the opinion of the commissioner, would create a potential traffic safety hazard.

(d) ~~(1)~~ A designation of a highway, or a portion ~~*** of a highway~~, under subdivision (a) shall become effective upon the erection of appropriate signs of a type approved by the Department of Transportation on and along the highway, or

portion *** of the highway.

(2) The cost of the signs shall be reimbursed from the Off-Highway Vehicle Trust Fund, when appropriated by the Legislature, or by expenditure of funds from a grant or cooperative agreement made pursuant to Section 5090.50 of the Public Resources Code.

SEC. 4. Section 38026.1 is added to the Vehicle Code, to read:

<< CA VEHICLE § 38026.1 >>

38026.1. (a) Except as provided in subdivision (e), the County of Inyo may establish a pilot project to designate combined-use highways on unincorporated county roads in the county for no more than 10 miles so that the combined-use highways can be used to link existing off-highway motor vehicle trails and trailheads on federal Bureau of Land Management or United States Forest Service lands, and to link off-highway motor vehicle recreational-use areas with necessary service and lodging facilities, in order to provide a unified system of trails for off-highway motor vehicles, preserve traffic safety, improve natural resource protection, reduce off-highway vehicle trespass on private land, and minimize impacts on county residents.

(b) The pilot project shall do all of the following:

(1) Prescribe a procedure for highway, road, or route selection and designation. The procedure shall be approved by a vote of a majority of the Inyo County Board of Supervisors.

(2) Prescribe a procedure for the county to remove a combined-use designation, including a designation that is removed as a result of the conclusion of the pilot program.

(3) In cooperation with the Department of Transportation, establish uniform specifications and symbols for signs, markers, and traffic control devices to control off-highway motor vehicles, including, but not limited to, the following:

(A) Devices to warn of dangerous conditions, obstacles, or hazards.

(B) Designations of the right-of-way for regular vehicular traffic and off-highway motor vehicles.

(C) A description of the nature and destination of the off-highway motor vehicle trail.

(D) Warning signs for pedestrians and motorists of the presence of off-highway motor vehicle traffic.

(4) Require that off-highway motor vehicles subject to the pilot project meet the safety requirements of federal and state law regarding proper drivers' licensing, helmet usage, and the requirements pursuant to Section 38026.5.

(5) Prohibit off-highway motor vehicles from traveling faster than 35 miles per hour on highways designated under this section.

(6) Include an opportunity for public comment at a public hearing held by the county in order to evaluate the pilot project.

(c) The pilot project may include use of a state highway, subject to the approval of the Department of Transportation, or any crossing of a highway designated pursuant to Section 38025.

(d)(1) By selecting and designating a highway for combined use pursuant to this section, the County of Inyo agrees to defend and indemnify the state against any and all claims, including legal defense and liability arising from a claim, for any safety-related losses or injuries arising or resulting from use by off-highway motor vehicles of a highway designated as a combined-use highway by the Inyo County Board of Supervisors pursuant to this section.

(2) This subdivision does not alter the requirements of subdivision (e).

(e) The County of Inyo shall not designate a highway for combined use pursuant to this section unless the Commissioner of the Department of the California Highway Patrol finds that designating the highway for combined use would not create a potential traffic safety hazard.

(f) Not later than January 1, 2016, the County of Inyo, in consultation with the Department of the California Highway Patrol, the Department of Transportation, and the Department of Parks and Recreation, shall prepare and submit to the Legislature a report evaluating the pilot project, and containing both of the following:

(1) A description of the road segments designated to allow combined use for over three miles, as approved or adopted by a majority vote of the members of the Inyo County Board of Supervisors.

(2) An evaluation of the overall safety and effectiveness of the pilot project, including its impact on traffic flows, safety, off-highway vehicle usage on existing trails, incursions into areas not designated for off-highway vehicle usage, and nonmotorized recreation.

(3) A description of the public comments received at a public hearing held by the county in regards to an evaluation of the pilot project.

(g)(1) A report submitted pursuant to subdivision (f) shall be submitted in compliance with Section 9795 of the Government Code.

(2) This section shall remain in effect only until January 1, 2017, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2017, deletes or extends that date.

SEC. 5. Section 38026.5 of the Vehicle Code is amended to read:

<< CA VEHICLE § 38026.5 >>

38026.5. (a) In accordance with subdivision (c) of Section 4000, a motor vehicle issued a plate or device pursuant to Section 38160 may be operated or driven on a local highway, or a portion ~~*** of the local highway, that~~ is designated pursuant to Section 38026 ~~or 38026.1~~ if the operation is in conformance with ~~*** this~~ code and the vehicle complies with off-highway vehicle equipment requirements specified in this division.

(b) Notwithstanding subdivision (a), it is unlawful for ~~a~~ person using an off-highway vehicle on a combined-use highway to do any of the following:

(1) Operate an off-highway motor vehicle on the highway during the hours of darkness.

(2) Operate ~~a~~ vehicle on the highway ~~that~~ does not have an operational stoplight.

(3) Operate ~~a~~ vehicle on the highway ~~that~~ does not have rubber tires.

- (4) Operate vehicle without a valid driver's license of the appropriate class for the vehicle operation in possession.
- (5) Operate vehicle on the highway without complying with ~~***~~Article 2 (commencing with Section 16020) of Chapter 1 of Division 7.

CA LEGIS 532 (2011)

END OF DOCUMENT

Exhibit C

Senate Bill No. 1345

CHAPTER 217

An act to amend Section 38026.1 of the Vehicle Code, relating to vehicles.

[Approved by Governor August 26, 2016. Filed with Secretary of State August 26, 2016.]

LEGISLATIVE COUNSEL'S DIGEST

SB 1345, Berryhill. Vehicles: off-highway vehicle recreation: County of Inyo.

Existing law authorizes an off-highway motor vehicle that has been issued a plate or device to be operated or driven upon a highway under certain circumstances. Existing law authorizes various public entities, and the Director of Parks and Recreation, to designate a highway, or portion thereof, for the combined use of regular vehicular traffic and off-highway motor vehicles if certain requirements are met. Existing law prohibits a highway from being designated for this combined use for a distance of more than 3 miles.

Existing law, until January 1, 2017, authorizes the County of Inyo to establish a pilot project that would exempt specified combined-use highways in the unincorporated area in the County of Inyo from this prohibition to link together existing roads in the unincorporated portion of the county to existing trails and trailheads on federal Bureau of Land Management or United States Forest Service lands in order to provide a unified linkage of trail systems for off-highway motor vehicles, as prescribed. Existing law requires the County of Inyo, in consultation with the Department of the California Highway Patrol, the Department of Transportation, and the Department of Parks and Recreation, to prepare and submit to the Legislature a report evaluating the effectiveness of the pilot project by January 1, 2016, as specified.

This bill would extend the operation of these provisions until January 1, 2020, and would extend the reporting deadline until January 1, 2019. For purposes of the pilot project described above, the bill would prohibit a combined-use highway road segment from exceeding 10 miles, except as specified.

DIGEST KEY

Vote: MAJORITY Appropriation: NO Fiscal Committee: YES Local Program: NO

BILL TEXT

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1.

It is the intent of the Legislature in enacting this act to develop additional data to better evaluate whether a combined-use highways system is workable in the County of Inyo. It is further the intent of the Legislature that no General Fund moneys be expended for the pilot project established by this act, and the project will be revenue neutral to the state.

SEC. 2.

Section 38026.1 of the Vehicle Code is amended to read:

38026.1.

(a) Except as provided in subdivision (e), the County of Inyo may establish a pilot project to designate combined-use highways on unincorporated county roads in the county for no more than 10 miles so that the combined-use highways can be used to link existing off-highway motor vehicle trails and trailheads on federal Bureau of Land Management or United States Forest Service lands, and to link off-highway motor vehicle recreational-use areas with necessary service and lodging facilities, in order to provide a unified system of trails for off-highway motor vehicles, preserve traffic safety, improve natural resource protection, reduce off-highway vehicle trespass on private land, and minimize impacts on county residents.

(b) A pilot project established pursuant to this section shall do all of the following:

(1) Prescribe a procedure for highway, road, or route selection and designation. The procedure shall be approved by a vote of a majority of the county's board of supervisors.

(2) Prescribe a procedure for the county to remove a combined-use designation, including a designation that is removed as a result of the conclusion of the pilot program.

(3) In cooperation with the Department of Transportation, establish uniform specifications and symbols for signs, markers, and traffic control devices to control off-highway motor vehicles, including, but not limited to, the following:

(A) Devices to warn of dangerous conditions, obstacles, or hazards.

(B) Designations of the right-of-way for regular vehicular traffic and off-highway motor vehicles.

(C) A description of the nature and destination of the off-highway motor vehicle trail.

(D) Warning signs for pedestrians and motorists of the presence of off-highway motor vehicle traffic.

(4) Require that off-highway motor vehicles subject to the pilot project meet the safety requirements of federal and state law regarding proper drivers' licensing, helmet usage, and the requirements pursuant to Section 38026.5.

(5) Prohibit off-highway motor vehicles from traveling faster than 35 miles per hour on highways designated under this section.

(6) (A) Prohibit a combined-use highway road segment designated under this section from exceeding 10 miles.

(B) Notwithstanding subparagraph (A), two or more combined-use highway road segments may share a common starting point or ending point and may partially overlap as long as the resulting network of the highway road segments does not include more than three distinct locations of shared starting or ending points, or both.

(7) Include an opportunity for public comment at a public hearing held by the county in order to evaluate the pilot project.

(c) A pilot project established pursuant to this section may include use of a state highway, subject to the approval of the Department of Transportation, or any crossing of a highway designated pursuant to Section 38025.

(d) (1) By selecting and designating a highway for combined use pursuant to this section, the county agrees to defend and indemnify the state against any and all claims, including legal defense and liability arising from a claim, for any safety-related losses or injuries arising or resulting from use by off-highway motor vehicles of a highway designated as a combined-use highway by the county's board of supervisors pursuant to this section.

(2) This subdivision does not alter the requirements of subdivision (e).

(e) The county shall not designate a highway for combined use pursuant to this section unless the Commissioner of the Department of the California Highway Patrol finds that designating the highway for combined use would not create a potential traffic safety hazard.

(f) Not later than January 1, 2019, the County of Inyo, in consultation with the Department of the California Highway Patrol, the Department of Transportation, and the Department of Parks and Recreation, shall prepare and submit to the Legislature a report evaluating the pilot project, and containing all of the following:

(1) A description of the road segments designated to allow combined use for over three miles, as approved or adopted by a majority vote of the members of the Inyo County Board of Supervisors.

(2) An evaluation of the overall safety and effectiveness of the pilot project, including its impact on traffic flows, safety, off-highway vehicle usage on existing trails, incursions into areas not designated for off-highway vehicle usage, and nonmotorized recreation.

(3) A description of the public comments received at a public hearing held by the county in regards to an evaluation of the pilot project.

(g) (1) A report submitted pursuant to subdivision (f) shall be submitted in compliance with Section 9795 of the Government Code.

(2) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

Exhibit D

Inyo County Assembly Bill 628 Implementing Procedures

January 22, 2015

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

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

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

The map should display:

1. The information described in subsections (i) through (v).
2. Major cross streets
3. Any controlled intersections (stop signs or signalized intersections)
4. If the combined-use segment starts and/or ends on an un-named roadway, a vicinity map should be included.

ix. A list of property owners adjacent to any and all combined-use routes from the Inyo County Assessor's Department. If multiple properties are owned by one owner, that owner shall be notified of each of their properties adjacent to the proposed combined-use segment. Legal size envelopes with first class postage affixed addressed to each property owner with the return address left blank.

- b. The Applicant can submit the application in multiple sections if they choose. If so, a cover letter to the application should state this.
 - c. Once the application is submitted, the contents of the application will be available for public review.
3. The Inyo County Department of Public Works shall be responsible for the evaluation and processing of any combined-use applications.
 4. The County shall determine if the application packet is complete. The County shall notify the Applicant via e-mail or telephone within 30 days if the application is complete. If feasible, this determination should be made earlier.
 5. Within 120 days of the date the County deems the application complete, the County shall accept or reject the application. This period may be extended by the County, upon written notification to the applicant, together with the reason necessitating the extension. During the 120 day period, the County will do the following:
 - a. Submit copies of the application to responsible State and/or land management agencies for confirmation of the validity of any trail segment and/or general comments, requesting that the requested information be provided within 60 days. The County shall provide copies of the application to pertinent land management agencies or owners to ensure conformance with the land manager's Land Use Plan. "Pertinent agencies or owners" are defined as those which own, manage, or have jurisdiction for 1) road segments which connect to County roads identified in the application, 2) the land crossed by a County road identified in the application, or 3) the land adjacent to a combined use segment;
 - b. Submit the combined-use application to the Commissioner of the California Highway Patrol and ask for a determination if the proposed combined-use segment will create a potential traffic safety hazard. If the combined-use segment is determined by the Commissioner of the California Highway Patrol to have the potential to create a traffic hazard, that segment shall be dropped from consideration.

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

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

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

OHV users on all combined-use routes must:

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

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

Exhibit E

Courtney Smith

From: Frederic F. Grannis <ffgrannis@grannislawoffice.com>
Sent: Thursday, July 23, 2015 5:03 PM
To: ab628
Subject: Re: Silver Canyon Road

Thank you very much for your quick response.

Frederic F. Grannis
THE GRANNIS LAW FIRM
465 East Union Street, Suite 203
Pasadena, California 91101
Telephone: (626) 376-9208
Facsimile: (626) 376-9835
ffgrannis@grannislawoffice.com

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On Jul 23, 2015, at 5:02 PM, ab628 <ab628@inyocounty.us> wrote:

Dear Sir,

Bishop Area combined use routes Nos. 11 & 12 have not yet been considered by the Board of Supervisors. Silver Canyon Road is part of the Inyo County Maintained Mileage System. Silver Canyon Road is not currently open to combined-use.

Please don't hesitate to contact me if you have any questions or concerns.

Thanks,

Courtney

Courtney Smith, Transportation Planner
Inyo County Public Works Dept.
(760) 878-0207
<http://www.inyoltc.org/ab628impl.html>

-----Original Message-----

From: Frederic F. Grannis [<mailto:ffgrannis@grannislawoffice.com>]
Sent: Thursday, July 23, 2015 4:04 PM
To: ab628

Subject: Silver Canyon Road

Dear Madam or Sir,

I am interested in finding out the date when Routes Bishop #11 and Bishop #12 along Silver Canyon Road were authorized for combined use under the application filed by Adventure Trails of the Eastern Sierra Program . Would you be able to provide that information or is their a document I could consult to determine the same?

Regards,

Frederic F. Grannis

Dan Connor

Courtney Smith

From: ab628
Sent: Friday, February 19, 2016 8:40 AM
To: Dan Connor
Subject: RE: Link failure

Dan,

I just clicked the e-mail link you referenced at <http://www.inyoltc.org/ab628impl.html> in Internet Explorer and in Google Chrome and it opened up an e-mail in Outlook in both programs. When I look at the link properties, it reads <mailto:ab628@inyocounty.us> which is my understanding of what it should read. Additionally, the e-mail address ab628@inyocounty.us is written out so it can be cut and pasted into an e-mail address window.

Though the report has been submitted to the Legislature, the County is still accepting comments on the combined-use routes. This is the correct e-mail address to send comments to. You can also send comments to my County e-mail address of csmcith@inyocounty.us.

Thanks,

Courtney

Courtney Smith, Transportation Planner
Inyo County LTC staff
(760) 878-0207

From: dan.connor.music@gmail.com [<mailto:dan.connor.music@gmail.com>] **On Behalf Of** Dan Connor
Sent: Thursday, February 18, 2016 6:28 PM
To: ab628
Subject: Link failure

Hello - if you receive this email please let me know. The link for this email address as it appears on the inyoltc.org website under the heading of [monitoring and reporting](#) is inoperative. Please fix it. thank you.

Denise Waterbury - 8/15/2016

Courtney Smith

From: Denise Waterbury <necerberry@gmail.com>
Sent: Monday, August 15, 2016 9:47 AM
To: ab628
Subject: Question

Hi,
I'm just writing to see if this e-mail address actually works.
If you get this can you please send me a quick reply stating so?
Thanks,
Denise

Anonymous Caller

From: [Bill Lutze](#)
To: [Courtney Smith](#)
Cc: [Clint Quilter](#); [Nick Vaughn](#)
Subject: RE: ATV complaint on US 6
Date: Thursday, February 16, 2017 9:51:48 AM

Hi Courtney, Thank you for the info and I will forward to Cpl. Vaughn to keep. We have and have always had persons riding on shoulders of roads prior to the Adv. Trail so I don't see this as anything caused by the adventure trails. Depending on the location (there is a lot of these from White Mountain estates in Mono County driving to the west to ride which I have personally seen) would have been in Mono County. If the person in fact called 911 from a cell phone they would have talked to the CHP dispatcher as all cell 911 goes to them. Depending where they live if they used a land line it would have gone to Mono SO or Bishop PD in the north county. I generally don't put much credence in people that want to be anonymous but we can keep as a record.

Thanks for the info Courtney.

Bill

From: Courtney Smith
Sent: Wednesday, February 15, 2017 3:12 PM
To: Bill Lutze
Cc: Clint Quilter
Subject: ATV complaint on US 6

Bill,

Our office received a complaint today about ATVs on US 6. This is my understanding of the telephone call.

A person called the Public Works Department on February 15, 2017 at about 1:55 p.m. This person asked to remain anonymous and will be referred to as Caller #1. Caller #1 called 9-1-1 and reported a couple ATVs driving on the edge of US 6. Caller #1 reported that this might be part of Adventure Trails and asked if the call should be recorded. The dispatcher was not aware of this. Caller #1 called the BLM. The BLM suggested Caller #1 talk to Caltrans. Caltrans suggested that the caller contact CHP.

I told Caller #1 that US 6 is not designated combined-use and is not a part of the Adventure Trails combined-use system. There is a general increase in the number of ATVs countywide and I don't believe the incident is tied to the Adventure Trails.

Caller #1 thought that this should be recorded as a part of the monitoring for combined-use routes. Caller #1 felt that this was a check of the system and nobody seemed to be aware of the record keeping requirements for the combined-use routes. Caller #1 made an analogy where the effect of designating combined-use routes in the County may give the impression that all roads are open for combine-use. The combined-use routes entice users to undertake illegal activities by riding ATVs on

roads that are not designated for combined-use.

I'm not sure when the alleged incident occurred. I was a bit unsure about taking a complaint from an anonymous person. I consulted with Clint and decided to forward this to your office for information and to include it as part of our annual report. I think that the complainant should have probably called CHP and not 9-1-1 as I don't think this was an emergency and the incident occurred on a Caltrans facility.

Thanks,

Courtney

Courtney Smith, Transportation Planner
Inyo County Public Works Dept.
(760) 878-0207

Sue Temple #1

Courtney Smith

From: Sue Temple <ktstmax@aol.com>
Sent: Sunday, March 19, 2017 2:19 PM
To: ab628
Subject: Equestrians near Adv Trails

As equestrians who are riding many trails from Hidden Creeks Ranch south of Underwood, on Coyote Valley Road, and west of Reata Road in Bishop, we respectfully request signage on OHV signposts, possibly Coyote Valley Road street sign, and selected trails reading something such as "Slow for Horses". OHV and motorcycle riders are not aware that their fast-moving vehicles are a threat to horses and riders. Some deliberately speed up near us and cause horses to panic. This could result in a serious injury to a rider. As our trail usage has been long-standing, much longer than the OHVs and cycles, we would appreciate your honoring our request. We thank you for your consideration.

On behalf of the many Hidden Creeks riders, Sue Temple, Boarder/Rider

Sent from my iPhone

Sue Temple No. 2

Courtney Smith

From: Sue Temple <ktstmax@aol.com>
Sent: Sunday, March 19, 2017 2:32 PM
To: ab628
Subject: PS

Three feet of space between a vehicle and a horse is not enough. Ten feet at least, please

Sue Temple

Sent from my iPhone

Courtney Smith

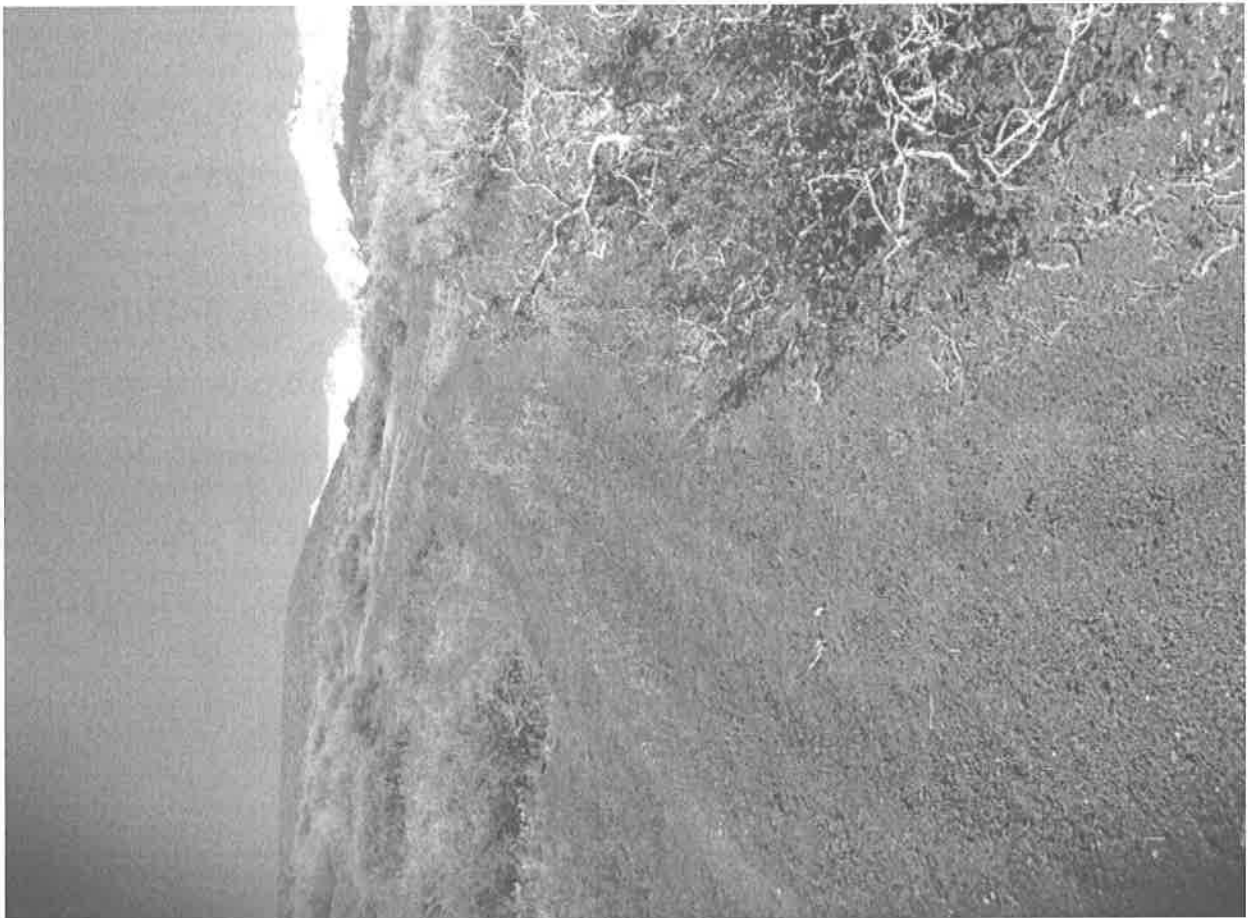
From: patricialuka47@gmail.com
Sent: Friday, May 19, 2017 4:08 PM
To: ab628
Cc: Mark Tillemans
Subject: Fwd: oHV trail up to the top of Red Mountain Just south of the Tnemaha campground that is illegal

There is no information or Ohv regulations at the campground

Sent from my iPad

Begin forwarded message:

From: patricialuka47@gmail.com
Date: May 19, 2017 at 1:21:13 PM PDT
To: Sydney Quinn <densydy@gmail.com>
Subject: oHV trail up to the top of Red Mountain



Courtney Smith

From: Cronus Dillard <Cronus.Dillard@synopsys.com>
Sent: Monday, May 22, 2017 2:55 PM
To: ab628
Subject: RE: Combined-Use Question

Great, thanks for the detailed answers, I really appreciate it!

All the best,
Cronus

From: ab628 [<mailto:ab628@inyocounty.us>]
Sent: Monday, May 22, 2017 2:37 PM
To: Cronus Dillard <Cronus.Dillard@synopsys.com>
Subject: RE: Combined-Use Question

Cronus,

Here's an answer to each of your questions.

- I had seen the page with those links, but I'm a little confused because there's only one route on the Bishop map and it's listed as #15, which implies there are at least 15 routes. **Reply:** The numbers were based on the originally proposed combined-use routes. Of the 18 routes proposed in the Bishop area, only five of those were approved by the Board of Supervisors.
- I realize not all of the routes initially planned were incorporated into the Adventure Trails, but is there really only one route near Bishop at this point in time? **Reply:** At this point in time, only one route is open in the Bishop area.
- There have been street signs on Ed Powers road for months that seem to indicate that there's a route there, too. **Reply:** This situation is admittedly somewhat ambiguous. The County Road Department started installing the signage and then was pulled off to work on more pressing jobs related to the heavy winter and to prepare for possible flooding. I will send you the new Bishop area route map once all of the required signage has been installed.
- Is that one of the four slated to be opened? **Reply:** The portion of Ed Powers Road between Sawmill Road and Tungsten City Road is part of Bishop area combined-use route #7. Below is a table describing the four combined-use routes that will be open once all of the required signage has been installed.

Route #	Start Point	End Point	County Roads	Status
5	Brown's Town Campground	BLM road off of Bir Rd	Portions of Schober Ln, S. Barlow Ln, & Bir Rd	Pending
6	Pleasant Valley Campground	BLM road off of Horton Creek Rd and just before campground	Portions of Pleasant Valley Dam Rd, S. Round Valley Rd, & Horton Creek Rd	Pending
7	Pleasant Valley Campground	BLM road at end of County maintained portion of Tungsten City Rd	Portions of Pleasant Valley Dam Rd, Sawmill Rd, Ed Powers Rd, & Tungsten City Rd	Pending
9	Brown's Town Campground	BLM road off of Redding Canyon Rd in Poleta Canyon OHV Open Area	Portions of Schober Ln, Sunland Dr, Warm Springs Rd, Eastside Rd, & Redding Canyon Rd	Pending

Thanks,

Courtney

Courtney Smith, Transportation Planner
Inyo County Public Works Dept.
(760) 878-0207

From: Cronus Dillard [<mailto:Cronus.Dillard@synopsys.com>]
Sent: Monday, May 22, 2017 1:31 PM
To: ab628
Subject: RE: Combined-Use Question

Hi Courtney,

Thanks for getting back to me!

I had seen the page with those links, but I'm a little confused because there's only one route on the Bishop map and it's listed as #15, which implies there are at least 15 routes. I realize not all of the routes initially planned were incorporated into the Adventure Trails, but is there really only one route near Bishop at this point in time? There have been street signs on Ed Powers road for months that seem to indicate that there's a route there, too. Is that one of the four slated to be opened?

Thanks again,
Cronus

From: ab628 [<mailto:ab628@inyocounty.us>]
Sent: Monday, May 22, 2017 1:24 PM
To: Cronus Dillard <Cronus.Dillard@synopsys.com>
Subject: RE: Combined-Use Question

Cronus,

The Adventure Trails combined-use maps can be viewed at <http://www.inyoltc.org/ab628impl.html> under the background section. There are four other combined-use routes that are in the process of being opened in the Bishop area. When all of the required signage has been installed, a map of these combined-use routes will be uploaded to the above webpage. I will send you an e-mail when these combined-use routes are officially opened detailing the new routes in the Bishop area. This should take place soon.

Thanks,

Courtney

Courtney Smith, Transportation Planner
Inyo County Public Works Dept.
(760) 878-0207

From: Cronus Dillard [<mailto:Cronus.Dillard@synopsys.com>]
Sent: Saturday, May 20, 2017 4:54 PM

To: Courtney Smith

Subject: Combined-Use Question

Hello,

Where can I find the latest maps online for the Eastern Sierra Adventure Trails combined-use roads around Bishop?

Thanks,

Cronus

COUNTY OF INYO PLANNING COMMISSION

DRAFT MINUTES OF JUNE 28, 2017 MEETING

COMMISSIONERS:

FRANK STEWART
CAITLIN MORLEY
TODD VOGEL
ROSS CORNER
SCOTT KEMP

FIRST DISTRICT (CHAIR)
SECOND DISTRICT
THIRD DISTRICT
FOURTH DISTRICT (VICE-CHAIR)
FIFTH DISTRICT

Inyo County Planning Commission
Post Office Drawer L
Independence, CA 93526
(760) 878-0263 / (760) 872-2706
(760) 872-0712 FAX

STAFF:

CATHREEN RICHARDS
CLINT QUILTER
KEVIN CARUNCHIO
THOMAS SCHANIEL
RYAN STANDRIDGE
JOHN VALLEJO

INTERM PLANNING DIRECTOR
PUBLIC WORKS DIRECTOR
COUNTY ADMINISTRATOR
ASSOCIATE PLANNER
PROJECT COORDINATOR
COUNTY COUNSEL

The Inyo County Planning Commission met in regular session on Wednesday, June 28, 2017, in the Administration Building, in Independence, California. Commissioner Stewart opened the meeting at 10:00 a.m.
These minutes are to be considered for approval by the Planning Commission at their next scheduled meeting.

ITEM 1: **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was recited by all at 10:00.
The Chair Welcomed and Introduce new Commissioner Scott Kemp.

ITEM 2: **ROLL CALL** - Commissioners: Frank Stewart, Kate Morley, Todd Vogel, Ross Corner,
and Scott Kemp were present.

Staff present: Cathreen Richards, Planning Director; Ryan Standridge Project Coordinator; John Vallejo,
County Counsel; Tom Schainel, Associate Planner Clint Quilter, Public Works Director.

Staff absent: Kevin Carunchio, County Administrator

ITEM 3: **PUBLIC COMMENT PERIOD** – This item provides the opportunity for the public to
address the Planning Commission on any planning subject that was not scheduled on the Agenda.

Cathreen Richards Planning Director introduced Ryan Standridge as the new Project Coordinator.

ITEM 4: **APPROVAL OF MINUTES (Action Item)** – Approval of Minutes from April 26,
2017, meeting of the Planning Commission. The question as to whether Commissioner Kemp could vote
for approval since was not present at April 26, 2017, meeting. John Vallejo County Counsel stated that
any of them could vote on approval even if they were not in attendance.

MOTION: Moved by Commissioner Corner and seconded by Commissioner Kemp to approve the
Minutes from June 28, 2017.

The Motion passed 5-0.

ITEM 5: CALIFORNIA ENVIRONMENTAL QUALITY ACT - Inyo County Public Works South Lake Road Improvement Project Mitigated Negative Declaration – Inyo County's proposed project involves resurfacing, rehabilitation and restoration work for 6.9 miles of South Lake Road. The Planning Commission is conducting a public hearing, to review and consider for adoption the Mitigated Negative Declaration (MND) of Environmental Impact and Mitigation, Monitoring & Reporting Program (MMRP) prepared under the California Environmental Quality Act (CEQA) and the County's CEQA Procedures for the project.

Inyo County Local Transportation Planner Courtney Smith gave a brief staff report outlining the environmental impact and mitigation program.

The Commissioner Chair opened an action for public hearing; no public present addressed the Commission and the action closed.

MOTION: Moved by Commissioner Corner to adopt the Mitigated Negative Declaration, subject to the Conditions of Approval as recommended by staff. Commissioner Morley seconded the motion.

The Motion passed 5-0

ITEM 6: INYO COUNTY PUBLIC WORKS COMBINED-USE ROUTE (ADVENTURE TRAILS) STATUS REPORT – Inyo County is in the process of opening seven routes on County maintained roads where certain non-street legal vehicles are allowed to operate in the County road right of way. Request Commission 1) receive a status report on the implementation of combined-use routes and 2) provide feedback to Public Works Department staff.

Inyo County Local Transportation Planner Courtney Smith gave a staff report updating information on the combined use road selection and of the thirty-eight routes originally reviewed only eight routes have been approved.

Commissioner Stewart expressed concerns about ATV traffic in the Round Valley area just to the south of an Adventure Trails Route. He believes that the route attracted additional illegal activities and asked who the proper contact was to report illegal activities. Courtney Smith recommended using both the website and Sheriff Department; however, both CHP and Sheriff Departments enforce the laws and maintain files on these types of illegal activities.

Commissioner Stewart asked if a carbonite post (sign) were to be posted near the school, would it help with the issue of illegal use of ATVs on the roads.

Inyo County Public Works Director Clint Quilter explained how problematic it would be for the County to enforce. He recommended repeated calling to the Sheriff's Department to enforce. Courtney gave a brief explanation of the Combined Use Route Monitoring program at the request of Commissioner Kemp.

ITEM 7: UPDATE ON THE NORTH SIERRA HIGHWAY CORRIDOR PLAN/SPECIFIC PLAN - Receive a presentation on the North Sierra Highway Draft Corridor Plan from the County's consultant on the project, RRM Design Group. After the presentation there will be an opportunity for the Planning Commission to comment on the Draft Corridor Plan. The Draft Corridor Plan is available for review at <http://www.inyoplanning.org/documents/2017-04-28DraftCorridorPlan.pdf>

Tom Schaniel, Associate Planner and Jaime Williams from RRM Design Group delivered a presentation on the North Sierra Highway Draft Corridor Plan.

COMMISSIONERS' REPORT/COMMENTS –

None

DIRECTOR'S REPORT-

Ms. Richards provided the schedule for public outreach for the short term vacation rental issue.

ADJOURNMENT - With no further business, Chair Stewart requested a motion to adjourn the meeting at 11:45 a.m., and for the Commission to reconvene in Regular Session on July 26, 2017, at 10:00 a.m. in the Board of Supervisors Room, Administrative Center, Independence, California.

Motion by Commissioner Kemp to Adjourn.

Seconded by Commissioner Corner.

Motion passed 5-0

Prepared by:
Ryan Standridge
Inyo County Planning Department

Tony Unger

Courtney Smith

From: Tony Unger <tonyatgenesis@yahoo.com>
Sent: Monday, September 11, 2017 4:48 PM
To: ab628
Subject: Adventure trails

Really happy to hear about the new adventure trails being open. This is a wonderful opportunity for the public to enjoy our amazing surroundings. We moved to Bishop exactly for this opportunity.

Sent from my iPad

Courtney Smith

From: ab628
Sent: Tuesday, September 26, 2017 9:09 AM
To: 'patricialuka47@gmail.com'; Sara Manley (smanley@blm.gov)
Cc: John & Ros Gorham; Mark Tillemans
Subject: RE: Adventure trail

Dear patricialuka47@gmail.com,

I understand your frustration with an OHV route being pioneered up Red Hill and into the Red Hill crater. Looking at the land ownership for Red Hill, the majority of the hill is on BLM land. There is a possibility that the beginning of this route is on City of Los Angeles Department of Water & Power land. I would recommend bringing your concern to the attention of both land management agencies. I copied Sara Manley of the Bishop BLM office on this e-mail. Her contact information is:

760.872.5033
smanley@blm.gov

The County does not manage any OHV recreation near Red Hill. The closest combined-use route where OHVs are able to legally drive on a County road is just east of Independence on Mazourka Canyon Road. I'm unsure of the signage that the County could place at nearby campgrounds that would specifically address this issue. I would recommend coordinating with Sara.

Sincerely,

Courtney

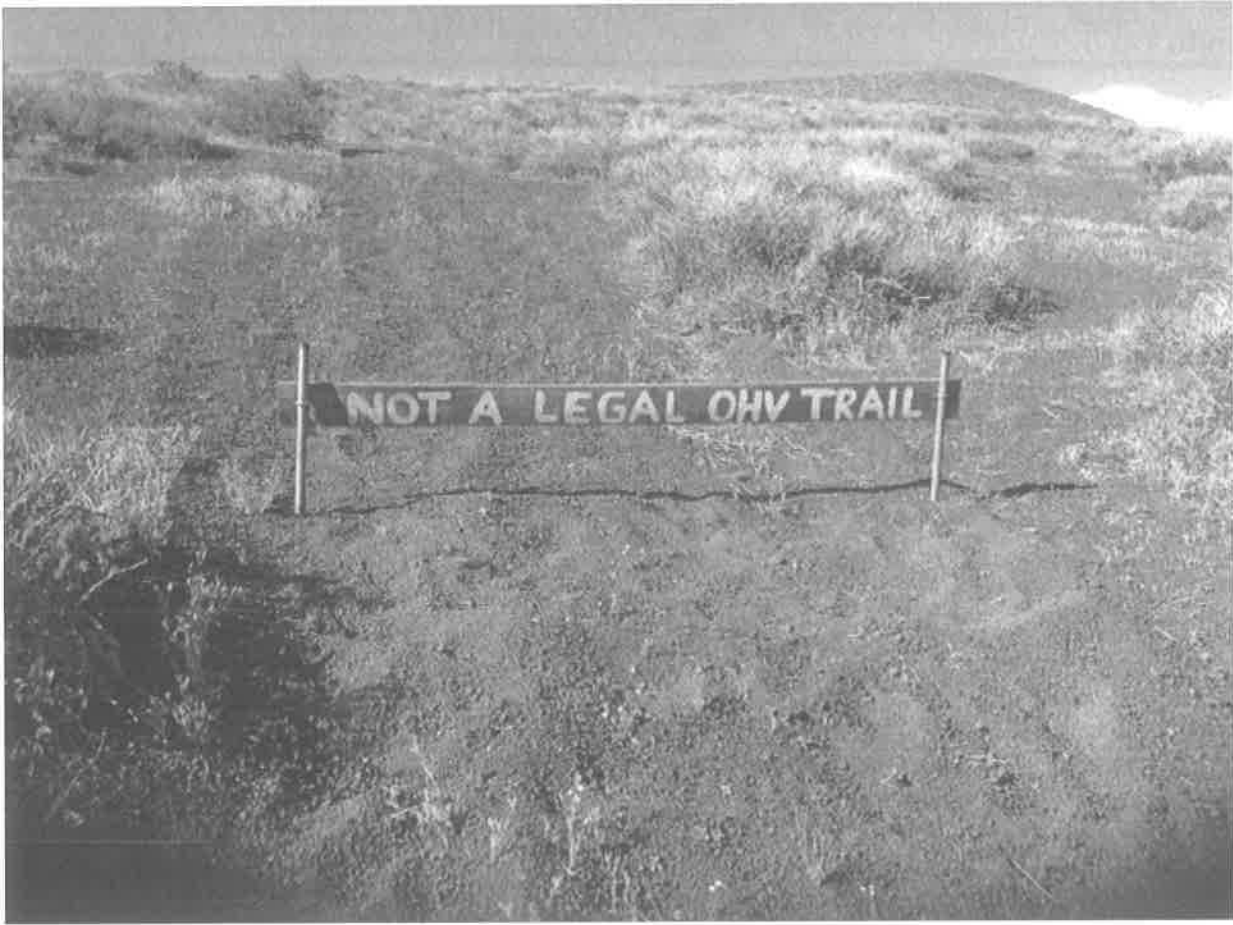
Courtney Smith, Transportation Planner
Inyo County Public Works Dept.
760.878.0207

From: patricialuka47@gmail.com [<mailto:patricialuka47@gmail.com>]
Sent: Monday, September 25, 2017 4:24 PM
To: ab628
Cc: John & Ros Gorham; Mark Tillemans
Subject: Adventure trail

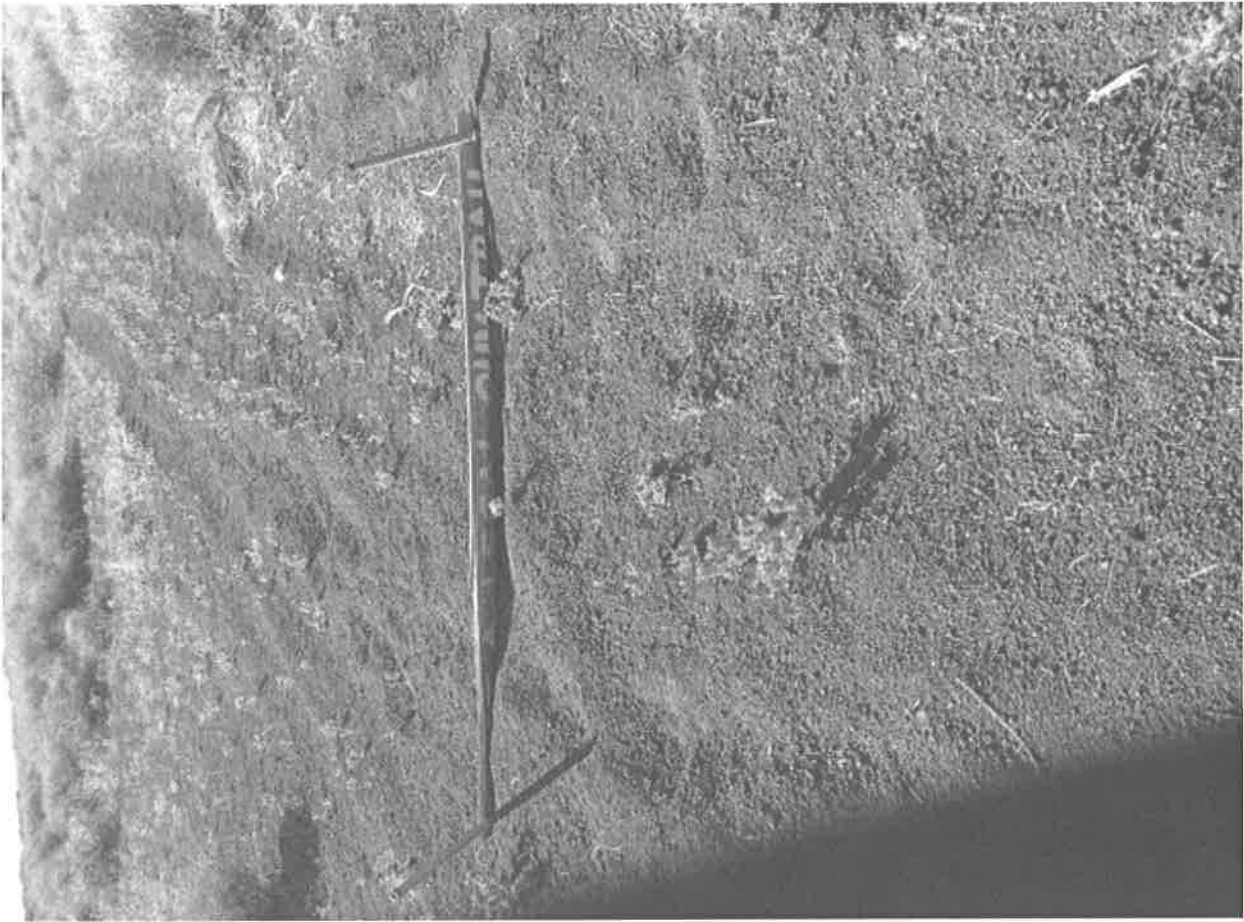
Last spring, I was going for a hike up Red mountain, just south of Tinnemaha campground in Big Pine. I was shocked to see the destruction to brush and wild flowers from ATV's and dirt bikes making a trail to the top of Red mountain. So disturbed that I took it upon myself to put up a sign to hopefully keep it from continuing to happen. I emailed you and Mark Tillemans to show you what was happening.

I went for the same hike this morning and took pictures of the destruction of my sign and how the trail has gotten even wider and more entrenched. And vehicles have even started going into the crater. Is there anything you can do to stop this trail and destruction of brush and wild flowers. Why is there no sign at the campground kiosk denoting legal trails and asking vehicles to stay on dirt roads only.

Help. It would bother me immensely to see a visible trail going up the side of that mountain.



My sign last spring.



My sign now.

Courtney Smith

From: ab628
Sent: Tuesday, September 26, 2017 2:02 PM
To: 'Denise Waterbury'; ab628; Jeff Griffiths; Richard Pucci; Dan Totheroh
Cc: Bill Lutze; Clint Quilter (cquilter@inyocounty.us)
Subject: RE: Adventure Trails- MUMMY LANE?

Denise,

The goal of this e-mail is to reply to your questions.

- Mummy Lane is part of the County's maintained mileage system and is not open for combined-use. It is illegal for non-street legal vehicles to travel on that road. I've copied Sheriff Bill Lutze on this e-mail.
- Poleta Road east of the Laws Poleta Road is open for combined-use. There is a speed limit of 35 mph on those portions of road that have a speed limit for regular vehicular traffic that is higher than that.
- Enforcement of traffic laws on County roads is the responsibility of the Inyo County Sheriff's Department. Please contact the Sheriff's Department when you see a violation on the County road.

Thank you for the comment on Supervisor Totheroh's e-mail address link on the County Directory page (http://inyocounty.us/county_directory.htm). That link has been fixed by our Information Services staff. Your e-mail will be included as a part of the monitoring record the County maintains for the combined-use roadways. To see maps of the designated combined-use routes in the Bishop area – go to <http://www.inyoltc.org/pdfs/ESAT/Bishopopen.pdf>. Please don't hesitate to contact me if you have any further comments/questions/concerns.

Sincerely,

Courtney

Courtney Smith, Transportation Planner
Inyo County Public Works Dept.
ab628@inyocounty.us
(760) 878-0207
<http://www.inyoltc.org/ab628impl.html>

From: Denise Waterbury [<mailto:neecerberry@gmail.com>]
Sent: Tuesday, September 26, 2017 12:38 PM
To: ab628; Jeff Griffiths; Richard Pucci; Dan Totheroh
Subject: Adventure Trails- MUMMY LANE?

Hello Inyo County ab628, Supervisor Griffiths, Supervisor Pucci and Supervisor Totheroh,

I am writing to inquire about ATV's riding on Mummy Lane out in west Bishop.

Recently there has been a lot of ATV traffic on Mummy Lane, including people parking on the lane and unloading. I don't mind this SO much but I have had several encounters where a person (who may live on Shepard Lane) rides across Hwy. 168 from Shepard Lane and ZOOMS up the lane going about 45-50 mph while pedestrians are walking with strollers, dogs, and kids. I yelled at him to slow down and made arm motions to suggest slowing down but he didn't do it, probably because he was riding so fast he couldn't hear me (but he surely SAW me). This has happened a couple of times. I see many ATV's with children riding with their parents as well.

Are these not the AT use guidelines?

- *Drive no faster than 15mph*
- *Pass at least three feet away from bicyclists, horses, and pedestrians*
- *Slow to 5mph when passing horses or pedestrians*
- *Drive in the middle of the vehicle lane*
- *Not drive on the shoulder*

As you know, Mummy Lane also has some traffic (large gravel trucks) transporting rock material from the gravel pit. It appears the drivers of these trucks are very considerate of the pedestrian traffic on the lane and they always slow way down.

What I am wondering is this: Is Mummy Lane considered one of the Adventure Trails routes or has it been designated so in the last couple of months? Who can slow some of these riders down? These are not motorcycle riders but ATV riders. I have been noticing more and more of them in the last two months. Has something changed that this is happening? They are there sometimes on weekdays after 5:00pm and on weekends.

Oh and by the way, I work at the UC White Mountain Research Station on East Line Street. Aren't ATV's supposed to observe a speed limit of 15 mph? Most of them heading east on Line Street toward Poleta off road

area do not. I just witnessed another one going at about 45-50 mph past my office. Who is enforcing the 15 mph speed limit on the open routes?

Oh and one more thing, unrelated to ATV use....on the Inyo County website, in the County directory and under the Board of Supervisors, when I click on Dan Totheroh's e-mail address it goes directly to Linda Arcularius' old email address...Is this just on my computer or has the county not updated the info on the website? It says dtotheroh@inyocounty.us, but when I click on it it goes to larcularius.inyocounty.us....is something here askew?

Thanks for your time. It would be nice to receive a response from one of you.

Sincerely,
Denise Waterbury

Courtney Smith

From: William Mitchel <wmitchel@suddenlink.net>
Sent: Sunday, October 1, 2017 10:33 AM
To: Courtney Smith
Subject: Combined-Use Question

Hello Courtney,

I am not sure where to report illegal ATV use so I'm sending this to you. I am requesting that you include my report below with the information being collected about violations of the county and state's regulations on ATV use.

I'm concerned that because of the increased signage I have recently seen along designated dual use routes that people are feeling emboldened about using ATVs in areas where there use is illegal.

This morning just before 10am I observed an ATV proceeding west on Sunset Road toward Barlow Road. After a period of 10 to 15 minutes it did not come back down Sunset so I can only conclude that it was driven south on Barlow Road to a combined use route. Because of this I consider this reportable and to be included in the county's report on Adventure Trails at the end of this year. It is also reportable because it is a clear violation of county and state law.

Yesterday afternoon (9/30) I saw a very large ATV, one that can seat at least 4 passengers, go west and then east on Sunset Road. I appears that it did not go on Barlow Road but was certainly driven on Sunset Road.

For the future, if there is a better means of reporting this information, please let me know. I found the link on the county's website for reporting violations on state route 168 but am not sure that that link is applicable to other violations. There must also be a way of reporting to the sheriff because they are responsible for controlling ATV use. I found nothing on the sheriff's website.

Thanks for your assistance.

Bill Mitchel
Bishop

William Mitchel - 11/11/2017

Courtney Smith

From: William Mitchel <wmitchel@suddenlink.net>
Sent: Saturday, November 11, 2017 9:46 PM
To: ab628
Subject: OHV Use on non-Adventure Trails Roads

This afternoon at 3:45pm an OHV was observed traveling eastbound on Dixon Lane. It approached the intersection with Saniger, stopped at the stop sign, then proceeded a short distance east on Dixon and turned into a property on the right side of the road.

Since Dixon Lane is not part of an Adventure Trails route, please include this event in the report that will be prepared for the Board. Of Supervisors and the State of California at the end of 2018.

Bill Mitchel
Bishop, CA

Sent from my iPad

Courtney Smith

From: neecerberry@gmail.com
Sent: Monday, November 13, 2017 12:53 PM
To: ab628
Subject: Dirt bikes riding on shoulder of East Line Street

Hello,

I just want to report while I was driving into town for lunch, a dirt bike riding on the unpaved shoulder heading east near the cemetery at approximately 12:40pm today; probably going out to Poleta off-road area. The person was going rather fast and kicking up a lot of dust. I believe they are not to ride on the shoulder (?). I will follow up with a call to Inyo Sheriff.

Thanks,
Denise Waterbury

Sent from my iPhone

ptkjak@sbcglobal.net

Courtney Smith

From: ptkjak@sbcglobal.net
Sent: Tuesday, December 5, 2017 3:05 PM
To: ab628
Subject: Adventure trails

We're so excited to see some adventure trails of the Eastern Sierra being opened to the public and looking forward to more being opened. Our daughter is handicapped and having open trails allows us to show her the beauty of the surrounding areas. She enjoys riding trails as we also do. Looking forward to hopefully having more open. They provide such a great family outdoor activity.

Sent from my iPad

Mike Johnston

Courtney Smith

From: mike johnston <mikzemail@gmail.com>
Sent: Friday, December 15, 2017 2:39 PM
To: ab628
Subject: Adventure trails

Is this the address that we are suppose to send comments to?

--

Mike Johnston
(760) 937-6663

Courtney Smith

From: neecerberry@gmail.com
Sent: Wednesday, February 14, 2018 12:26 PM
To: ab628
Subject: Dirt bikers riding on shoulder

Hi,
I just reported this to the Inyo County Sheriff and the highway patrol. Today as I was heading from White Mountain research station west on East Line St. I noticed a dirtbike traveling at a high speed rate heading east on the shoulder of the road in the dirt. I thought they weren't supposed to be riding on the shoulder of the road and that is why I reported it.
I held my phone up pretending to take a picture and he then whipped around and came up along the west bound shoulder trying to flag me down and passing two cars behind me on the right shoulder. He flipped me off, made a u turn and continued east.
My understanding is that the shoulder is not to be ridden on by OHVs or dirt bikes. This is a combined use section of road and I'm seeing more and more dirt bikes speeding up the shoulder on the dirt shoulder heading toward the Poleta off road area. Are they supposed to be riding in the dirt shoulder or not?
Thanks,
Denise Waterbury

Sent from my iPhone

Courtney Smith

From: Denise Waterbury <neecerberry@gmail.com>
Sent: Tuesday, May 15, 2018 3:18 PM
To: ab628
Subject: dirt bikes along dirt shoulder of East Line Street in Bishop

Hello,
I decided that I should write again...

Working at White Mtn. Research Center on EAST LINE STREET, I can't help but notice the amount of dirt bikers riding on the dirt shoulder going east and west at high rates of speed (my office faces East Line Street and I have lots of windows). I work 8-6 Monday -Friday. I wasn't going to complain anymore because it just continues to happen (and is even getting worse) with no change but after the person I watched today going about 50 mph on the dirt shoulder, I am complaining.

For the past several months, I have observed many times, folks riding dirt bikes to and from the hills east of the station, on the dirt shoulder at rates of speed that can't be safe. I even saw one person almost lose it. I thought that these people were not supposed to ride on the dirt shoulders of the paved roads. Has something changed in that regard?

Is there some way the County can add some signage to let people riding dirt bikes and ATV's know that they aren't supposed to ride on the dirt shoulders? Or can the Sheriff or CHP patrol East Line Street more often? East Line Street is a COMBINED USE ROUTE for the Adventure Trails Program.

Thanks,
Denise

Jonathan Jelking

Courtney Smith

From: Jonathan Jelkin <jonathan@jonathanjelkin.com>
Sent: Monday, May 28, 2018 9:35 AM
To: ab628
Subject: Adventure trail system comment

Very excited to see Bishop testing adventure trails in the area and looking forward to see the system expanded. My family is originally from Nebraska and they allow UTV "side by side" ohv vehicles on all public roads with a small city licensing permit. Hopefully the adventure trail system will one day make UTV's much more useful in the Bishop area. They are beneficial to the environment for running short errands as they are much better on gas than a large car. Plus the recreational opportunities will be much easier to access when you can jump across town without needing to tow your utv with a large truck.

Sincerely,

Jonathan Jelkin

Jimmy Resendez

Courtney Smith

From: ab628
Sent: Tuesday, May 29, 2018 1:28 PM
To: 'Jimmy Resendez'
Subject: RE: Bishop | Adventure Trails Of Eastern Sierra

Jim,

The Inyo County combined-use program is specifically related to County maintained roads. On routes that are specifically signed to allow this type of use, certain ATVs and UTVs can drive on the road in the same manner as a car or street legal motorcycle. The only County maintained roads that are legal for use by ATVs and UTVs are Bishop Routes 5, 6, 7, 9, & 15.

To get more information on where to ride in the Eastern Sierra, I would recommend picking up the "Inyo National Forest (South)" and the "Inyo National Forest (North)" maps published by the California Trail Users Coalition map. You can find these maps online at <http://www.ctuc.info/ctuc/index.php/maps>. This map is also available at Inyo National Forest visitor centers in Lone Pine, Bishop, Mammoth Lakes, and Lee Vining. The North map shows the Buttermilk area the best. The Inyo National Forest map is also helpful.

Happy trails,

Courtney

Courtney Smith, Transportation Planner
Inyo County Public Works Dept.
(760) 878-0207

From: Jimmy Resendez [<mailto:resendez555@yahoo.com>]
Sent: Tuesday, May 29, 2018 12:19 PM
To: Courtney Smith
Subject: Bishop | Adventure Trails Of Eastern Sierra

I am looking for as much information regarding the Eastern Sierra Trail System. On my trip over the weekend I saw a few signs for the program along near Buttermilk Rd.. I Managed to find a Map on the Inyoltc.org Website with maps for Routes 5,6,7,9,and 15. Are there other maps or route information available? Any other information pertaining to the use of OHV in the bishop and inyo county area area would be very helpful.

Thank You,
Jim Resendez

Sharon White

Courtney Smith

From: webwhite@schat.net
Sent: Thursday, June 7, 2018 12:12 PM
To: ab628
Subject: OHV combined use in Alabama Hills

I have lived 45 years on Alabama Dr. in the Alabama Hills. I have walked, hiked and road my bike for all those years all through this area. Many of my concerns with this pilot program have started to prove out. On 4/6/18, I was going into town on my bike down Tuttle Creek Rd when I meant 3 unlicensed ATV's going into the canyon after crossing over Tuttle Creek aqueduct bridge. One was a 2 seater the other two were smaller and for one person. I wish I had gotten a better look at the people but if I had to guess those two smaller ATV's may have had people not old enough to be licensed to drive those vehicles. But beside that issue Tuttle Creek Rd is not a designated combined use road. This happened to me 2 years ago when I was riding my bike home from town and two unlicensed dune buggys came around the big blind corner at Hopalong Cassidys cabin now the Stewart's place at a high rate of speed in the middle of the road and I had to ride my bike into the shoulder to avoid being hit.

Last summer there were three incidences where I was riding bike on the roads of the Alabama Hills housing district, where I live, when unlicensed ATV's were driving around at a fast rate of speed on the housing roads. On two of those occasions Inyo County Sheriffs were driving around in the Alabama Housing district and I stopped them to report the illegal activity. They informed me the sheriffs don't patrol the roads it's the Hwy patrol. The sheriff deputy's also informed me that they have not had any complaints about abuse of OHV. This year 2018 I saw a camera hidden at the T of Lubkin and Horseshoe Meadow road. Not sure how many OHV were caught turning north on Horseshoe Meadow road but that seems to happen quite frequently or They turn south and go pass the OHV BLM road sign for their route and continue up Horseshoe Meadow road past Carroll Creek to who knows how far. End of the road maybe?

Just this Memorial Day weekend 2018 while biking I saw 6 OHV come out of the dirt road from the south fork of Lubkin Creek (or as locals call it coyote canyon) and instead of heading across Horseshoe Meadow road to the continuation of their dirt road they headed North on the part of the HM road that is not designated combine use to the dirt road leading into the North fork of Lubkin Creek. The next day same weekend, I was again out biking, there were 20 OHV that came up the combined use part of Lubkin Canyon rd stopped at the T of Horseshoe Meadow road. Read the signs and turned right or North on Horseshoe Meadow Rd which is not combined use and went north for I don't know how far.

So my take is either the signs are confusing or people are ignoring them and the maps. Does anyone patrol this Adventure Trails project? Was that Planning, BLM, Sheriffs, Adventure Trails with the camera? Someone needs to ask these OHV people if they find the signs confusing. You have those Rail road ties signs with OHV trails with arrows pointing North and South East and West. Does that mean they can ride their ATV's on them or is that for them to trailer their ATV's to the trail heads. It's very confusing even for me who has looked at the map and can see where you can ride is not where the arrows are pointing.

Sure hope I'm not to late for comments
Sharon White

Courtney Smith

From: Linda E Smith <smithlindacooper@aol.com>
Sent: Tuesday, June 19, 2018 6:53 PM
To: ab628
Subject: Re: Alabama Hills

Thank you for your response.
I will check the website you provided.

I failed to ask why off-road (dirt bikes) are now in the beautiful Alabama Hills (Alabama Rocks). It is a phenomenally peaceful, natural place - or rather it was.

Now, dirt bikes roar thru, sending up billowing clouds of dust. This is in total opposition to the enjoyment of the people who go there to enjoy the quiet beauty. Are dirt bikes actually permitted to do this thru the Adventure Trails situation? It seems unlikely that it would have been approved.

There is lots and lots of open land east of Hwy. 395 south and east of Boulder Creek where the riders could roar to their hearts' content. I have ridden dirt bikes and they are lots of fun but they don't mix with the enjoyment of natural beauty and peace and quiet.

My question is - should the enjoyment and activity of choice of this group be permitted to destroy the enjoyment of the peace and quiet nature-loving peace and quiet group?

Surely this is an oversight to allow that to happen.
Please let me know. If this inadvertently was permitted, how can it be fixed?

Thank you for addressing this.

Linda Smith

In a message dated 6/19/2018 4:49:14 PM Pacific Standard Time, ab628@inyocounty.us writes:

Linda,

We received your comment. The County will include this comment, or a summary of the comment, in the report that will be presented to the California Legislature before January 1st 2019. The Board of Supervisors will hold a public hearing to consider the report to the Legislature sometime in December. The Draft Report will be posted at <http://www.inyoltc.org/ab628impl.html> and also included as part of the Board packet for the meeting at http://inyocounty.us/Board_of_Supervisors/.

Here's a response to your questions:

1. Is this area part of the "Adventure Trails" route? The map shows only Boulder Creek to Horseshoe Meadow Road via the Lubkin Canyon Road.

Reply: The Inyo County combined-use program is specifically related to County maintained roads. The only County maintained roads where combined-use is allowed by ATVs and UTVs in the Alabama Hills are the ones you mentioned.

2. Is there ANY overseeing of any of this by CA or Inyo Co.?

Reply: The Inyo County Sheriff's Department and California Highway Patrol both patrol roads part of the County maintained mileage system. If you see an ATV or a UTV driving on a County road that is not designated for combined-use, you can contact the Inyo County Sheriff's Department and/or the California Highway Patrol. You can see a list of which roads are part of the County Maintained Mileage System at <http://www.inyoltc.org/pdfs/Inyommrs.pdf>.

The Inyo National Forest and Bureau of Land Management patrol roads and OHV activity on their land. Contact those agencies for more information or to report issues.

To get more information on where it is legal for OHVs to ride in the Eastern Sierra, I would recommend picking up the "Inyo National Forest (South)" and the "Inyo National Forest (North)" maps published by the California Trail Users Coalition map. You can find these maps online at <http://www.ctuc.info/ctuc/index.php/maps>. This map is also available at Inyo National Forest visitor center in Lone Pine.

3. Is there any agency that picks up the resultant trash due to these vehicles?

Reply: This comment will be included in the report. The answer depends where the trash is and what property it is on.

Thanks,

Courtney

Courtney Smith, Transportation Planner

Inyo County Public Works Dept.

(760) 878-0207

From: Linda E Smith [<mailto:smithlindacooper@aol.com>]

Sent: Monday, June 18, 2018 11:12 AM

To: ab628

Subject: Alabama Hills

1. Is this area part of the "Adventure Trails" route? The map shows only Boulder Creek to Horseshoe Meadow Road via the Lubkin Canyon Road.
2. Is there ANY overseeing of any of this by CA or Inyo Co.?
3. Is there any agency that picks up the resultant trash due to these vehicles?

For the first time, this spring I now see soda cans and beer bottles on Lubkin Canyon Road.

Please answer the above questions for me.

Thank you,

Linda Cooper

Courtney Smith

From: William Mitchel <wmitchel@cebridge.net>
Sent: Saturday, November 3, 2018 4:46 PM
To: ab628
Subject: Illegal ATV Activity near AT Route 9

On Saturday, October 26, 2018, while walking west on Underwood Lane in West Bishop, I witnessed a ATV drive off a dirt track on LADWP land, onto Underwood and then turn north on Orinda. I was not close enough to the intersection of Underwood and Orinda to see where it went from there but it certainly was not on a designated ATV route.

Bill Mitchel
Bishop, CA

Courtney Smith

From: William Mitchel <wmitchel@cebridge.net>
Sent: Saturday, November 3, 2018 4:40 PM
To: ab628
Subject: Illegal Activity on Adventure Trails Route 9

On Friday, October 25, 2018, while walking south on Barlow Lane I witnessed an ATV with two passengers driving north on Barlow Lane (Route 9) heading toward Schober Lane where Route 9 turns right onto Schober and ends at Brown's Town.

The ATV was traveling at a high rate of speed for an ATV which got my attention, likely the 35 mph legal limit, and instead of turning right on Schober it continued north on Barlow Lane. I watched as it headed north and eventually lost it due to other traffic on the road but it went at least as far as Sunset or beyond.

Bill Mitchel
Bishop, CA

Exhibit F

Courtney Smith

From: Erlwein, Terry J@DOT <terry.erlwein@dot.ca.gov>
Sent: Wednesday, September 19, 2018 8:02 AM
To: Courtney Smith
Cc: Batchelder, Jill@DOT
Subject: RE: Comments sought for combined-use route pilot program legislative report

Courtney,

I spoke with all the D9 management, planning, permits and traffic personnel about the combined use pilot project. There were no comments from staff or management. To answer the specific questions your report must address :

1. No comments
2. No comments either positive or negative. I did not see any safety or traffic flow issues. It appears to Caltrans there was really no economic impact either. A few individuals in the Dixon Lane area noticed some incursions into non-designated areas. For example driving on non-designated roads in the area. This is anecdotal only.
3. No one recalled receiving any comments from the public after the program was up and running. Caltrans had some interaction with the County staff and volunteers placing signs in the State right of way. Those issues were all worked out in a satisfactory way.

Please consider this to be District 9's official response to your letter of September 9, 2018. If you need a letter on State letterhead, please let me know.

Terry Erlwein PE
District 9 Deputy District Director
Maintenance and Operations
760-872-0670

From: Courtney Smith [<mailto:csmith@inyocounty.us>]
Sent: Friday, September 7, 2018 3:50 PM
To: Erlwein, Terry J@DOT <terry.erlwein@dot.ca.gov>
Cc: Batchelder, Jill@DOT <Jill.Batchelder@dot.ca.gov>; Green, Brent L@DOT <brent.green@dot.ca.gov>
Subject: FW: Comments sought for combined-use route pilot program legislative report

Terry,

Please see the attached letter requesting feedback on the combined-use routes that were designated by Inyo County pursuant to AB 628 and SB 1354. The attached maps show the designated combined-use routes. Inyo County is required to submit a report to the California Legislature on these combined-use routes. Several of the routes cross US 395. Your agencies feedback on this project is important. Please don't hesitate to contact me if you have questions.

Thanks,

Courtney

Courtney Smith

California Highway Patrol

Courtney Smith

From: Azciturrieta, Peter@CHP <PAzciturrieta@chp.ca.gov>
Sent: Tuesday, September 25, 2018 10:05 AM
To: Courtney Smith
Cc: Dominguez, Javier@CHP
Subject: RE: Comments sought for combined-use route pilot program legislative report

Greetings, Courtney, and sorry for the late response. We have confirmed that there have been no accidents involving any ATV/UTV's along these routes. We have received one complaint back in June, which occurred on Horseshoe Meadows. However, it was north of the combined-use route. Our patrol officers have not observed any issues regarding these routes. Hope this helps. Thanks!

Pete

Sergeant Peter Azciturrieta
California Highway Patrol
Bishop Area
469 South Main Street, Bishop, CA 93514
(760) 872-5960 fax (760) 873-8956



From: Courtney Smith [<mailto:csmith@inyocounty.us>]
Sent: Friday, September 07, 2018 4:00 PM
To: Dominguez, Javier@CHP
Cc: Azciturrieta, Peter@CHP; jcarter@chp.ca.gov; Jeff Hollowell
Subject: Comments sought for combined-use route pilot program legislative report

Javier,

Please see the attached letter requesting feedback on the combined-use routes that were designated by Inyo County pursuant to AB 628 and SB 1354. The attached maps show the designated combined-use routes. Inyo County is required to submit a report to the California Legislature on these combined-use routes. Please let us know about: 1) any accidents involving ATVs/UTVs along these roads, 2) any complaints your office has received, or 3) any issues your officers have observed related to these combined-use routes. Your agencies feedback on this project is important. Please don't hesitate to contact me if you have questions.

Thanks,

Courtney

Courtney Smith
Transportation Planner
Inyo County Public Works
P.O. Drawer Q
Independence, CA. 93526
(760) 878-0207

Office of the
SHERIFF
INYO COUNTY, CA



JEFF R. HOLLOWELL
Sheriff

ERIC PRITCHARD
Undersheriff

"A Professional Service Agency"

October 15, 2018

Courtney Smith
Inyo County Public Works Department
PO Drawer Q
Independence, CA 93526

Combined Use Route Pilot Program Feedback

Mr. Smith,

In response to your letter dated September 7th regarding the dual-use Adventure Trail System of The Eastern Sierra, the Sheriff's Office has the following feedback-

We are not aware of any accidents involving ATVs/UTVs along the Adventure Trail System; however, California Highway Patrol would be the lead agency on providing this data. The Sheriff's Office has not received formal complaints referencing the Adventure Trail System, and there are no remarkable issues that OHV Patrol Deputies have observed.

Please don't hesitate to contact the Sheriff's Office if you require anything further.

Respectfully,

A handwritten signature in cursive script, appearing to read "Jeff R. Hollowell".

Jeff R. Hollowell, Inyo County Sheriff



CUSTOMERS FIRST

Eric Garcetti, Mayor

Board of Commissioners

Mel Levine, President

William W. Funderburk Jr., Vice President

Jill Banks Barad

Christina E. Noonan

Aura Vasquez

Barbara E. Moschos, Secretary

David H. Wright, General Manager

October 23, 2018

Courtney Smith
Inyo County Public Works Department
P.O. Drawer Q
Independence, CA 93526

Dear Courtney Smith:

Subject: Combined Use Route Pilot Program Comments

The following is in response to Inyo County Letter dated September 7, 2018. After a precursory desktop review of the 2017 monitoring data provided by Inyo County for combined-use routes Bishop No. 5, 6, 7, 9, and 15, Independence No. 1, and Lone Pine No. 1, Los Angeles Department of Water (LADWP) Watershed Resources Staff conducted an independent assessment of potential impacts along all routes. The assessment was conducted during the week of September 17, 2018. During the assessment all routes that either started, ended, or traversed through City of Los Angeles (City) property were inspected for potential impacts such as road widening, increased trash, and creation of spur roads. In addition, each of the eight photo points established by Inyo County in 2016 were revisited, photo mosaics were retaken, and comparison to baseline photos was performed.

Upon completion of this assessment, LADWP has determined that it is not apparent at this time that use of the routes listed above have caused any visual impacts on City property above what had existed prior to the implementation of the project. Future monitoring reports from Inyo County may benefit from low aerial photos at established photo points using UAV (Unmanned Aerial Vehicle) or by other means and increased narrative in reporting.

RECEIVED

OCT 30 2018

INYO COUNTY
PUBLIC WORKS

Courtney Smith
Page 2
October 23, 2018

Thank you for the opportunity to comment on the Combined Use Route Program. If you have any questions regarding this assessment please contact Mr. Ron Tucker, Watershed Resources Supervisor, of my staff at (760) 873-2285.

Sincerely,



Clarence E. Martin
Manager of Aqueduct

RT:bs
c: Mr. Ron Tucker

Exhibit G

Mitigation Monitoring:

Independence Route 1 Independence Hotel to Betty Jumbo Mine Road

July 15, 2016; 3:45 pm

- No new roads created.
- No vandalism to mixed use signage or carsonites
- No evidence of ATV/UTV running on shoulder of road ways
- No evidence of increased trash along route
- Mixed use sign missing from Route Start/End at Betty Jumbo (see photo)
- Uphill mile marker missing for last mile segment
- Downhill mile marker missing for section middle segment at the Mining access road that goes north from Mazourka Canyon Rd approx. 1.3 miles east of Kearsarge Rail Road Monument.



Mixed use sign missing from post at Mazourka & Betty Jumbo

Mitigation Monitoring:

Independence Route 1 Boulder Creek RV Park to N. Lubkin Canyon Rd.

July 22, 2016, 12:40 pm

- No new roads created.
- No vandalism to mixed use signage or carsonites
- No evidence of ATV/UTV running on shoulder of road ways
- No evidence of increased trash along route
- Evidence of authorized BLM access on N. Lubkin Canyon Rd.



Mitigation Monitoring:

Bishop Route 15 Laws to Poleta

July 14, 2016; 4:30 p.m.

- No new roads created.
- Gravel and grading improvements noted at Redding OHV parking area.
- No vandalism to mixed use signage or carsonites
- No evidence of ATV/UTV running on shoulder of road ways
- No evidence of increased trash along route
- Some wear of ATV logo painted on roadway in Laws area
- No carsonite providing route directions from southbound on Joe Smith Rd. to indicate left turn on to Silver Canyon Rd.
- No carsonite providing route direction from eastbound on Silver Canyon Rd. to indicate route turns right on to Laws-Poleta Rd.
- No carsonite providing route direction from southbound Poleta Rd. to indicate route turns left onto Redding Canyon.
- No clear start/stop signage on Joe Smith Rd.
- Two carsonites along route need stickers replaced. See Attached Photo's. Weathering from the elements appears to be cause on damage.
 - Directional carsonite on southbound Laws-Poleta Rd. at the intersection with Poleta Rd. directing user left onto Poleta Rd.
 - Direction casonite of northbound Laws-Poleta Rd. at the sweeping west curve approx. ½ mile south of Silver Canyon Rd. directing user left on the pavement were an intersecting dirt road travels directly north.



Improvements at Redding Cnyn OHV parking area



Directional sign on northbound Laws-Poleta Rd. at the sweeping west curve approx. ½ mile south of Silver Canyon Rd. directing user left on the pavement where an intersecting dirt road travels directly north.



Directional sign on southbound Laws-Poleta Rd. at the intersection with Poleta Rd. directing user left onto Poleta Rd.

Mitigation Monitoring:

Lone Pine Rte 1, Boulder Creek RV Park to N. Lubkin Canyon Rd.

October 26, 2016

- No new roads created.
- No vandalism to mixed use signage or carsonites
- No evidence of ATV/UTV running on shoulder of road ways
- No evidence of increased trash along route
- No ATV/UTV sighted
- Add "street legal only" carsonite to end of route on Horseshoe Meadows Rd. just south of North Lubkin Canyon (BLM) and on Horseshoe Meadows Rd. north of intersection with Lubkin Canyon Rd.

Mitigation Monitoring:

Independence Route 1 Independence Hotel to Betty Jumbo Mine Road

October 26, 2016

- No new roads created.
- No vandalism to mixed use signage or carsonites
- No evidence of ATV/UTV running on shoulder of road ways
- No evidence of increased trash along route
- One motorcycle noted on route (Enduro-Street legal). No ATV/UTV sighted.
- East bound carsonite at LA DWP aquaduct covered by vegetation.
- Mixed use sign missing from Route Start/End at Betty Jumbo (see photo)
- Uphill mile marker carsonite missing for last mile segment. .4 miles from route end.
- Downhill mile marker missing for section, middle segment, at the Mining access road that goes north from Mazourka Canyon Rd approx. 1.3 miles east of Kearsarge Rail Road Monument.
- No directional carsonite from Clay to Park
- No mixed use signage for motorists entering route southbound on Clay.
- Consider "street legal only" on Clay Steet north of West Park Street.



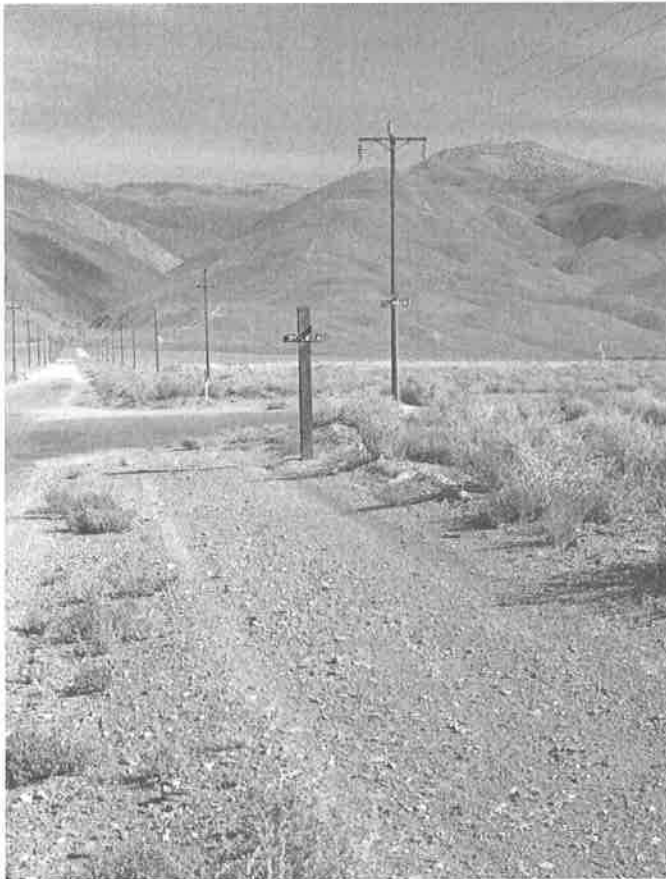
Mixed use sign missing from post at Mazourka & Betty Jumbo

Mitigation Monitoring:

Bishop Route 15 Laws to Poleta

October 27, 2016

- No new roads created.
- Improvements noted at Redding OHV parking area, Portable ADA accessible toilet.
- No vandalism to mixed use signage or carsonites
- No evidence of ATV/UTV running on shoulder of road ways
- No evidence of increased trash along route
- Some wear of ATV logo painted on roadway in Laws area
- No carsonite providing route directions from southbound on Joe Smith Rd. to indicate left turn on to Silver Canyon Rd.
- No carsonite providing route direction from eastbound on Silver Canyon Rd. to indicate route turns right on to Laws-Poleta Rd.



- No carsonite providing route direction from southbound Poleta Rd. to indicate route turns left onto Redding Canyon.
- No clear start/stop signage on Joe Smith Rd.
- Two carsonites along route need stickers replaced. See Attached Photo's. Weathering from the elements appears to be cause of damage.

- Directional carsonite on southbound Laws-Poleta Rd. at the intersection with Poleta Rd. directing user left onto Poleta Rd.

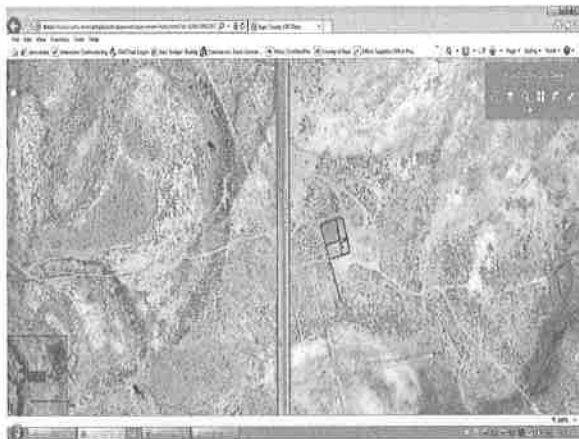


-
- Directional carsonite on northbound Laws-Poleta Rd. at the sweeping west curve approx. ½ mile south of Silver Canyon Rd. directing user left on the pavement where an intersecting dirt road travels directly north.



- Add two directional (straight) on Laws-Poleta Rd for southbound traffic

- Carsonite at poleline road, directional (straight). West of stock coral



- Carsonite at pit, directional (straight) at north entrance



- Request addition of “street legal only” to mark trail end on all routes.

Improvements at Redding Cnyn OHV parking area



Mitigation Monitoring:

Lone Pine Rte 1, Boulder Creek RV Park to N. Lubkin Canyon Rd.

October 26, 2017

- No new roads created.
- No vandalism to mixed use signage or carsonites
- No evidence of ATV/UTV running on shoulder of road ways
- No evidence of increased trash along route
- No ATV/UTV sighted
- Brush/weed clean up needed near 50% of carsonite poles. Heavy participation resulted in overgrowth.

Suggestions:

- Add No ATV Road Markings(White Work) painted 15 ft. from end of the route.



Mitigation Monitoring:

Independence Route 1 Independence Hotel to Betty Jumbo Mine Road

December 14, 2017

- No new roads created.
- No vandalism to mixed use signage or carsonites
- No evidence of ATV/UTV running on shoulder of road ways
- No evidence of increased trash along route
- East bound carsonite at LA DWP aqueduct missing ATV Sticker.
- No directional signage for motorists entering route southbound on Clay.

Suggestions

- Add no ATV Road Markings(White Work) 10 -15 Ft. on road roadway after route ends heading toward HWY 395.

Mitigation Monitoring:

Bishop Route 5 Browns Town to Poleta OHV Open Area

December 14, 2017

- No new roads created.
- No vandalism to mixed use signage or carsonites that were up
- Half the route needed to be put up. On Dec 14 the Carsonites were installed and visible.
- No evidence of ATV/UTV running on shoulder of road ways
- No evidence of increased trash along route

Mitigation Monitoring:

Bishop Route 6 Horton Creek to Pleasant Valley Dam Road

December 14, 2017

- No new roads created.
- No vandalism to mixed use signage or carsonites
- No evidence of ATV/UTV running on shoulder of road ways
- No evidence of increased trash along route

Mitigation Monitoring:

Bishop Route No. 7 Pleasant Valley Dam Road to Tungsten City Road

December 14, 2017

- No new roads created.
- No vandalism to mixed use signage or carsonites
- No evidence of ATV/UTV running on shoulder of road ways
- No evidence of increased trash along route

Suggestions

- Better directional signage from dirt roads entering combined use route.
- Paint no ATV North of start of route on North portion of Ed Powers Road heading to Hwy 395.



Mitigation Monitoring:

Bishop Route 9 Brown's Town to Bir Road

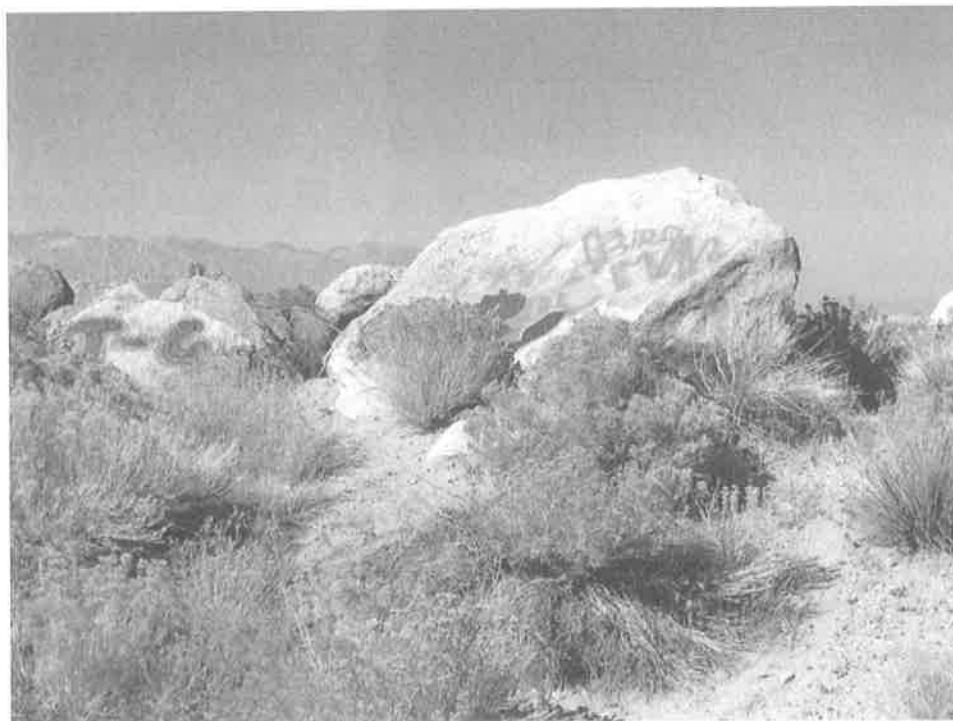
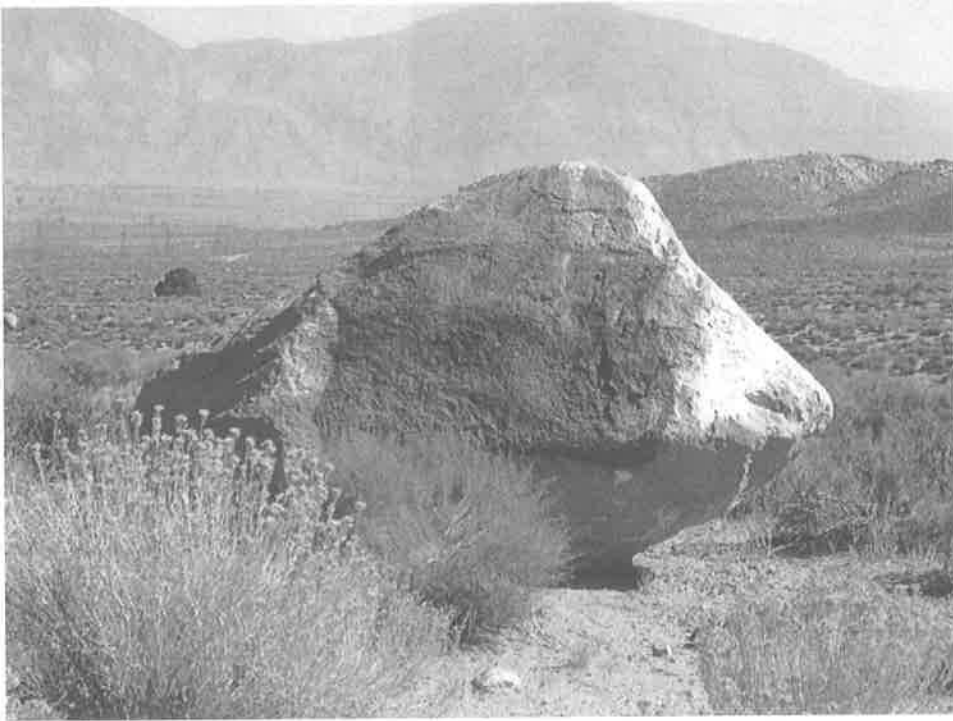
December 14, 2017

- No evidence of ATV/UTV running on shoulder of road ways
- No evidence of increased trash along route.
- Due to high amounts of precipitation the 35% of signs on route had impeding undergrowth.
- One New path appeared see below.





- New Graffiti

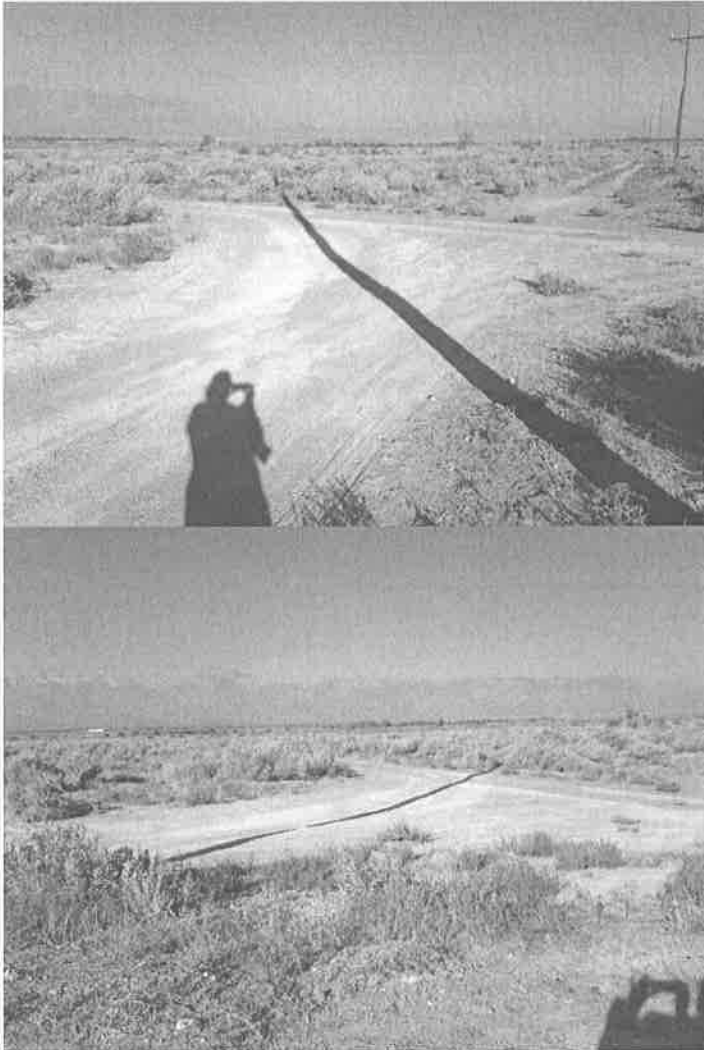


Mitigation Monitoring:

Bishop Route 15 Laws to Poleta

December 15, 2017

- No new roads created.
- No vandalism to mixed use signage or carsonites
- No evidence of ATV/UTV running on shoulder of road ways
- No evidence of increased trash along route.
- Due to high amounts of precipitation the 35% of signs on route had impeding undergrowth.
- DWP Photo Point has no change from previous year.



- Due to high amounts of precipitation the sign located at intersection of Joe Smith Road and Silver Canyon Road was completely covered in vegetation overgrowth growth. In January inspection weeds were removed and Sign was visible.

Suggestions

- Road has high vehicle traffic during business hours Monday through Friday. Staff suggests painting the road surface with green paint near the bike lane with a symbol of an ATV. Much like what is done on the Mazourka route.
- Better directional signage out Britt's Diesel
- Paint no ATV North of start of route on Joe Smith Road.



- Paint no ATV East of the Laws Railroad Museum on Silver canyon Road.



Bishop Route 15 Laws to Poleta Canyon OHV Open Area

October 25, 2018

- No new roads created.
- No vandalism to mixed use signage or carsonites
- No evidence of ATV/UTV running on shoulder of road ways
- No evidence of increased trash along route.
- DWP Photo Point has no change from previous year.

Suggestions

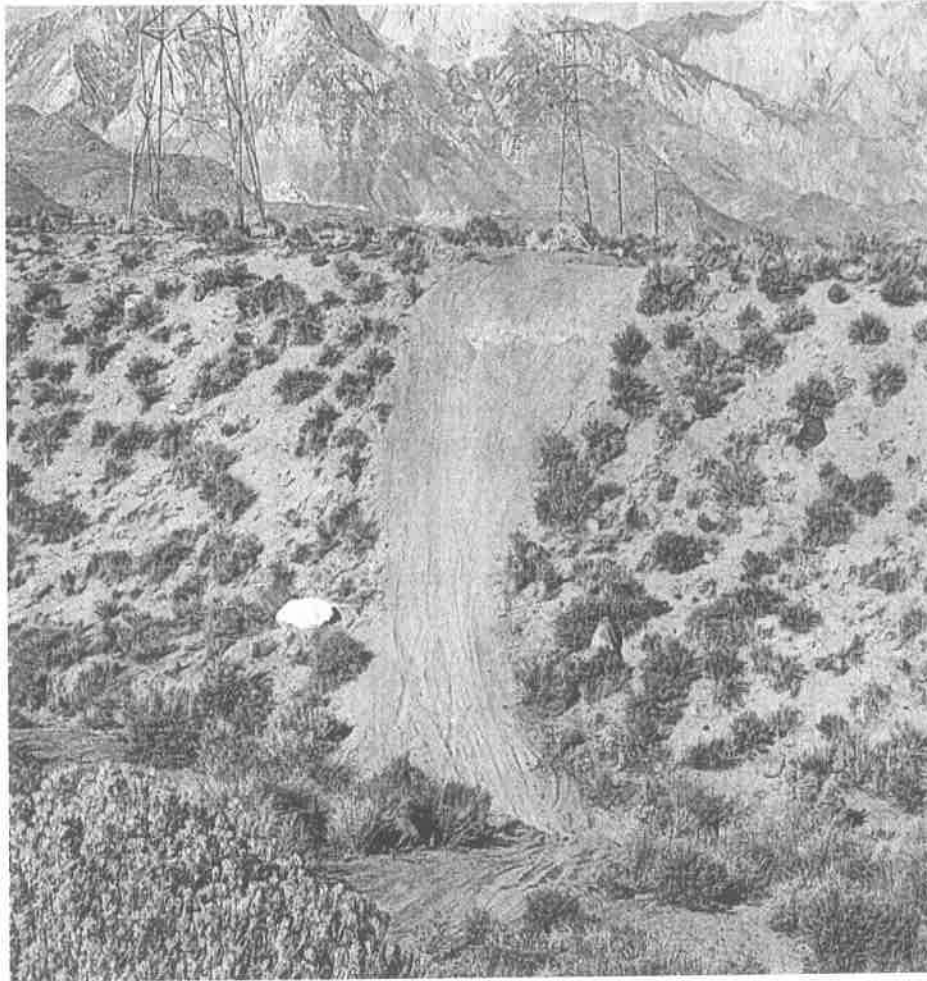
- Road has high vehicle traffic during business hours Monday through Friday. Staff suggests painting the road surface with green paint near the bike lane with a symbol of an ATV. Much like what is done on the Mazourka route.
- Better directional signage out Britt's Diesel
- Paint no ATV North of start of route on Joe Smith Road.



- Paint no ATV East of the Laws Railroad Museum on Silver canyon Road.



- Continued monitoring of route that appeared last year.



-
-

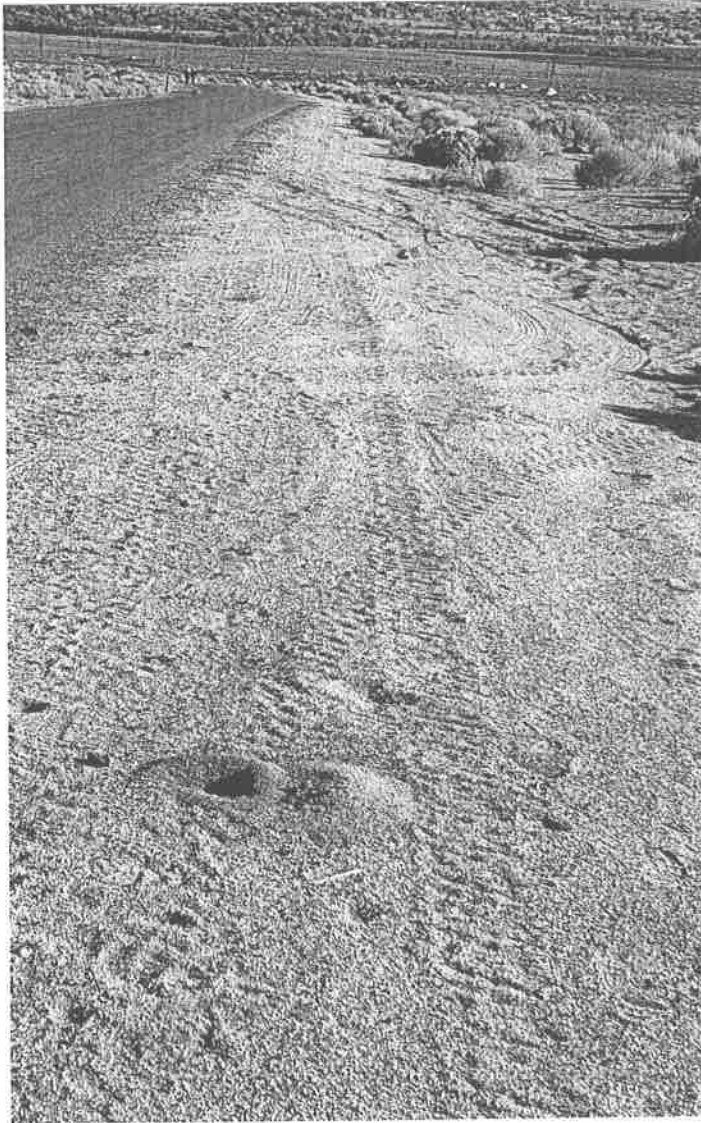
- Graffiti on rock near Bir Road has been clean since last year. (Last year photo on Top)

Mitigation Monitoring:

Bishop Route 9 Brown's Town to Bir Road

October 25, 2018

- Evidence of ATV/UTV running on shoulder of road ways.



Mitigation Monitoring:

Bishop Route No. 7 Pleasant Valley Campground to Tungsten City Road

October 12, 2018

- No new roads created.
- No vandalism to mixed use signage or carsonites
- No evidence of ATV/UTV running on shoulder of road ways
- No evidence of increased trash along route

Suggestions

- Better directional signage from dirt roads entering combined use route.
- Paint no ATV North of start of route on North portion of Ed Powers Road heading to Hwy 395.



Mitigation Monitoring:

Bishop Route 6 Horton Creek to Pleasant Valley Dam Road

October 25, 2018

- No new roads created.
- No vandalism to mixed use signage or carsonites
- No evidence of ATV/UTV running on shoulder of road ways
- No evidence of increased trash along route

Mitigation Monitoring:

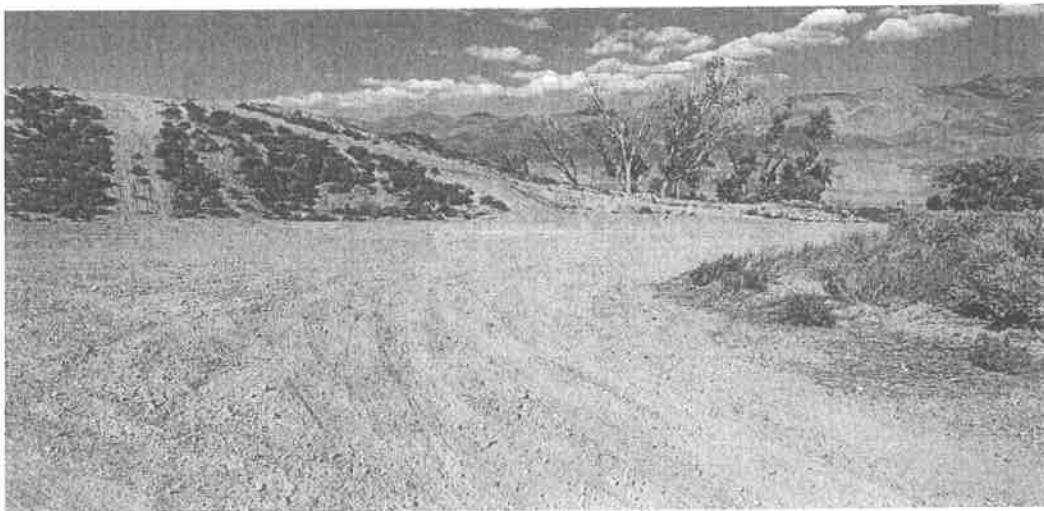
Bishop Route 5 Brown's Town Campground to Redding Canyon Road

October 25, 2018

- No new roads created.
- No vandalism to mixed use signage or carsonites that were up
- No evidence of ATV/UTV running on shoulder of road ways
- No evidence of increased trash along route
- 1 ATV observed on the Route.
- 1 sign's sticker has peeled new Adventure Trail stick needs to be redone



Photo Points on Route



Mitigation Monitoring:

Independence Route 1 Independence Inn to Betty Jumbo Mine Road

October 12, 2018

- No new roads created.
- No vandalism to mixed use signage or carsonites
- No evidence of ATV/UTV running on shoulder of road ways
- No evidence of increased trash along route
- East bound carsonite at LA DWP aqueduct missing ATV Sticker.
- No directional signage for motorists entering route southbound on Clay.

Suggestions

- Add no ATV Road Markings(White Work) 10 -15 Ft. on road roadway after route ends heading toward HWY 395.



Mitigation Monitoring:

Lone Pine Rte 1, Boulder Creek RV Park to N. Lubkin Canyon dirt road

September 21, 2018

- No new roads created.
- No vandalism to mixed use signage or carsonites
- No evidence of ATV/UTV running on shoulder of road ways
- No evidence of increased trash along route
- 1 ATV/UTV sighted
- Directional Carsonite Missing Coming off the trail on Horseshoe.

Suggestions:

- Add No ATV Road Markings(White Work) painted 15 ft. from end of the route on Both the North and South Horseshoe where ATV are not allowed.
- Add No ATV Road Markings (White Work) painted on Northbound Road of Tuttle Creek Road



Exhibit H

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 22nd day of *January*, 2015 an order was duly made and entered as follows:

P.W./Adventure
Trails Pilot Project
Public Hearing

The Chairperson opened the public hearing at 10:03 a.m. to take public comment on the Eastern Sierra ATV Adventure Trails System Project and to consider a draft Resolution titled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Certifying the Final Environmental Impact Report Concerning, and Making Certain Findings, Adopting Mitigation Measures, Adopting a Mitigation Monitoring and Reporting Program, Approving an Eastern Sierra ATV Adventure Trails System Project, and Adopting Rules and Regulations for the Use of the Adventure Trails System," or modifications thereto as directed by the Board, which does the following:

1. Certifies that the Final Environmental Impact Report was prepared in compliance with the California Environmental Quality Act (CEQA), was presented to and considered by the Board, and that the FEIR reflects the independent judgment of the Board;
2. Makes findings as required by CEQA;
3. Adopts the mitigation measures identified in the FEIR;
4. Adopts a Mitigation Monitoring and Reporting Program;
5. Approves the combined-use routes recommended by staff or as designated by the Board;
6. Provides that designation of a combined-use route shall not become effective until all required warning and informative signs on the route have been installed and, if necessary, approval of start point and/or end point located on City of Los Angeles-owned land has been obtained from the City of Los Angeles Department of Water and Power;
7. Adopts requirements and regulations for use of the designated combined-use routes; and
8. Approves Revised Inyo County Assembly Bill 628 Implementing Procedures; and
9. Provides that if California Vehicle Code section 38021.6 is repealed on January 1, 2017 as provided by AB 628, and if no legislation replacing Vehicle Code section 38021.6 has been adopted as of that date, any designation of a route as a combined-use route shall be deemed rescinded and all signage shall be removed from such a route.

CONTINUED ON FOLLOWING PAGES

WITNESS my hand and the seal of said Board this 22nd

Day of January 2015



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisors

By:

Patricia Gunsolley
Patricia Gunsolley, Assistant

<i>Routing</i>	
CC <input checked="" type="checkbox"/>	_____
Purchasing	_____
Personnel	_____
Auditor	_____
CAO	_____
Other P.W. - Planning	_____
DATE: February 5, 2015	

1. Certifies that the Final Environmental Impact Report was prepared in compliance with the California Environmental Quality Act (CEQA), was presented to and considered by the Board, and that the FEIR reflects the independent judgment of the Board;
2. Makes findings as required by CEQA;
3. Adopts the mitigation measures identified in the FEIR;
4. Adopts a Mitigation Monitoring and Reporting Program;
5. Approves the combined-use routes recommended by staff or as designated by the Board;
6. Provides that designation of a combined-use route shall not become effective until all required warning and informative signs on the route have been installed and, if necessary, approval of start point and/or end point located on City of Los Angeles-owned land has been obtained from the City of Los Angeles Department of Water and Power;
7. Adopts requirements and regulations for use of the designated combined-use routes; and
8. Approves Revised Inyo County Assembly Bill 628 Implementing Procedures; and
9. Provides that if California Vehicle Code section 38021.6 is repealed on January 1, 2017 as provided by AB 628, and if no legislation replacing Vehicle Code section 38021.6 has been adopted as of that date, any designation of a route as a combined-use route shall be deemed rescinded and all signage shall be removed from such a route.

The Chairperson reviewed the parameters on how today's meeting was going to be conducted. The individual Board Members made opening remarks regarding the project. Mr. Courtney Smith, Transportation Planner, reviewed the staff report and recommendations in detail and at length. He noted specifically that the Applicants have reduced the number of routes to be considered for approval from the 36 routes covered in the EIR to 8 routes, of which Staff is recommending the Board only consider 7. Mr. Josh Hart, Planning Director, explained the route in the Aberdeen area is being removed from consideration because staff believes that the change being requested in the route requires further environmental analysis. Ms. Marlena Baker, Risk Manager, reviewed the County's insurance coverage, providing statistical data accumulated by CSAC Excess Insurance concerning liability exposure, and confirming that the County has no increased exposure to liability as a result of the proposed routes. Sheriff Bill Lutze talked about the County's off-road patrol and enforcement activities and funding. California Highway Patrol (CHP) Captain Tim Noyes introduced Officer Brian Mackenzie who reviewed the CHP's Safety Report on the routes, explaining how he had arrived at the recommendations contained in the report. Mr. Randy Gillespie, representing the Applicants, addressed the Board to provide additional information and further clarification on the request to have 8 routes considered for approval. Mr. Gillespie identified the 8 routes as #5 #6, #7, #9 and #15 in the Bishop Area; #3 in the Aberdeen area; #1 in the Independence area; and #1 in the Lone Pine area. Mr. Steve Toomey also representing the Applicants provided some historical background on the project, explaining that it was the hope of the Applicants to provide some economic revival for the area by providing additional recreational opportunities for our visitors. Mr. Joe Gibson of Meridian Consultants, provided an in-depth review of the Environmental Impact Report and the CEQA requirements. Staff went on to provide the Board with a route by route review.

Recess/
Reconvene

The Chairperson recessed the special meeting and public hearing at 11:30 a.m., to reconvene in open session and the public hearing at 11:45 a.m., with all Board Members present.

The Chairperson reviewed the process whereby the Board would accept comment from the public, requesting that all those wishing to speak fill out a card during the lunch break. He explained that representatives of the various public agencies would be given the opportunity to address the Board first, and then members of the public would have the opportunity. He also informed the audience that the speakers would be provided 3-minutes in which to make their comments. Staff took the opportunity to enter the documents utilized during the presentations into the record, and they were marked and entered as follows:

Exhibit A - The Staff report and all attachments, including the Final Environmental Impact Report - ATV Adventure Trails of the Eastern Sierra and the handout noted "Frequently Asked Questions and its attachments identified as Additional Project

Information Handouts #1, #2, #3 and #4, and all verbal and electronic presentations.

- Exhibit B - Additional correspondence received by the Board of Supervisors after the Staff Report for the meeting was published on January 22, 2015 and provided to the Board and the public prior to the hearing.
- Exhibit C - Additional correspondence received which was not provided to the Board and the public prior to the hearing.
- Exhibit D - A copy of an article from the Journal of Park and Recreation Administration titled Managing Visitor Impacts in Parks: a Multi-Method Study of the Effectiveness of Alternative Management Practices submitted by Mr. Joe Gibson of Meridian Consultants.
- Exhibit E - A Copy of a Masters Paper by Carolyn Grace Widman titled Discouraging Off-Trail Hiking to Protect Park Resources: Evaluating Management Efficacy and Natural Recovery submitted by Mr. Joe Gibson of Meridian Consultants.
- Exhibit F - Revised Resolution certifying the Final EIR.
- Exhibit G - Revised Resolution designating the individual routes being approved, which will ultimately become 7 individual resolutions, one for each route approved.
- Exhibit H - A draft of the CEQA findings.

Recess/
Reconvene

The Chairperson recessed the special meeting and public hearing at 12:02 p.m., to reconvene in open session in the public hearing at 1:20 p.m., with all Board Members present.

The following people from agencies addressed the Board:

Jan Sudomier of the Great Basin Unified Air Pollution Control District cited an example of why she is disappointed in the County's response to a dust complaint.

Marty Hornick of the U.S. Forest Service addressed potential concerns with the proposed routes and proper monitoring and adequate law enforcement.

Staff responded to questions from the Board regarding the Aberdeen route, and the concern with law enforcement identified by USFS and DWP.

The following members of the public addressed the Board:

Andrew Schier of Bishop questioned the economic benefit associated with motorized recreation.

David Lee opposed the project.

Lynne Greer supported the project.

Dan Stone, representing Vets Helping Vets, supported the project saying this provides access to the disabled.

Roz Gorham opposed the project.

Steve Canter of Vets Helping Vets supported the project.

Denise Waterbury was opposed to the Cowboy Kiosk signs and the project.

Scott Knapp opposed the project because of dust and noise.

Todd Vogel opposed the project questioning the adequacy of the EIR.

Dan Conner opposed the project addressing concerns with local CHP enforcement.

Frank Stewart opposed the project, questioning the adequacy of the EIR and the fact that the EIR approves the routes originally requested and not just the 8 that are being considered.

David Tanksley supported the project and encouraged the Board to adopt the EIR and approve the 7 routes that staff is recommending be approved.

Bill Mitchel opposed the project saying that he did not believe there was sufficient data.

Greg Welrick supported the project and requested the Board certify the EIR.

County Counsel requested that the documentation that has been presented from those addressing the Board thus far be entered into the record and it was entered into the record as

- Exhibit - I
- 1 – letter from Sgt. Doug Schuster, Boating Safety Supervisor, Mojave County Arizona Sheriff's Department, saying there has been no impact as a result of ATV's operating on the roadway.
 - 2 – correspondence from Jan Sudomier regarding a dust emission complaint.
 - 3 – emails from individuals supporting the project.
 - 4 – David Lee letter opposing the project.
 - 5 – action Alert flyers signed by supporters of the project.
 - 6 – action alert flyers signed by supporters of the project.
 - 7 – a Honda TRX700XX, a Polaris Sportsman 550, and Yamaha YXR66FW Owners Manuals warning against operating ATV on paved surfaces.
 - 8 – letter from Adventure Trail System of the Eastern Sierra LLC, the Applicants, proposing the Board consider 8 routes, signed by Dick Noles.
 - 9 – letter from Frank Stewart identifying the reasons he is opposing the project.

Diana Cunningham opposed the project because of damage to the resource and concern with sufficient enforcement.

Michael Prather opposed the project expressing concern with trail propagation that was identified by DWP.

Jennifer Williams of the Mono County VFW, supported the project saying it is important to provide access to the handicapped.

John Harris supported the project saying he felt having a route go by his house would increase his property value. He presented action alert flyers signed by those supporting the project and they were marked and entered into the record as follows:

- Exhibit J Action alert flyers signed by supporters of the project which were presented by Mr. Harris and several of the following speakers and combined as Exhibit J.

Doug Brown supported the project saying that he thinks it will help promote recreation and the local economy.

Pam Vaughn opposed the project because of the damage it will do to the land and suggesting this go on the ballot.

Sam Dean supported the project because it promotes another aspect of recreational activities and it will help the local economy. He provided copies of the action alert flyers signed by supporters of the project. These documents were marked and entered into the record as follows:

Jeffrey Wenger supported the project saying he would like to see the project move into Mono County.

Nick Sprague opposed the project saying he does not believe it will be a benefit to the area.

Alex Yerkes supported the project saying it will help boost the areas failing economy and to support education for the users.

James Wilson opposed the project.

Recess/
Reconvene

The Chairperson recessed the special meeting and public hearing at 2:50 p.m. to reconvene in open session in the public hearing at 3:00 p.m., with all Board Members present.

The Board continued to hear from members of the public as follows:

Joe Todd supported the project

Randy Short supported the project on behalf of wounded warriors and veterans.

Daniel Pritchett supported the wounded warriors, but opposed the project.

Em Holland who lives in Paradise opposed the project saying she believes the EIR is flawed.

Susan Greenleaf opposed the project.

Steve McLaughlin opposed the project and talked about potential and indirect impacts of the project that have not been identified.

Adam Garcia supported the project saying he thinks it will be good for the communities.

April Zrelak representing the Lone Pine Palute Shoshone Reservation expressed concern that any economic gain will be offset by impacts from increased dust.

Dave Patterson supported the project.

Tom Budlong opposed the project.

Charles Massieon opposed the project.

Marty Fortney supported the project and supported reinstating the Aberdeen Route, citing greater recreational opportunities for the visitors and a boost to the County's economy.

Linda Arcularius addressed the Board to support the project and provided additional information to provide context to the debate.

Nate Gratz, supported the project and explained that because he is a paraplegic the only way he has an opportunity to enjoy the backcountry is on an off-road vehicle.

Sydney Quinn opposed the project questioning whether the EIR addresses the CEQA requirements for cumulative impacts.

Gregg Smith opposed the project.

Jon Patzer supported the project explaining he has concern for the loss of local jobs and recreational opportunities for our visitors.

Bruce Cotton, a disabled veteran, supported the project because it provides more access for the disabled.

Ileene Anderson of the Center for Biological Diversity opposed the project, asking the Board to reject the EIR because it addresses more than just the 7 routes being proposed today.

Darla Heil opposed the project.

Sue Hutson opposed the project saying that the project will not help the economy if it damages the resource.

Kathy Heater opposed the project.

Caryn Todd supported the project because it will help the local economy.

Recess/
Reconvene

The Chairperson recessed the special meeting and the public hearing at 4:15 p.m., to reconvene in open session in the public hearing at 4:35 p.m., with all Board Members present.

The Board discussed the project with the individual Board Members responding to public comments and asking questions about certain aspects of the project including (a) the process for the Safety Determinations by the CHP on future applications; (b) local law enforcement; (c) citizen participation in the enforcement process; (d) the County's ability to assist with the law enforcement efforts on federal and City of LADWP lands; (e) the process whereby further routes are considered; (f) signage; (g) the Mitigation Monitoring and Reporting Plan; (h) air quality; (i) noise levels and monitoring; (j) economic analysis; (k) the adequacy of the EIR; (l) information that can be obtained as a result of a managed system; (m) how to reconcile OHV owners manual cautions regarding operations of off road vehicles on hard surfaces. Staff, the Consultant, and Special Council, responded to the Board Members questions and comments. The Chairperson closed the public hearing at 5:50 p.m. The Board went into its deliberations on the project.

Supervisor Griffiths said in looking at the assertions of the FEIR that the Program will reduce impacts because of education and signage and proper mitigation and monitoring, that he believes the implementing procedures can be strengthened in order to regulate and control the system so that actual reduction of impacts are accomplished. He suggested the following five changes to the implementing procedures:

1. The Board should consider passing an ordinance that would allow Inyo County law enforcement to enforce resource damage on City of Los Angeles Department of Water and Power and federal lands, which would need to go through the public process to adopt an ordinance.
2. In the development of the baseline data satellite and/or aerial photography will be used to determine exactly what is on the ground now and, as the Program proceeds, to help accurately determine whether there has been any proliferation or resource damage, and extending this information to the end point of the route so that if the end point is an off road vehicle area then the County can assess what sort of impacts are there on the ground.
3. With regard to strengthening the reporting system, some of which is already detailed in no. 13 of the Implementing Procedures, create a web site that the public and/or land management agencies could report damage or user conflicts that they see.
4. With regard to monitoring, there are currently three days dedicated for monitoring, there needs to be more time dedicated for this activity. Mr. Quilter explained that the type of equipment used to perform this monitoring is maxed at three days. The Board and staff discussed this and it was suggested that the monitoring could be performed multiple times in a year instead of just one three-day period per year.
5. There is process for route closures is expanded to include a process for temporary route closures, so that if a problem is identified, the route may be temporarily closed until the issue is resolved, then the route could be reopened.

The Board Members went on to talk about the project with Supervisor Tothorh saying that his questions had been resolved during the previous discussion and saying that he supported Supervisor Griffith's suggestions for strengthening the Implementing Procedures. In responding to a question from the Board regarding the next step in the process should the Board wish to consider Supervisor Griffith's recommendations for strengthening the Implementing Procedures, Mr. Greg James, Special Counsel, explained that the Board will need to make a motion to certify

that the FEIR was prepared in compliance with CEQA, was presented to and considered by the Board of Supervisors, and certifying that the FEIR reflects the independent judgment of the Board of Supervisors. Mr. James went on to explain that if the Board takes that action, then the Board could proceed to evaluate and choose the routes to be approved. He also said the Implementing procedures could be amended and brought back later this evening to be adopted with the changes suggested by Supervisor Griffiths based on the Board's direction. Supervisor Kingsley expressed his support for the project and asked for a motion. Supervisor Tillemans indicated that he wanted to make a motion to certify the FEIR but prior to doing that he wanted to make some comments to explain his motion and position. He cited a trip to Sedona, Arizona, where there is a large amount of off road vehicle use, as an example of a managed trail system that is very effective. He said that he believes a managed trail system could be beneficial to mitigating possible current impacts to the resources that may be occurring as a result of a non-managed system. He also explained that this Program, which is California law, is the result of a local grassroots effort, and he believes it is his job to support these types of efforts. He went on to remind everyone that this is a pilot project that has a sunset date and encouraged everyone to let the Project move forward, allow the baseline data to be accumulated to provide the information to make an informed decision on whether a managed trail system will work in our area. Supervisor Pucci said that with the applicant's modifications to the project to reduce the number of routes from 36 to 7, he believes this is now truly a pilot project. He noted that the residential and neighborhood routes which appeared to be the most controversial have been removed and that with the changes suggested by Supervisor Griffiths to strengthen the Implementing Procedures, there is a great opportunity to monitor the project for not only the negative impacts but also for the positive impacts.

Resol. #2015-07/
Certifying FEIR for
Adventure Trails
System Complies
with CEQA

On a motion by Supervisor Tillemans and a second by Supervisor Pucci, Resolution No. 2015-07 was adopted, certifying that the Final Environment Impact Report (FEIR) for the Eastern Sierra ATV Adventure Trails System Project was prepared in compliance with CEQA, was presented to and considered by the Board of Supervisors, and certifies that the FEIR reflects the independent judgment of the Board of Supervisors, and revises the County's Implementing Procedures concerning the Project as detailed in today's discussion: motion unanimously passed and adopted. (Exhibit A – Mitigation Monitoring and Reporting Plan was added after the break.) (Separate motion approving Exhibit B.)

The Board and staff went on to discuss the proposed routes to be approved for the project which were Routes #5, #6, #7, #9 and #15 in the Bishop Area, Route #1 in Independence, and Route #1 in Lone Pine. Moved by Supervisor Griffiths and seconded by Supervisor Totheroh to accept the applications for the 7 routes and direct staff to return with either one all encompassing resolution or seven individual resolutions accepting the routes. Motion carried unanimously.

Recess/
Reconvene

The Chairperson recessed the special meeting and the public hearing at 6:27 p.m. to reconvene in open session at 8:30 p.m., with all Board Members present.

County Counsel reviewed the Board's actions regarding the adoption of a Resolution that certifies the FEIR as required by CEQA. She also explained that there are two attachments to the resolution, one is the modifications to the Implementing Procedures identified by Supervisor Griffiths and the other is the Mitigation and Monitoring Plan which was approved by the Resolution. Ms. Kemp-Williams explained that there are two versions of the modifications to the Implementing Procedures for the Board to review and whichever one the Board approves as best reflecting the Board's directions concerning the modification will be included as Exhibit B to the Resolution.

The Board heard from Mr. Clint Qulter, Public Works Director, and Mr. Courtney Smith, Transportation Planner, who reviewed the differences in the documents, specifically Section 12. The Board and staff discussed the wording of Section 12 of Exhibit B in detail, as well as the section designations of 11, 19, and 23, changing the wording in Section 14d to include a 7 day survey, in Section 14F to include the website, adding Section 20 to address temporary route closures; and in Section 24 adding the word "consider" in front of pass.

Moved by Supervisor Griffiths and seconded by Supervisor Totheroh to accept Exhibit B to Resolution #2015-07 as amended to have Section 12 read "Using aerial or satellite imagery, Inyo County will create a baseline that encompasses the area adjacent to each designated route, including the end point in a manner adequate to identify and monitor route proliferation," and other changes discussed above. Motion carried unanimously.

County Counsel went on to explain and provide the Board with copies of individual resolutions approve each of the 7 routes, which were prepared per the Board's directions.

Resol. #2015-08/
Approving Bishop
Rt. #05 of the
Adventure Trails
System

On a motion by Supervisor Pucci and a second by Supervisor Griffiths, Resolution No. 2015-08 was adopted designating Bishop Route #5 as identified in the Eastern Sierra ATV Adventure Trails System Project Application as a combined route and adopting certain mitigation measures identified in the FEIR and adopting rules and regulations for the use of the route; motion unanimously passed and adopted.

Resol #2015-09/
Approving Bishop
Rt. #6 of the
Adventure Trails
System

On a motion by Supervisor Griffiths and a second by Supervisor Pucci, Resolution No. 2015-09 was adopted designating Bishop Route #6 as identified in the Eastern Sierra ATV Adventure Trails System Project Application as a combined use route and adopting certain mitigation measures identified in the FEIR and adopting rules and regulations for the use of the route; motion unanimously passed and adopted.

Resol. #2015-10/
Approving Bishop
Rt. #7 of the
Adventure Trails
System

On a motion by Supervisor Totheroh and a second by Supervisor Pucci, Resolution No. 2015-10 was adopted designating Bishop Route #7 as identified in the Eastern Sierra ATV Adventure Trails System Project Application as a combined use route and adopting certain mitigation measures identified in the FEIR and adopting rules and regulations for the use of the route; motion unanimously passed and adopted.

Resol. #2015-11/
Approving Bishop
Rt. #9 of the
Adventure Trails
System

On a motion by Supervisor Tillemans and a second by Supervisor Griffiths, Resolution No. 2015-11 was adopted designating Bishop Route #9 as identified in the Eastern Sierra ATV Adventure Trails System Project Application as a combined use route and adopting certain mitigation measures identified in the FEIR and adopting rules and regulations for the use of the route; motion unanimously passed and adopted.

Resol. #2015-12/
Approving Bishop
Rt. #15 of the
Adventure Trails
System

On a motion by Supervisor Tillemans and a second by Supervisor Griffiths, Resolution No. 2015-12 was adopted designating Bishop Route #15 as identified in the Eastern Sierra ATV Adventure Trails System Project Application as a combined use route and adopting certain mitigation measures identified in the FEIR and adopting rules and regulations for the use of the route; motion unanimously passed and adopted.

Resol. #2015-13/
Approving Indy Rt.
#1 of the Adventure
Trails System

On a motion by Supervisor Tillemans and a second by Supervisor Pucci, Resolution No. 2015-13 was adopted designating Independence Route #1 as identified in the Eastern Sierra ATV Adventure Trails System Project Application as a combined use route and adopting certain mitigation measures identified in the FEIR and adopting rules and regulations for the use of the route; motion unanimously passed and adopted.

Resol. #2015-14/
Approving L.P. Rt.
#1 of the Adventure
Trails System

On a motion by Supervisor Griffiths and a second by Supervisor Tillemans, Resolution No. 2015-14 was adopted designating Lone Pine Route #1 as identified in the Eastern Sierra ATV Adventure Trails System Project Application as a combined use route and adopting certain mitigation measures identified in the FEIR and adopting rules and regulations for the use of the route; motion unanimously passed and adopted.

County Counsel went on to provide the Board with a copy of a resolution that makes findings required by CEQA for the individual 7 designated combined use routes and adopting the Mitigation Monitoring and Reporting Program.

Resol. #2015-15/
CEQA Designate
Combined Routes
& MMP

On a motion by Supervisor Pucci and a second by Supervisor Tillemans, Resolution No. 2015-15 was adopted, making findings required by CEQA with regard to the 7 routes designated as combined use routes in the Adventure Trails System and adopting the Mitigation Monitoring and Reporting Program; motion unanimously passed and adopted.

Exhibit I



December 2, 2015

Courtney Smith
 Transportation Planner
 Inyo County LTC
 168 North Edwards Street
 Independence, CA 93526

Inyo County AB 628 Classification Survey

Introduction

This letter presents the results of a custom traffic classification survey conducted at six locations throughout Inyo County, California between November 5th, 2015 and November 8th, 2015. This custom traffic classification survey collected a total of 72 hours of data at each of the six study locations. The purpose was to collect usage data on combined-use routes within Inyo County.

Count Locations

The six count locations are shown in **Table 1**. Each of these locations are along a designated combined-use route. The locations are located near the communities of Bishop, Independence, and Lone Pine.

Road	Location	Nearest Community	Estimated Traffic Volume
Mazourka Canyon Road	On a dirt portion of the road about 7.2 miles from US 395	Independence (about 7.2 miles east of US 395)	<100 vehicles per day
Mazourka Canyon Road (dirt)	About 100 yards east of Clay Street	Independence (on the edge of town)	<100 vehicles per day
Lubken Canyon Road	100-200 yards west of US 395	Lone Pine (about a mile south of town)	<100 vehicles per day
Horseshoe Meadows Road	About 100 yards south of Lubken Canyon Rd	Lone Pine (about five miles SW of town)	~100-400 vehicles per day depending on the season
Poleta Road	About 100 yards east of Laws Poleta Road	Bishop (a few miles east of town)	~200-500 vehicles per day
Silver Canyon Road	Between Joe Smith Road and Laws Poleta Road	Bishop (a few miles east of town)	<100 vehicles per day

Table 1. Count Locations

Traffic Works, LLC
 6170 Ridgeview Court, Suite B
 Reno, NV 89519
 775.322.4300
 www.Traffic-Works.com

Methodology

Data was collected with video recording technology which was placed in the field for 72 hours at each site. The equipment was installed in the field during the afternoon and evening of Thursday, November 5th and was taken down during the afternoon and evening of Sunday, November 8th. The video files were reviewed and data compiled in the office after it was collected. All roadway user volumes shown in this report are the aggregate totals of all roadway users traveling in both directions along the study roadways.

Classifications

During data breakdown, roadway users were categorized into the following classifications:

- Quads/ATVs
- UTVs/Side by Sides
- Cars
- Pickups/Jeeps (4x4)
- Pickups w/ trailer
- Single-Unit Trucks
- Large Trucks
- Bicycles
- Pedestrians
- Equestrians
- Dirt Motorcycles
- Street Motorcycles

Results

Figure 1 shows the total volume of all users recorded at each site during the full 72 hour period. This graph shows that the Poleta Road location had the highest use followed by Silver Canyon Road.

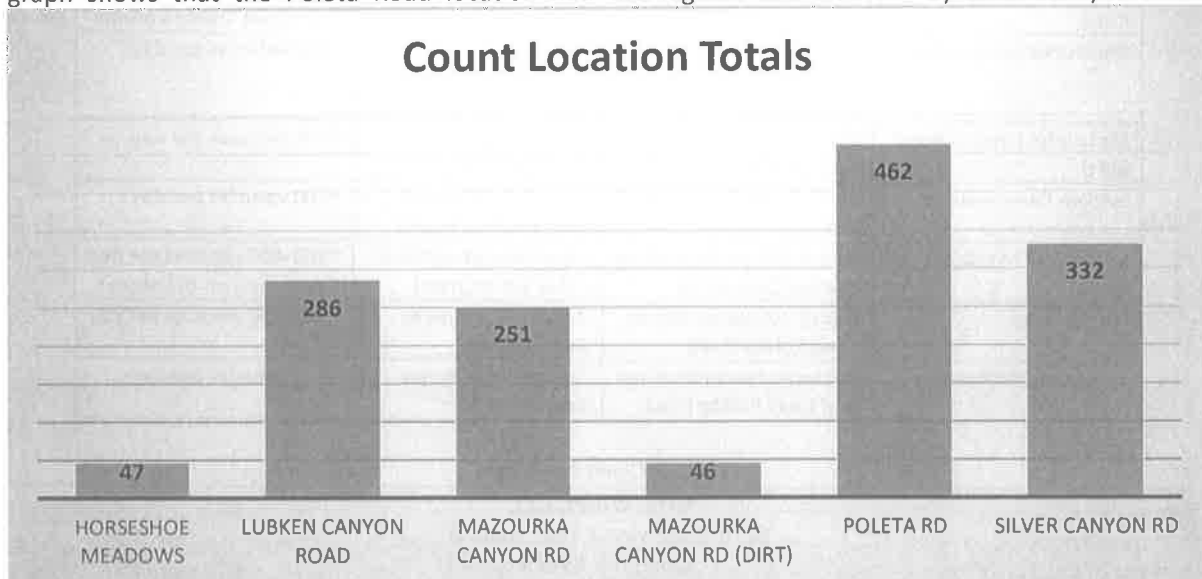


Figure 1. Count Location Totals

Mazourka Canyon Road (Dirt Road) recorded the lowest total volume, followed by the Horseshoe Meadows locations. A high percentage of the use on Mazourka Canyon Road was dirt motorcycles. Quads, ATVs, Side-by-Sides and other Off Highway Vehicles were observed throughout the study locations.

A graph for each location detailing the total volume recorded under each classification category is included in **Appendix A**. Additional information regarding the hourly classification totals for each location can be found in the attached data sheets.

Thank you for this opportunity to assist the Inyo County Local Transportation Commission with this matter.

Please do not hesitate to contact us at 775.322.4300 with any questions or concerns.

Sincerely,
TRAFFIC WORKS, LLC

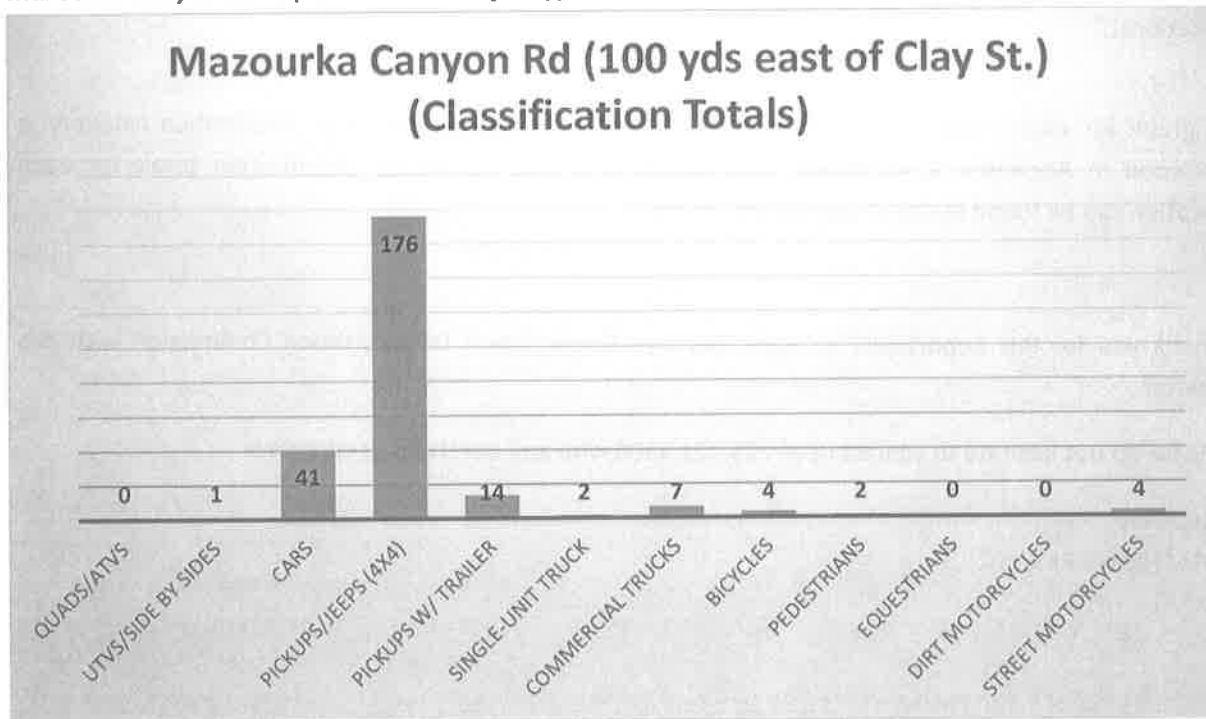
Loren E. Chilson, PE

Principal

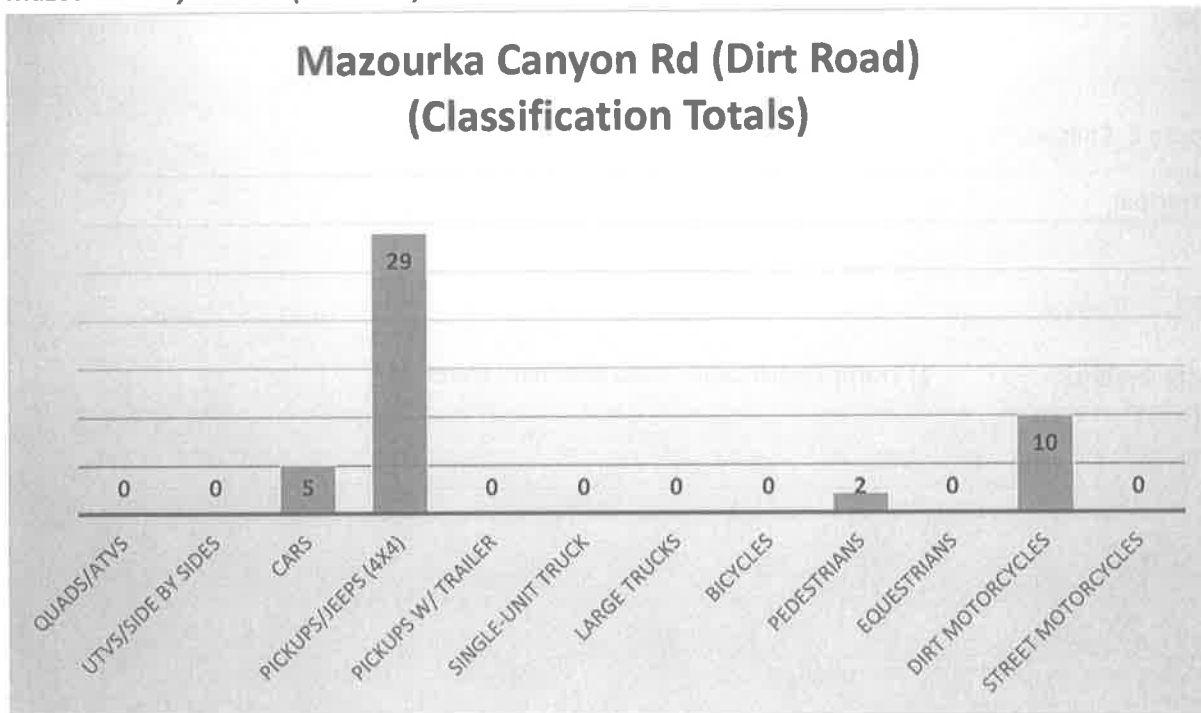
Attachments: 1) Traffic Classification Data Summary Sheets (6)

APPENDIX A

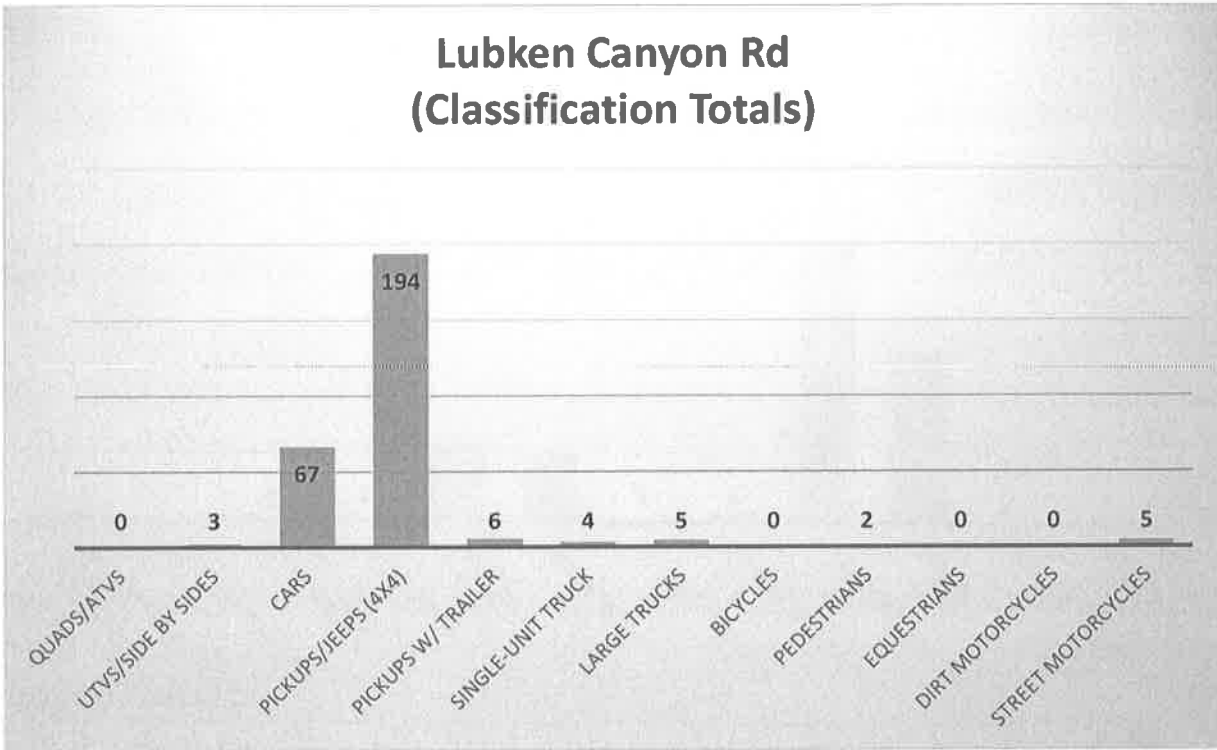
Mazourka Canyon Road (100 Yards East of Clay)



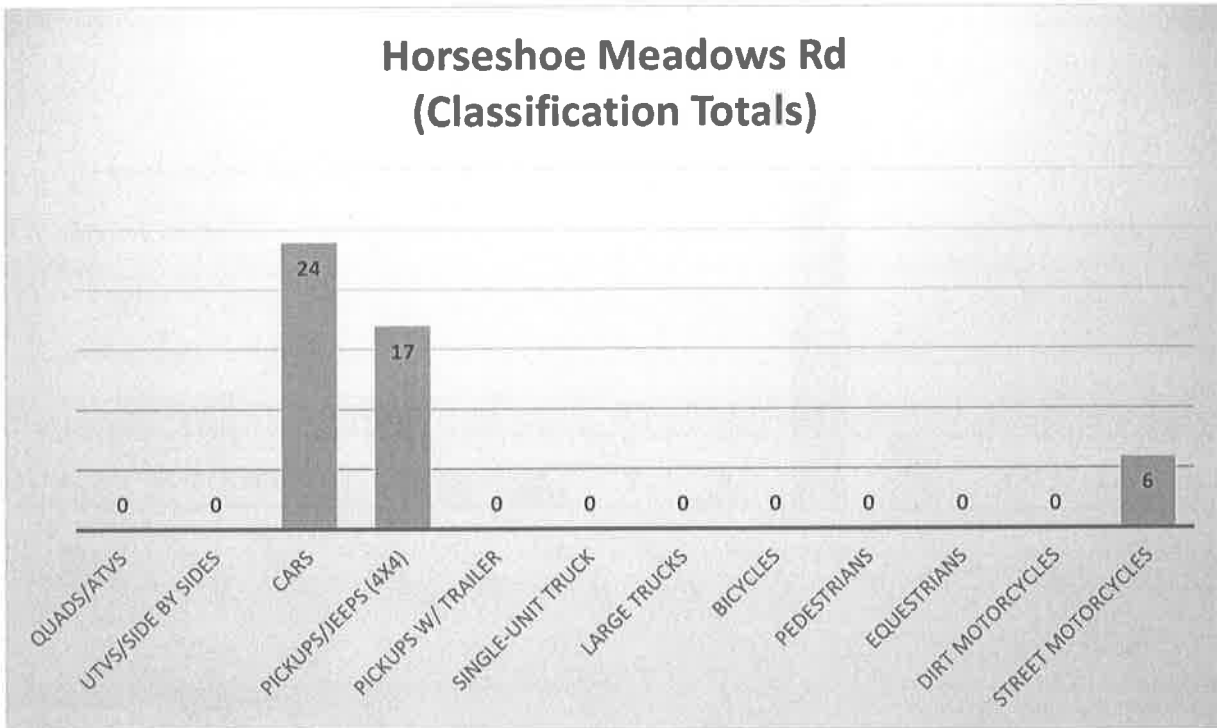
Mazourka Canyon Road (Dirt Road)



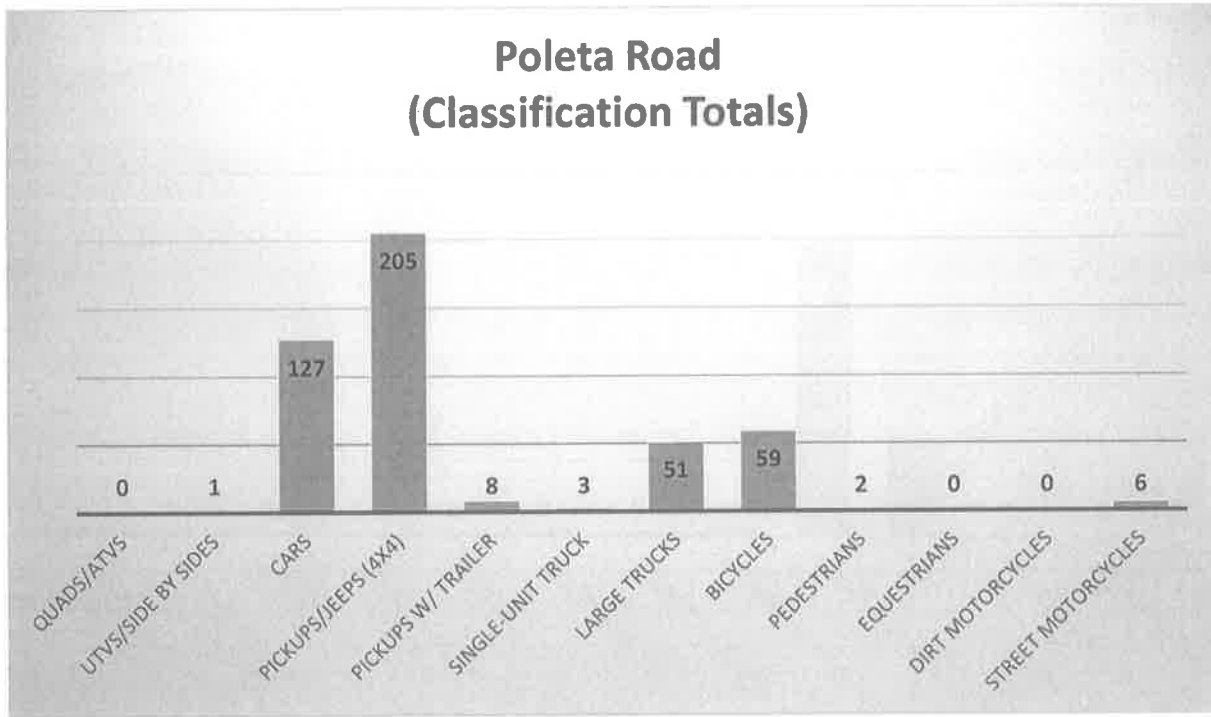
Lubken Canyon Road



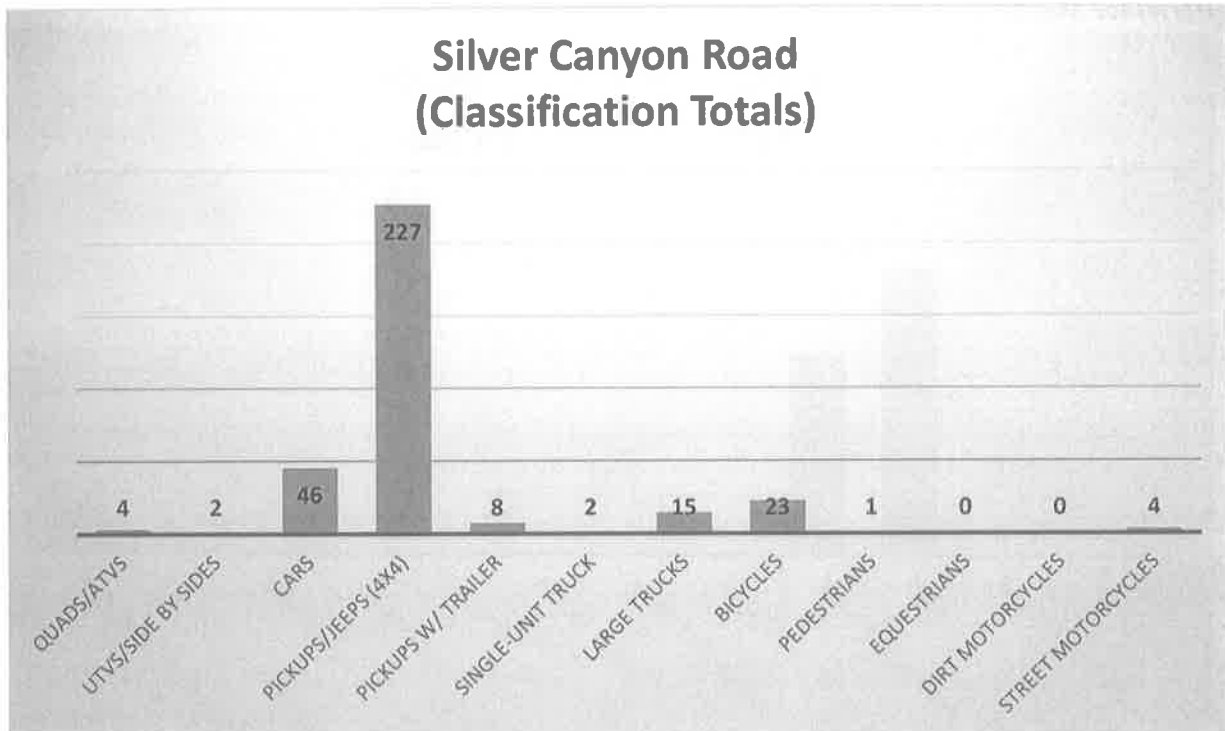
Horseshoe Meadows Road



Poleta Road



Silver Canyon Road





ROAD DEPARTMENT
P.O. DRAWER Q
INDEPENDENCE, CALIFORNIA 93526
(760) 878-0201
(760) 878-2001 FAX

**County of
INYO**

Clint Quilter – Road Commissioner
Chris Cash – Road Superintendent

December 14, 2016

Courtney Smith
Transportation Planner
Inyo County Public Works Dept.
168 North Edwards Street
Independence, CA 93526

Inyo County Combined Use Traffic Counts

Introduction

This report is the findings of a traffic classification survey conducted at three locations throughout Inyo County, California between December 1st, 2016 and December 20th, 2016. This traffic classification survey collected a total of 120 hours of data at each of the three locations and included Saturday and Sunday. The purpose of this traffic classification survey was to collect usage data on three of the combined-use routes within Inyo County.

Count Locations

The three locations are represented in **Table 1**. Each of these locations is along a designated combined-use route. The locations are located near the communities of Lone Pine, Independence, and Bishop CA.

Road	Location	Nearest Community	Estimated Traffic Volume
Lubken Canyon Road	100 Yards East of US 395	Lone Pine (roughly 2 miles south of town)	<100 Vehicles Per Day
Mazourka Canyon Road	100 feet east of Clay street	Independence (on the edge of town)	<100 Vehicles Per Day
Poleta Road	Roughly 200 yards East of Poleta Laws Rd	Bishop (roughly 3 miles East of town)	>100 Vehicles Per Day

Table 1. Count locations

Methodology

The data collected for this classification survey was conducted at each of the three sites using an Icoms TMS-SA4 radar traffic counter. The traffic counter measures vehicle length. The vehicle lengths were divided into four classifications as described below. Data was collected over a three week period beginning December 1st, 2016 through December 20th, 2016. The equipment was placed at each of these locations for five days; for a minimum of 120 hours of data that was collected at each site. The collection periods always started on a Thursday morning and ending the following week on Tuesday morning. This allows for a two day period to download/ review the data and for an overnight charging of the equipment between moving to the next location. All roadway user volumes shown in this report are the aggregate totals of all roadway users traveling in both directions along the study roadways.

Classifications

After compiling the data, travelers on the combined-use routes were categorized into the following categories:

- Category 1: Vehicles ranging from 0-8 feet in length. Roadway users in this category may include pedestrians, bicycles, motorcycles, and ATV/UTV.
- Category 2: Vehicles from 9-20 feet in length. Roadway users in this category may include automobiles including cars, SUV, and passenger pickup trucks.
- Category 3: Vehicles from 21-40 feet in length. Roadway users in this category may include large SUV, full size pickup trucks, full size pickup trucks pulling trailers, large dump trucks, and RV camper trailers.
- Category 4: Vehicles from 41-82 feet in length. Roadway users in this category may include large dump trucks, and semi-trucks pulling trailers.

Results

Figure 1 shows the total volume of all users counted at each location during the 5 day study at each location.

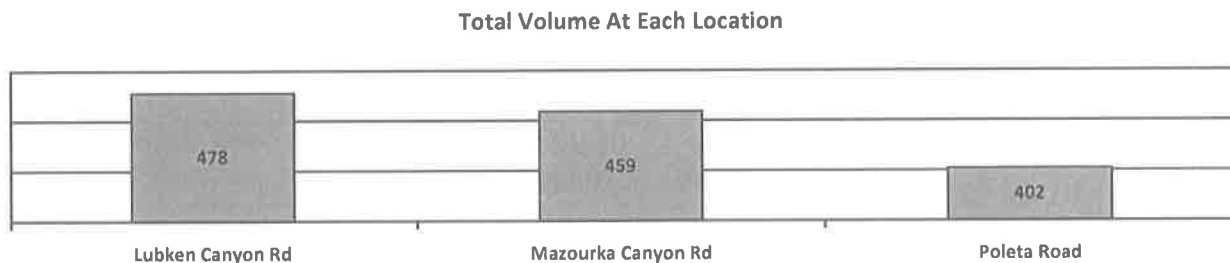
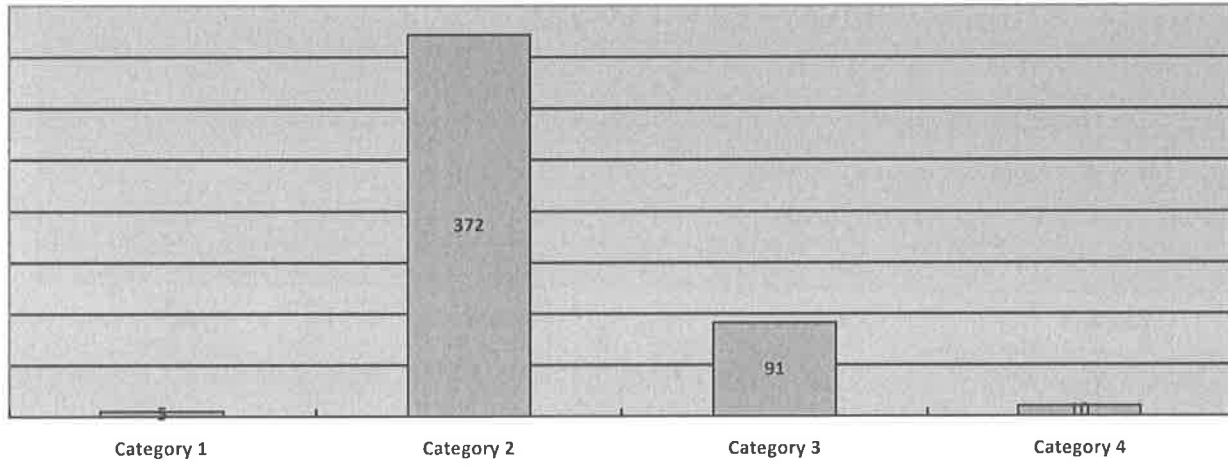
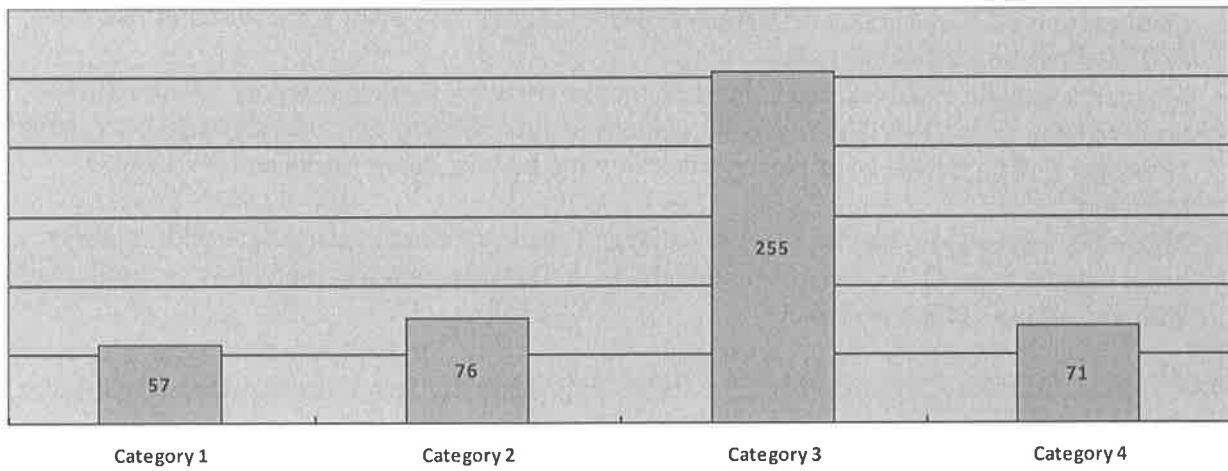


Figure 1

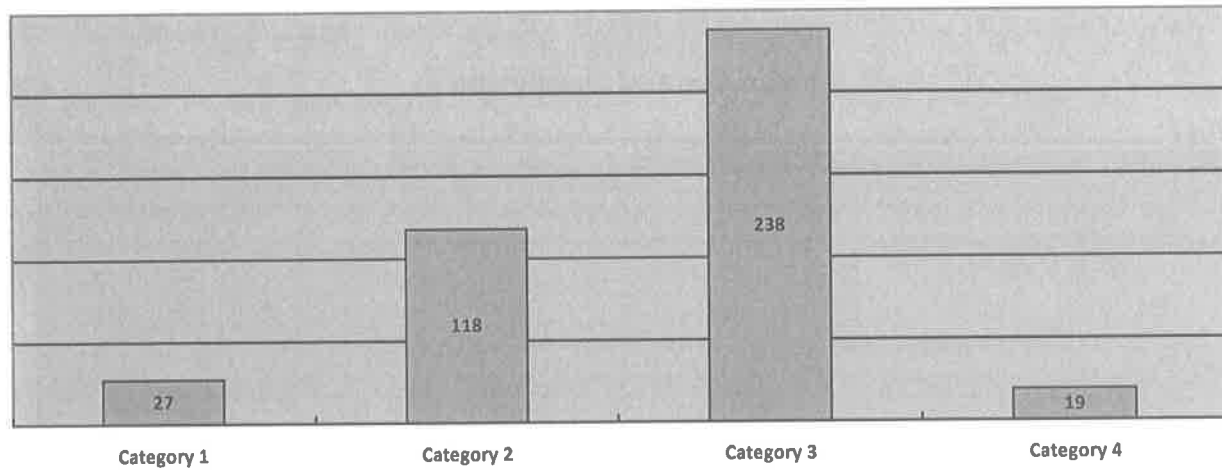
Lubken Canyon Road Category totals



Mazourka Canyon Rd Category totals



Poleta Road Category totals



Results Continued,

- Lubken Canyon Road recorded highest total volume of roadway users, followed by Mazourka Canyon Road and then by Poleta Road.
- Mazourka Canyon Road had the highest volume of roadway users in category 1 with roadway users ranging from 0-8 feet in length; Roadway users in this category may include pedestrians, bicycles, motorcycles, and ATV/UTV.
- Lubken Canyon Road had the highest volume of roadway users in category 2 with roadway users ranging from 9-20 feet in length; Vehicles in this category may include automobiles like cars, SUV and passenger pickup trucks.
- Mazourka Canyon Road had the highest volume of roadway users in category 3 with roadway users ranging from 21-40 feet in length; vehicles in this category may include large SUV, large passenger pickup trucks, large pickup trucks towing trailers, dump trucks and RV camper trailers.
- Mazourka Canyon also had the highest volume of roadway users in category 4 with roadway users ranging from 41-82 feet in length; vehicles in this category may include large dump trucks and semi-trucks pulling trailers.

Donald Gockley
County of Inyo Road Department
Po Drawer Q
Independence, California 93526
(760) 878-0201
(760) 878-2001 Fax

Inyo County Combined Use Routes Traffic Counts in 2017-2018

Bishop No. 5 Sunland Road And Warm Springs				
Date	Cars	Pedestrians	Bicycles	ATV/UTVs
10/5/18	7	0		0
10/6/18	18	0	1	0
10/7/18	16	0		0

Counts were completed with a stop motion camera. Camera was placed adjacent to Sunland Road just south of solid waste (dump) parcel.

Bishop Nos. 6 & 7 Pleasant Valley Dam Road					
Date	Day of Week	Cars	Heavy Vehicles	Bicycles	ATV/UTVs
12/29/2017	Friday	204	4	5	2
12/29/2017	Saturday	369	0	7	0
12/29/2017	Sunday	272	3	4	4
Total		845	7	16	6

Counts were completed with a video traffic counter. Counter was placed adjacent to Pleasant Valley Dam Road just south of Pleasant Valley Campground. Counts total vehicles traveling in both directions.

Bishop No. 9 Bir Road					
Date	Day of Week	Cars	Heavy Vehicles	Bicycles	ATV/UTVs
9/1/18	Friday	204	4	5	2
9/2/18	Saturday	369	0	7	0
9/3/18	Sunday	272	3	4	4
Total		845	7	16	6

Counts were completed with a stop motion camera. Camera was placed adjacent to Barlow Road just south of Sunland. Counts total vehicles traveling in both directions.

Bishop No. 15 Silver Canyon Road					
Date	Day of Week	Cars	Heavy Vehicles	Bicycles	ATV/UTVs
12/15/2017	Friday	3	1	0	0
12/16/2017	Saturday	76	5	0	0
12/17/2017	Sunday	87	2	0	1
Total		166	8	0	1

Counts were completed with a video traffic counter. Counter was placed adjacent to Silver Canyon Road just east of Laws Poleta Road. Counts total vehicles traveling in both directions.

Lone Pine No. 1 Sunland Road And Warm Springs					
Date	Day	Cars	Pedestrians	Bicycles	ATV/UTVs
9/21/2018	Friday	40	0	0	0
9/22/2018	Saturday	67	0	0	0
9/23/2018	Sunday	69	0	0	0

Counts were completed with a stop motion camera. Camera was placed along the middle portion of Lubkin Canyon Road.

Independence No. 1 Sunland Road And Warm Springs					
Date	Day	Cars	Heavy Vehicles	Bicycles	ATV/UTVs
8/26/2018	Sunday	49	2	0	0

Counts were completed with a stop motion camera. Camera was placed along the middle portion of Mazourka Canyon Road. Information only collected on one day.

Exhibit J

MEETING NOTES OF December 15th, 2015 MEETING

BOARD OF SUPERVISORS:

DAN TOTHEROH
RICK PUCCI
JEFF GRIFFITHS
MATT TILLEMANS
MATT KINGSLEY

FIRST DISTRICT
SECOND DISTRICT (VICE-CHAIR)
THIRD DISTRICT
FOURTH DISTRICT
FIFTH DISTRICT (CHAIR)

STAFF:

CLINT QUILTER
COURTNEY SMITH

PUBLIC WORKS DIRECTOR
SENIOR TRANSPORTATION PLANNER

The Public Works Department presented Eastern Sierra Adventure Trails Draft Report to the Legislature and requested the Board A) conduct a public hearing to take public comment on the Eastern Sierra ATV Adventure Trails System Pilot Project; and B) approve the submittal of a Report to the Legislature summarizing the Assembly Bill 628 Pilot Project

The Chairperson opened the public hearing at 11:38 a.m. to take public comment on the Eastern Sierra ATV Adventure Trails System Pilot Project;

Mr. Courtney Smith, Senior Transportation Planner, presented the Eastern Sierra Adventure Trails Combined Use Pilot Project Report to the California Legislature as required by AB 628 and summarized the report.

The Chairperson asked for public comment on the Project.

Mike Johnston, President of the Eastern Sierra 4WD Club, supported the project and said that the OHV organizations support access and staying on designated routes. He emphasized how important education is to the Project and said that the various OHV groups are doing their part to educate users.

Earl Wilson, Lone Pine Resident, stated that he believes signage is required to more clearly mark the end of the combined-use routes. He would like to see a sign that reads: "No ATV use beyond this point." He said that currently there is a plastic stake on the ground to denote the location. He lodged complaints regarding two illegal uses of non-street legal vehicles. One was an ATV driving with spotlights at 9:00 p.m. on Horseshoe Meadows Road on the curve before Carroll Creek and the second was a sand rail traveling at a high rate of speed on Movie Flats Road. The Chairperson clarified that while the activity he cited was illegal, the incidents had not occurred on the Pilot Project ATV approved routes.

Philip Anaya of Bishop said that he believes that ATVs tend to abuse their privilege of access. He went on to say that marketing for these vehicles emphasizes the conquest of nature and that few OHVs don't speed. He stated he believes the County is taking on a large liability risk through Section 38026.1(d)(1) of the Vehicle Code and that this burden goes to all taxpayers in Inyo County. (It was clarified later in the discussion that insurance is required.)

Doug Brown, Bishop Area Resident, said that he fully supports the Project. He said that his family operates businesses on leased City of Los Angeles Department of Water and Power (LADWP) land. He said that two of the businesses are at the start points of two approved combined-use routes that have not been opened because of access issues with LADWP and he would like to see these routes opened as soon as possible. He went on to report that he hasn't heard of any ill effects created by the project so far.

Glen Clark of Bishop thanked the Supervisors for their support of the Project, saying this is a great program for the County. He went on to say that the County needs this program and it will provide many benefits to our County.

Steve Toomey said that the project is great, though it is too fragmented and he thought the Project would be more effective if it provided greater coverage.

Randy Gillespie, of the Eastern Sierra Adventure Trails System, LLC., stated that the Project has gone smoothly so far. He said he felt the only negative is that more routes haven't been designated. He suggested that if additional data is needed, the State should look to similar projects in Utah that have been on the ground for more than ten years.

Supervisor Jeff Griffiths took the opportunity to clarify, in answer to Mr. Anaya's comments regarding insurance liability, that insurance is required by users of the combined-use routes per the Vehicle Code.

Supervisor Mark Tillemans said everyone is concerned with the environment and this Project highlights the difference between managed vs. unmanaged. He went on to say education is key to making this Program successful in protecting the environment. He noted that the program is already in place, and the legislation extended the allowable limit for combined-use from 3 to 10 miles to suit our rural setting in order to better maximize environmental protections offered by a managed route system.

Supervisor Rick Pucci supported moving forward to expand the Program, saying the only complaint he has heard is that there are not enough routes. He noted that the Project was whittled down to 7 routes and it is a shame the County has only been able to open three routes. He also noted that the use of the County combined-use roads by OHVs is only allowed during daylight hours.

Supervisor Dan Totheroh concurred that he hasn't heard any negative comments on the combined-use routes; but has heard negative comments about OHVs from areas where there are not combined-use routes.

Supervisor Jeff Griffiths agreed that he also has not heard negative comments about the designated routes, and now it is time to see what happens with the State regarding the amount of data that is available by submitting the report.

Supervisor Totheroh had heard a complaint that it was difficult to find and utilize the Monitoring and Reporting web page and asked staff to look into this complaint.

Supervisor Tillemans said the County had reached consensus out of controversy on this project and the County should pursue the necessary steps to open routes that link to U.S. Forest Service land.

The Chairperson, Supervisor Matt Kingsley, said he would like to see comments on the Program split between those that are specifically about the combined-use routes and those that are not applicable. He said he felt LADWP has hampered the feasibility of the Report by not providing the County with the access to open four of the approved routes. He said he supported having the County request a three year extension and noted that there are other California counties that would support our request to extend the pilot project so more data can be gathered, because they are interested in this type of project for their County. He said he doesn't believe there is enough data in the report for the Legislature to enact the Legislation into law.

Supervisor Pucci said that while he was traveling on one of the approved routes on an OHV there was a parked car that appeared to be taking notes. He said he must have been using the route appropriately because he has not heard any complaints.

Earl Wilson clarified his earlier comments saying he would like to see signs that read 1) this is the end of the Approved ATV Route, No ATVs Beyond This Point, and 2) This is the Turn-in to the combined-use route.

Supervisor Tillemans noted that he supports the revisions to the Report and to the cover letter that were made since the last meeting that stated there hasn't been enough time to gather information.

The Chairperson closed the public hearing at 12:15 p.m.,

Moved by Supervisor Rick Pucci and seconded by Supervisor Tillemans to approve the Report to the California Legislature summarizing the Assembly Bill 628 Pilot Project and authorize staff to submit. Motion carried unanimously.

Exhibit K

COUNTY OF INYO

Eastern Sierra Adventure Trails Draft Report

MEETING NOTES OF December 8th, 2015 MEETING

BOARD OF SUPERVISORS:

DAN TOTHEROH
RICK PUCCI
JEFF GRIFFITHS
MATT TILLEMANS
MATT KINGSLEY

FIRST DISTRICT
SECOND DISTRICT (VICE-CHAIR)
THIRD DISTRICT
FOURTH DISTRICT
FIFTH DISTRICT (CHAIR)

STAFF:

CLINT QUILTER
COURTNEY SMITH

PUBLIC WORKS DIRECTOR
SENIOR TRANSPORTATION PLANNER

The Public Works Department presented Eastern Sierra Adventure Trails Draft Report to the Legislature and requested the Board A) accept public comment on the Eastern Sierra ATV Adventure Trails System Pilot Project; B) conduct an initial review of a draft report to the California Legislature summarizing the Assembly Bill 628 combined use Pilot Project; and C) provide direction to staff regarding the draft report.

Mr. Courtney Smith, Senior Transportation Planner, presented the draft Eastern Sierra Adventure Trails Combined Use Pilot Project Report to the California Legislature as required by AB 628 and summarized the reporting requirements of the legislation. The Chairperson asked for public comment on the Project.

Earl Wilson, Lone Pine Resident, asked when and where the public hearing to consider the report would be held.

Randy Gillespie, project proponent, thanked County staff for compiling the report, and recommended the Board approve the report and direct staff to send it to the legislature. Mr. Gillespie noted that many people have commented on their enjoyment of the project so far, and expressed his hope that the program can be expanded in the future.

Supervisor Totheroh requested clarification of the traffic count study, asking whether the count was for one-way traffic, or included traffic in both directions. Mr. Smith clarified that the traffic count represented traffic in both directions. Supervisor Totheroh commented that the short time period the Adventure Trails has been operational has limited the ability to make conclusions on the impacts and successes of the project.

The Chairperson, Supervisors Kingsley, echoed Supervisor Totheroh's comments saying that he believes there is insufficient data to properly analyze the routes that have been open at this time. He suggested the County request the legislature extend the Project to allow the County to continue working with agencies like the Los Angeles Department of Water and Power (LADWP) and the U.S. Forest Service (USFS) to gain access to lands in order to open the remaining approved routes, which would give the County the opportunity to collect additional data on the Project and suggested the report be amended to include the request for an extension.

Supervisor Pucci commented that the County needs to continue working with other agencies so that the remaining four approved routes may be opened, and agreed that an extension on the Project would increase data to assess the viability of the Project.

Sam Dean, Bishop Resident, asked when the report was due, and suggested that the Board not ask for an extension unless it becomes evident that the Legislature is considering letting the legislation sunset. He went on to discuss the work the proponents are doing with agency landowners to allow the remaining approved routes to be opened.

Supervisors Tillemans commented that LADWP has expressed support for economic development in the Owens Valley, and he believes the Adventure Trails Program would be a Project they should support because of the economic benefit it brings to the County. He went on to request staff clarify whether the Adventure Trails program had any impact of road-legal motorcycles. Mr. Clint Quilter, Public Works Director, clarified that the Pilot Project Legislation did not impact motorcycles. Supervisor Tillemans noted that the Pilot Project allows for the beneficial regulation of ATVs and UTVs impact on the environment by providing defined routes for their use.

Supervisor Totheroh pointed out that the grant allowing for implementation of the Adventure Trails Program had been beneficial to the County; and supported the request for an extension in order to provide more time to gather additional information regarding usage and the economic benefits associated with the Program.

The Public Works Director asked for clarification on the suggestion to modify the draft report to explain the paucity (lack) of data available on the project so far, and to request an extension of the Project in order to gather additional information. The Chairperson, Supervisor Kingsley, clarified that he did not think the report should include a request for an extension at this time, but should include identification of the factors that have limited the implementation timeline including the hurdles associate with the environmental review and the obstacles presented in gaining access to LADWP and USFS lands in order to open the remaining four routes.

The Chairperson asked if the California Highway Patrol (CHP) and Inyo County Sheriff wished to report on complaints and/or incidents they have received on the project. Captain Tim Noyes reported that the CHP has not received any complaints on the project and confirmed they have been actively monitoring the approved routes. He explained that the CHP office had established a system to monitor and manage the Pilot Project internally. Captain Noyes went on to say that based on the route data collected so far he would be unable to make a recommendation one way or the other on the Project. Sheriff Bill Lutze reiterated the comments of the CHP, and added that the Inyo County Sheriff's Department has encountered many Adventure Trails users while on patrol and there had been no complaints or incidents to report. Mr. Sam Dean, Bishop Resident, addressed the Board to add that he believes that regulation of ATV and UTV use should reduce illegal behavior.

County Counsel requested that when the Board takes action on this item that the motion include ratification of the Clerk of the Board's notice of a public hearing scheduled for 11:00 a.m., December 15, 2015 in the Board of Supervisors Room, at the County Administrative Center, in Independence, to take public comment on the Project, explaining that said public hearing is a requirement of AB 628.

Moved by Supervisor Griffiths and seconded by Supervisor Totheroh to A) after a review of the draft report to the California Legislature summarizing the Assembly Bill 628 combined use Pilot Project, direct staff to amend the draft report based on today's discussion; B) schedule a public hearing to take public comment on the Project for 11:00 a.m., on December 15, 2015, in the Board of Supervisors Room, at the County Administrative Center in Independence; and C) ratify the Clerk of the Board's public hearing notice in regards thereto. Motion carried unanimously.