

# Agenda



## County of Inyo Board of Supervisors

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

**NOTICE TO THE PUBLIC:** In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. Please be advised that the Board of Supervisors Chambers are closed to the public, the Board will be conducting its meetings exclusively online.

Board Members and Staff will participate via Zoom webinar, accessible to the public at <https://zoom.us/j/868254781>. Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: [donotreply@inyocounty.us](mailto:donotreply@inyocounty.us).

Anyone wishing to make either a general public comment or a comment on a specific agenda item prior to the meeting or as the item is being heard, may do so either in writing or by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at [boardclerk@inyocounty.us](mailto:boardclerk@inyocounty.us). Your comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to

**Public Notices:** (1) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (2) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

**Note:** Historically the Board does break for lunch; the timing of a lunch break is made at the discretion of the Chairperson and at the Board's convenience.

### **August 10, 2021 - 8:30 AM**

1. **PUBLIC COMMENT** (Join meeting via Zoom [here](#))

### **CLOSED SESSION**

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – Names of cases: *LADWP v. Inyo County et al.* (CA 5th District Court of Appeal Case No. F081389) and *Inyo County v. LADWP* (Kern County Sup. Ct. Case Nos. BCV-18-101260-TSC, BCV-18-101261-TSC, and BCV-18-101262-TSC).
3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –** Significant exposure to potential litigation pursuant to (2) of subdivision (d) of Government Code §54956.9. Facts and circumstance: Use of force incident on July 24, 2021. Number of potential cases: one.
4. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS – Pursuant to Government Code §54957.6** – Regarding 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. County designated representatives – County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and

**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 A.M.
5. **PLEDGE OF ALLEGIANCE**
  6. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
  7. **PUBLIC COMMENT**
  8. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
  9. **INTRODUCTION** - The following new employee will be introduced to the Board:  
Timothy Harmon, Appraiser, Assessor's Office.
  10. **COVID-19 STAFF REPORT**

**DEPARTMENTAL - PERSONNEL ACTIONS**

11. **Health & Human Services - Health/Prevention** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Human Services Supervisor exists in a non-General Fund budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Human Services Supervisor at Range 70 (\$4,943 - \$6,012).
12. **Probation** - Request Board:
  - A) approve the job description for a Probation Services Coordinator;
  - B) find that, consistent with the adopted Authorized Position Review Policy:
    1. the availability of funding for one (1) Probation Services Coordinator exists in the General Fund, as certified by the Chief Probation Officer and concurred with by the County Administrator and Auditor-Controller; and
    2. where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and
  - C) approve the hiring of one (1) Probation Services Coordinator at Range 67 (\$4,512 - \$5,476).
13. **Sheriff** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Animal Services Shelter Attendant exists in the General Fund, as certified by the Sheriff and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through internal recruitment, but open recruitment is more appropriate to ensure qualified applicants apply; C) approve the hiring of one (1) Animal Shelter Attendant at Range 42 (\$2,577 - \$3,131); and D) if an internal candidate is hired as a result of the open recruitment, authorize the Sheriff's Office to backfill resulting vacancy.

14. **Sheriff** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Public Safety Dispatcher exists in the General Fund, as certified by the Sheriff and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; C) approve the hiring of one (1) Public Safety Dispatcher at Range 55-64 (\$3,477 - \$5,211); and D) if an internal candidate is hired as a result of the open recruitment, authorize the Sheriff's Office to backfill the resulting vacancy.

**CONSENT AGENDA** (Approval recommended by the County Administrator)

15. **Health & Human Services - Behavioral Health** - Request Board appoint HHS Assistant Director Meaghan McCamman as the Inyo County Alcohol and Drug Program Administrator consistent with California Health and Safety Code (HSC) Section 11800.
16. **Planning Department** - Request Board approve Amendment No. 1 to the contract between the County of Inyo and Helix Environmental Planning to amend the fee schedule, contingent upon adoption of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon appropriate signatures being obtained.
17. **Planning Department** - Request Board approve the Joint Funding Agreement with the U.S. Geological Survey for Wells and Springs Monitored in the Amargosa Desert in the amount of \$8,000 for the period of October 1, 2021 through September 30, 2022, and authorize the Chairperson to sign.
18. **Public Works** - Request Board approve Resolution No. 2021-42, 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 Generator Project," and authorize the Chairperson to sign.

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

19. **Agricultural Commissioner** - Request Board receive a presentation on the 2020 Annual Crop and Livestock Report.
20. **Water Department** - Request Board hear an informational workshop regarding the status and summary of the administrative draft of the OVGA Groundwater Sustainability Plan (GSP).
21. **Water Department** - Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the OVGA regular meeting scheduled for August 12, 2021.
22. **County Administrator** - Request Board: A) declare a limited amount of office furniture staged at the fairgrounds after the move to the County Office Building that was subsequently acquired by various local agencies to be surplus; and B) approve the donation of said office furniture to various local agencies (*4/5ths vote required*).
23. **County Counsel/County Administrator** - Request Board:
  - A) waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Repealing Chapter 2.07 of the Inyo County Code, Pertaining to Reorganization of County Departments and Offices," and schedule enactment for 11 a.m.

- August 17, 2021, in the Board of Supervisors Chambers, County Administrative Center, Independence; and
- B) waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Repealing Ordinance Number 1044 and Establishing a New Chapter 2.30 of the Inyo County Code," and schedule enactment for 11 a.m. August 17, 2021, in the Board of Supervisors Chambers, County Administrative Center, Independence.

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

24. ***PUBLIC COMMENT***

**BOARD MEMBERS AND STAFF REPORTS**



# County of Inyo



## Health & Human Services - Health/Prevention

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** August 10, 2021

**FROM:**

**SUBJECT:** Approve the hiring of a Human Services Supervisor

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**RECOMMENDED ACTION:**

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Human Services Supervisor exists in a non-General Fund budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Human Services Supervisor at Range 70 (\$4,943 - \$6,012).

**SUMMARY/JUSTIFICATION:**

The Human Service Supervisor who acted as the project coordinator for our Tobacco Education Program recently accepted a position in another County Department. This position is the primary day-to-day point of contact for California Tobacco Control Program (CTCP) communication with the County. The position regularly accesses CTCP electronic database systems to manage project activities and is responsible for overall day-to-day management related to implementing and evaluating the local Comprehensive Tobacco Control Plan; onboarding, directing and supervising staff; preparing or overseeing the preparation of the Plan, Budget, progress reports and cost reports; maintenance of required documents for auditing purposes; providing educational classes; and developing media messages, newsletters, and other forms of mass communication messaging. The Department respectfully requests your Board authorize the Department to recruit and hire a Human Services Supervisor to fill this vacancy.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

NA

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to fill the position which would result in the Department being out of compliance with State staffing requirements, as well as having limited ability to manage the administrative functions required by the State.

**OTHER AGENCY INVOLVEMENT:**

NA

**FINANCING:**

State funds. This position is budgeted 10% in Tobacco (640317/640322) in the Salaries and Benefits object codes.

**ATTACHMENTS:**

**APPROVALS:**

Marilyn Mann	Created/Initiated - 7/21/2021
Darcy Ellis	Approved - 7/21/2021
Marilyn Mann	Approved - 7/22/2021
Melissa Best-Baker	Approved - 8/4/2021
Anna Scott	Approved - 8/4/2021
Amy Shepherd	Approved - 8/4/2021
Sue Dishion	Approved - 8/4/2021
Anna Scott	Final Approval - 8/4/2021



# County of Inyo



## Probation

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** August 10, 2021

**FROM:** Jeffrey Thomson

**SUBJECT:** Hiring of one (1) Probation Services Coordinator with the Probation Department

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**RECOMMENDED ACTION:**

Request Board:

A) approve the job description for a Probation Services Coordinator;

B) find that, consistent with the adopted Authorized Position Review Policy:

1. the availability of funding for one (1) Probation Services Coordinator exists in the General Fund, as certified by the Chief Probation Officer and concurred with by the County Administrator and Auditor-Controller; and
2. where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and

C) approve the hiring of one (1) Probation Services Coordinator at Range 67 (\$4,512 - \$5,476).

**SUMMARY/JUSTIFICATION:**

Due to the recent resignation of our Community Services Coordinator, we have created a new job description that is more aligned to the needs of the probation department. While a key function of the position will be to continue to manage the probation community work services program, the addition of providing alternative sentencing services will be of great benefit to the Department. It is the intent, if approved by the Board, to conduct an open recruitment.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could direct the Probation Department to continue without filling the vacant position; however, this is not recommended.

**OTHER AGENCY INVOLVEMENT:**

Personnel Department and Auditor/Controller's office

**FINANCING:**

The position is authorized in the Board approved 2020-21 Probation General budget 023000 and Juvenile Institutions budget 023100.

**ATTACHMENTS:**

1. Probation Services Coordinator Job Description

**APPROVALS:**

Krystal Leonard	Created/Initiated - 6/16/2021
Darcy Ellis	Approved - 6/16/2021
Krystal Leonard	Approved - 7/30/2021
Jeffrey Thomson	Approved - 8/3/2021
Amy Shepherd	Approved - 8/4/2021
Sue Dishion	Approved - 8/4/2021
Jeffrey Thomson	Final Approval - 8/4/2021



## Probation Services Coordinator

**DEFINITION:** Under general supervision of the Assistant Chief Probation Officer, assist with the supervision of department adult and juvenile clientele; plans, organizes, coordinates, and administers the Probation Department's alternative sentencing programs including community work service, pre-trial services, and electronic monitoring programs; provides site supervision of program participants; evaluates projects and sites; plans, estimates, and secures supplies, equipment, and materials for projects; conducts interviews, assessments, and case management services for alternative sentencing program participants; designs, develops, and presents various prevention programs for community partners including area education systems; fosters cooperative working relationships with various public and non-profit groups; and performs related duties as assigned.

**DISTINGUISHING CHARACTERISTICS:** Job assignments for this classification include providing a variety of assistance with a caseload of the County Probation Department. While duties include contact and interaction with probation clientele, the duties do not include exercise of any of the peace officer powers which are imposed by statute on the Deputy Probation Officer class series.

Positions at this level receive only occasional instruction or assistance as new or unusual situations arise, and are fully aware of the operating procedures and policies of the work unit.

**ESSENTIAL JOB DUTIES:** This classification is primarily responsible for the overall management and operation of the Probation Department's alternative sentencing/prevention programs for both adult and youth clientele. Duties require exercise of independent initiative and judgment in relieving the Assistant Chief Probation Officer of the operational functions within the assigned program services. Duties may include, but are not limited to, the following:

- Develops various community work service opportunities and projects for adults and juveniles.
- Provide case management services for pre-trial and electronic monitoring program.
- Creates, organizes, and maintains various prevention programs presented to schools, agencies, and community members.
- Prepares written reports about clientele for submission to the courts.
- Provides caseload services to a select group of offenders.
- Provides training to entry level staff as assigned.
- Designs and prepares special reports about programs or department functions as required.
- Assists in the collection of urine samples for drug testing.
- May testify in court.
- Assists with probation caseload activities including making corrections and changes to data, reviewing information, scheduling appointments, and maintaining communication with related agencies.
- Perform duties with safety in mind.
- Acts as liaison to other agency and community groups.
- Attendance of various trainings, meetings, workshops, etc., as required to enhance job knowledge and skills.

**OTHER JOB RELATED DUTIES:** Perform related duties and responsibilities as assigned including the transportation of probation clients to and from various locations such as jails, juvenile halls, short term residential treatment programs, community work service sites, and/or schools. This classification may be assigned to assist the Deputy Probation Officer with various case management tasks. In the absence of the Deputy Probation Officer, may provide case management services to adult and youth clients.

### **MINIMUM QUALIFICATIONS /EMPLOYMENT STANDARDS**

**Education:** High school graduate or equivalent with completion of sixty (60) semester units from an accredited college or university with at least fifteen (15) units in criminology, corrections, counseling, psychology, social work, or a closely related field; or two years of full-time, paid experience in the field of law enforcement, corrections, or social services, or education.

**License or Certificate:** Must successfully complete pre-employment background investigation, psychological examination, and physical examination, including drug screen; must possess or ability to obtain a valid operator's license issued by the California Department of Motor Vehicles; must possess or obtain during the probationary period, valid first aid and CPR certificates.

### **SKILLS AND ABILITIES**

#### **Essential Functions:**

- Demonstrate proficient time management skills, organizational skills and ability to prioritize duties and assignments during the work day.
- Prepare clear, concise correspondence and reports.
- Communicate clearly and concisely, both orally and in writing.
- Collect and organize data.
- Prepare, maintain, and update a variety of records and reports including financial and statistical reports.
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.
- Demonstrate professionalism when interacting with partner agencies, members of the public, clients and Department personnel.
- Operate modern office equipment including computer equipment.
- Operate a motor vehicle safely.

#### **Knowledge of:**

- Behavior patterns of crime and delinquency.
- Financial and statistical record keeping.
- Legal terminology.
- English usage, spelling, grammar, and punctuation.

**Ability to:**

- Learn to develop and prepare a variety of legal documents, records and reports.
- Learn to perform sample collection and drug testing.
- Effectively work with assigned probation cases.
- Make objective judgments as to the suitability of offenders participating in particular programs.
- Follow oral and written instructions and make decisions in routine procedural matters without immediate supervision.
- Read, understand, and interpret standard official legal documents.
- Maintain accurate and concise records and reports.
- Complete forms accurately and effectively.
- Demonstrate knowledge of and compliance with Department and County Policy and Procedure.
- Assume responsibility for and exercise judgment in a variety of situations, while recognizing scope of authority.
- Provide information and apply policies and procedures of the department where assigned.
- Set criteria as to the suitability of offenders participating in particular programs.
- Enforce the work standards and regulations as set forth by the Department and County.
- Maintain confidential information in accordance with legal standards and/or County regulations.
- Frequent use of depth perception, peripheral vision and color perception.
- Frequently lift, carry, reach, push, pull, twist and manipulate large and small objects.
- Occasionally kneel, bend, twist, squat, balance and crawl.
- Frequent use of hand-eye coordination.
- Frequent use of data entry device including repetitive hand and arm motion.
- Occasionally lift and carry up to 65 pounds.
- Normal dexterity, frequent holding and grasping.
- Sit or stand for long periods of time.
- Drive a motor vehicle.

**ADDITIONAL INFORMATION:**

- Probation Period: One Year
- Must be willing to work with justice involved adults and youth and be willing to work a flexible schedule including nights, weekends, on-call, and may work at various locations throughout the County.



# County of Inyo



## Sheriff

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** August 10, 2021

**FROM:** Tim Bachman

**SUBJECT:** Hire on Animal Shelter Attendant

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#### **RECOMMENDED ACTION:**

Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Animal Services Shelter Attendant exists in the General Fund, as certified by the Sheriff and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through internal recruitment, but open recruitment is more appropriate to ensure qualified applicants apply; C) approve the hiring of one (1) Animal Shelter Attendant at Range 42 (\$2,577 - \$3,131); and D) if an internal candidate is hired as a result of the open recruitment, authorize the Sheriff's Office to backfill resulting vacancy.

#### **SUMMARY/JUSTIFICATION:**

Due to a recently vacated position, we have 1 vacant full-time Shelter Attendant position at the Animal Shelter. This position is needed as there is very limited staff at the shelter. The Shelter Attendant position is vital to ensure the proper operation of the shelter.

#### **BACKGROUND/HISTORY OF BOARD ACTIONS:**

The Animal Services budget includes three (3) full-time shelter attendants. The shelter is operating with two (2) shelter attendants, one of which is being utilized to act in an officer role temporarily. The needs of the animals housed in the shelter require adequate staff to provide consistent care and maintain the facility.

#### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could leave the shelter attendant position vacant and maintain the shelter with the use of Animal Control Officers. Staff does not recommend this alternative; it will increase overtime costs in the animal services budget and negatively impact the officer's ability to respond to calls for service.

#### **OTHER AGENCY INVOLVEMENT:**

#### **FINANCING:**

This position will be paid from the Animal Control budget 023900 and is included in the Department's requested budget and authorized staff.

**ATTACHMENTS:**

**APPROVALS:**

Tim Bachman	Created/Initiated - 7/26/2021
Riannah Reade	Approved - 7/27/2021
Darcy Ellis	Approved - 7/28/2021
Tim Bachman	Approved - 7/29/2021
Marshall Rudolph	Approved - 7/29/2021
Amy Shepherd	Approved - 7/29/2021
Sue Dishion	Approved - 8/4/2021
Jeffrey Hollowell	Final Approval - 8/4/2021



# County of Inyo



## Sheriff

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** August 10, 2021

**FROM:** Tim Bachman

**SUBJECT:** Hiring of one (1) Public Safety Dispatcher

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#### RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Public Safety Dispatcher exists in the General Fund, as certified by the Sheriff and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; C) approve the hiring of one (1) Public Safety Dispatcher at Range 55-64 (\$3,477 - \$5,211); and D) if an internal candidate is hired as a result of the open recruitment, authorize the Sheriff's Office to backfill the resulting vacancy.

#### SUMMARY/JUSTIFICATION:

Due to a recently vacated position, we have 1 vacant full-time Public Safety Dispatcher position. Public Safety Dispatchers are a vital resource for the daily operations of the Sheriff's Office, local emergency agencies, and other government and law enforcement agencies near and far. It is imperative that we fill the vacant position as soon as possible to continue to provide consistent coverage in the Communications Center that operates seven days a week / 24 hours a day. The Communication Center has experienced a steady increase of calls for service, which is elevated during the tourist season with Search & Rescue operations, increased Off-Highway Vehicle activity, and an influx of out-of-town visitors.

#### BACKGROUND/HISTORY OF BOARD ACTIONS:

#### ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could leave the Safety Dispatcher vacant. The staff does not recommend this action. While the vacancy exists, mandatory training is completed, and the position is filled, we are utilizing existing Dispatchers, Deputies, or Supervisors to fill in as necessary, which results in additional unanticipated overtime expenses. We request your Board to authorize, pursuant to the candidate's qualifications and experience, the hiring of a qualified candidate for the Public Safety Dispatcher I position.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

The Public Safety Dispatcher I position is included in the FY 2021-2022 Sheriff's General requested budget (022700). The hiring of this position falls within the Sheriff's Office's current authorized strength.

**ATTACHMENTS:**

**APPROVALS:**

Tim Bachman	Created/Initiated - 7/26/2021
Riannah Reade	Approved - 7/27/2021
Darcy Ellis	Approved - 7/28/2021
Tim Bachman	Approved - 7/29/2021
Marshall Rudolph	Approved - 7/29/2021
Amy Shepherd	Approved - 7/29/2021
Sue Dishion	Approved - 8/4/2021
Jeffrey Hollowell	Final Approval - 8/4/2021



# County of Inyo



## Health & Human Services - Behavioral Health

### CONSENT - ACTION REQUIRED

**MEETING:** August 10, 2021

**FROM:** Marilyn Mann

**SUBJECT:** Appointment of Inyo County Alcohol and Drug Program Administrator

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**RECOMMENDED ACTION:**

Request Board appoint HHS Assistant Director Meaghan McCamman as the Inyo County Alcohol and Drug Program Administrator consistent with California Health and Safety Code (HSC) Section 11800.

**SUMMARY/JUSTIFICATION:**

Your Board previously appointed Gail Zwier, PhD, the HHS Deputy Director of Behavioral Health, as the County Alcohol and Drug Program Administrator pursuant to Health and Safety Code Sections 11800, 11801 and California Code of Regulations (CCR) Title 9, Sections 9412 and 9414, which outline the requirements for this state-county liaison and title. Dr. Zwier has notified the Department of her intent to retire as of September 1, 2021, requiring us to appoint someone to the role of Alcohol and Drug Administrator. The role of Alcohol and Drug Administrator has previously been held by the HHS Assistant Director and the Department is recommending to once again appoint the Department's Assistant Director, Meaghan McCamman, to this role as she meets the requirements as outlined in CCR Section 9414.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Department has one or more managers who may be able to hold this title.

**OTHER AGENCY INVOLVEMENT:**

California Department of Health Care Services and the County Behavioral Health Director's Association of California

**FINANCING:**

There is no money involved in this action.

**ATTACHMENTS:**



**APPROVALS:**

Marilyn Mann  
Darcy Ellis  
Marilyn Mann

Created/Initiated - 7/26/2021  
Approved - 7/26/2021  
Final Approval - 7/26/2021



# County of Inyo



## Planning Department

### CONSENT - ACTION REQUIRED

**MEETING:** August 10, 2021

**FROM:** Cathreen Richards

**SUBJECT:** Amendment One to the contract with Helix Environmental Planning

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**RECOMMENDED ACTION:**

Request Board approve Amendment No. 1 to the contract between the County of Inyo and Helix Environmental Planning to amend the fee schedule, contingent upon adoption of the Fiscal Year 2021-2022 Budget, and authorize the Chairperson to sign, contingent upon appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

The County entered into a contract with Helix Environmental Planning for the provision of planning services for a vacant lands study and zoning review to promote housing opportunities in the County. This work is being paid for by a SB2 affordable housing grant that includes evaluations required by the California Environmental Quality Act, in amount not to exceed \$151,500.

Helix is requesting that the contract be amended to include a new fee schedule to more accurately reflect the staff and labor costs regarding the work being conducted.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER AGENCY INVOLVEMENT:**

California Department of Housing and Community Development (HCD).

**FINANCING:**

This project is being funded by a SB 2 grant through HCD.

**ATTACHMENTS:**

1. Helix Contract Amendment 1

**APPROVALS:**

Cathreen Richards  
Amy Shepherd  
Marshall Rudolph  
Darcy Ellis  
Cathreen Richards  
Marshall Rudolph  
Amy Shepherd

Created/Initiated - 7/28/2021  
Approved - 7/28/2021  
Approved - 7/28/2021  
Approved - 7/28/2021  
Approved - 8/2/2021  
Approved - 8/2/2021  
Final Approval - 8/4/2021

**AMENDMENT NO. ONE TO THE AGREEMENT  
BETWEEN THE COUNTY OF INYO AND  
HELIX ENVIRONMENTAL PLANNING, INC. FOR THE  
PROVISION OF PROFESSIONAL SERVICES**

**WHEREAS**, the County of Inyo (hereinafter referred to as “County”) and Helix Environmental Planning, Inc. (hereinafter referred to as Contractor) have entered into an Agreement for the provision of professional services dated September 8, 2020 on County of Inyo Standard Contract No. 156 for the term from September 1, 2020 to February 28, 2022.

**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.

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

**County and Contractor hereby amend such Agreement as follows:**

- Amend Attachment B, Exhibit A Scope of Work, Schedule and Budget, Helix Labor to reflect the attached fee schedule.

AMENDMENT NO. ONE TO THE AGREEMENT BETWEEN THE COUNTY OF  
INYO AND  
HELIX ENVIRONMENTAL PLANNING, INC.  
FOR THE PROVISION OF PROFESSIONAL SERVICES

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

COUNTY

CONTRACTOR

By: \_\_\_\_\_

By: Paul Edgerton

Dated: \_\_\_\_\_

Dated: July 16, 2021

APPROVED AS TO FORM AND LEGALITY:

Grace Church  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

Caron Holmberg  
County Risk Manager

<b>Helix Labor</b>	
<b>Labor Category</b>	<b>Labor Rate</b>
Field archaeologist	\$100
Field biologist	\$105
Senior biologist	\$190
Senior GIS technician	\$160
Planner I	\$95
Planner II	\$125
Jr. Air Quality technician	\$120
Sr. Air Quality technician	\$195

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** HELIX Environmental Planning, Inc.

**FOR THE PROVISION OF** Professional

**SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Professional services of HELIX Environmental Planning, Inc. (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 the Inyo County Planning Director. 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 September 1, 2020 to February 28, 2022 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From \_\_\_\_\_ through \_\_\_\_\_
- B. From \_\_\_\_\_ through \_\_\_\_\_

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

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

**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. Requests

by Consultant for approval to incur travel and per diem expenses shall be submitted to the Inyo County Planning Director. 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 Contractor for services and work performed under this Agreement shall not exceed \$ \$151,500 (initial term) \$ \_\_\_\_\_ (option 1) and \$ \_\_\_\_\_ (option 2) for a total of \$ \_\_\_\_\_ Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to 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.

(4) 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 insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

## **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, 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, 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 sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

## **8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.**

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 Consultant's, 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.

Design Professional/Consultant agrees to indemnify, including the cost to defend, entity and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional/Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County; and does not apply to any passive negligence of the County unless caused at least in part by the Design Professional/Consultant.

## 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. Further, Consultant agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any County, 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, Consultant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**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:

<b>County of Inyo:</b>	
<u>Planning Department</u>	Department
<u>PO Drawer L</u>	Address
<u>Independence, CA 93526</u>	City and State

<b>Consultant:</b>	
<u>HELIX Enviromental Planning, Inc.</u>	Name
<u>11 Natoma Street, Suite 155</u>	Address
<u>Folsom, CA 95630</u>	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**

**AND** HELIX Environmental Planning, Inc.

**FOR THE PROVISION OF** Professional **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
16th DAY OF September, 2020.

**COUNTY OF INYO**

**CONSULTANT**

By:   
Signature  
Matt Kingsley  
Print or Type Name

By:   
Signature  
Michael Schwerin, CEO  
Print or Type Name

Dated: 09-16-20

Dated: July 22, 2020

APPROVED AS TO FORM AND LEGALITY:

  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** HELIX Environmental Planning, Inc.

**FOR THE PROVISION OF** Professional **SERVICES**

**TERM:**

**FROM:** September 1, 2020

**TO:** February 28, 2022

**SCOPE OF WORK:**

Please see Attachment: Scope of Work (SOW).

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** HELIX Environmental Planning, Inc.

**FOR THE PROVISION OF** Professional **SERVICES**

**TERM:**

**FROM:** September 1, 2020

**TO:** February 28, 2022

**SCHEDULE OF FEES:**

Inyo County will pay HELIX Environmental Planning, Inc., through a SB2 grant allocated by the California Department of Housing and Community Development (HCD) to complete the tasks at the rates specified, as identified in Exhibit A Scope of Work including the Schedule and Budget, and not to exceed \$151,500. The County will pay HELIX Environmental Planning, Inc. as the tasks specified in the SOW are completed to the satisfaction of Inyo County and the HCD. Invoicing from HELIX Environmental Planning Inc. will meet HCD's requirements as found in the SOW included in Agreement #19PGP-13356 (Attached).

The percentage of total payment shall not exceed the percentage of completed project at any time during the project duration. Final payment will be made when all work agreed to by HELIX Environmental Planning, Inc., as identified in the SOW, is completed to the satisfaction of Inyo County and HCD. Costs incurred for materials necessary to complete the tasks as stated in the SOW will be paid out of the \$151,500 total cost of the contracted work and only for tasks included in the SOW.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** HELIX Environmental Planning, Inc.

**FOR THE PROVISION OF** Professional **SERVICES**

**TERM:**

**FROM:** September 1, 2020

**TO:** February 28, 2022

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

HELIX Environmental Planning Inc. will be compensated only for expenses incurred while performing tasks specified in the Approved Scope of Work (Please see Exhibit A). Travel and Per Diem expenses will be paid out of the \$151,500 total cost of the contracted work and only tasks included in the SOW will be reimbursed.



**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND HELIX Environmental Planning, Inc.**

**FOR THE PROVISION OF Professional SERVICES**

**TERM:**

**FROM:** September 1, 2020

**TO:** February 28, 2022

**SEE ATTACHED INSURANCE PROVISIONS**

## Attachment - SOW

- Reliable informational organization and a clear hierarchy to facilitate document understanding and review;
- A look, feel, and voice that convey the County's commitment to innovation, service, and transparency;
- A strong portrayal of visual information to communicate existing conditions/environmental setting concepts;
- Easy-to-understand tables and other visuals to increase the accessibility of complex modeling or resource-related information; and
- Consistent mapping gestures and colors to clarify spatial concepts.

In order to ensure further document quality, the following steps will be conducted internally:

1. Technical sections of the environmental document and technical studies are reviewed by the team's senior staff member associated with the topic for technical accuracy and completeness.
2. After technical sections and studies are approved by the team's senior staff member, they are reviewed by the project management team for accuracy in addressing the specifics of the project, meeting client expectations and compliance with the scope of work.
3. After project management team review, technical sections and studies are reviewed by the HELIX Principal-in-Charge, who reviews for adequacy associated with current CEQA case law and as a set of "clean eyes" since this individual is not directly working on the project.
4. Final review consists of our technical editor, who checks for consistency in use of terms, facts, references, grammar, spelling, and document format.

### 1.3 Scope of Work

#### Task 1. Vacant Lands Inventory and Infill Development Opportunities Analysis

HELIX will support the County in analyzing geospatial and tabular data of vacant lands and under-utilized residential/commercial properties using County-derived GIS data to identify opportunities to promote increased residential density (and, ultimately, housing affordability). The inventory, primarily compiled by the County, will focus on vacant land parcels, including General Plan designated Open Space and potential commercial infill areas, primarily located along the U.S. Highway 395 corridor. Parameters of consideration will be determined in coordination with County staff but will likely include, but not be limited to: parcel size; adjacency to public transportation and other public services; current zoning and land use designation; infill opportunities located within commercial zones; and opportunities/constraints for accessory dwelling units (ADU) promotion. Once the parameters have been determined and the results derived, HELIX will create a geodatabase of the resulting properties/parcels/zones. This tabular and geospatial information will be compiled in a format suitable for presentation during the community engagement component, outlined below. HELIX has allocated approximately 42 hours of professional staff time in support of Task 1.

**Deliverables:** GIS analysis in shapefile format.

#### Task 2. Community Engagement Campaign and Notice of Preparation

Inyo County is home to a diverse public. Engaging the community about the proposed action will require an open and transparent process that provides room for disparate opinions and robust discussions between County staff (with support from HELIX) and local residents. Following the development of the vacant lands inventory and infill development opportunities (Task 1), HELIX will assist the County with conducting a

community engagement campaign to elicit feedback and comments from County residents concerning the proposed action. HELIX will staff and facilitate two (2) public outreach meetings (also to be identified as public scoping meetings under CEQA). Concurrent with the community engagement campaign will be preparation and release of a CEQA Notice of Preparation (NOP) document to be prepared per CEQA Guidelines Section 15082. The NOP will alert the Office of Planning and Research (OPR), public agencies, and other stakeholders that an EIR will be prepared. HELIX will distribute the required number of NOP copies to the OPR; the County shall be responsible for distribution of the same to local residents, as necessary.

In support of the community engagement campaign and the NOP, HELIX will:

- Present the vacant lands inventory and infill development opportunities analysis at two (2) public scoping meeting to engage a broad cross-section of the community. HELIX team participants will include Mr. Edgerton (facilitator) and Ms. Owing (recorder).
- Prepare and submit a summary public scoping memo of public input.

HELIX will collect written and verbal comments during the public meetings and prepare a scoping report for County consideration and use during development of the CEQA document and GPA. The contributions made by community members will be essential to refining technical information gathered in the preliminary stages of the project. Stakeholder input gathered through facilitated public workshops will be seriously considered and directly integrated into the EIR Project Description during this iterative process. Upon completion of the public scoping meetings, the HELIX team will prepare a summary memorandum based on informal notes and feedback from the meetings for submission to the County. HELIX has allocated approximately 72 hours of staff time in support of Task 2.

**Deliverables:** Notice of Preparation; Agenda and Presentation Materials for Public Scoping Meetings; Public Scoping Meeting Summary Report (notes).

### Task 3. Stand-Alone Technical Studies

HELIX's in-house technical experts in the following service areas shall conduct records searches, database searches, and/or pedestrian surveys upon vacant lands and commercial infill development areas (identified under Task 1) prior to or concurrent with CEQA document preparation. For environmental topic areas not specifically identified as a stand-alone technical study outlined below, HELIX assumes that qualitative assessment will be used as outlined in Task 4 (EIR).

#### **Air Quality/Greenhouse Gas Emissions**

HELIX will complete air quality and greenhouse gas (GHG) emissions technical analyses in accordance with the requirements of the County and CEQA. HELIX will coordinate with the County to develop a hypothetical (but conservative) construction and development scenario for the proposed project and then model the scenario to develop the analysis. The analysis will include combustion emissions related to heavy-duty equipment operations, fugitive emissions related to site preparation and earth-moving activities, and mobile source emissions related to worker and truck trips. We assume that cut estimates will be balanced on the project sites; export trips are not envisioned.

Emissions may be estimated using a combination of models to include the California Air Resources Board (CARB) EMFAC and OFFROAD emission inventory models and CalEEMod, along with project-specific information developed in coordination with the County. If the project-specific construction equipment and schedule are not available, a generalized schedule and equipment mix will be used based on the acreage and

dwelling unit count of the proposed project. Maximum daily criteria pollutant emissions will be evaluated and compared to the Great Basin Unified Air Pollution Control District (GBUAPCD) State Implementation Plan (2016). In the event that emissions exceed thresholds, mitigation measures will be identified to reduce impacts.

HELIX will also quantify operational emissions associated with average daily trips based upon proposed land use trip generation rates derived from the Institute of Transportation Engineers (ITE) manual, 9<sup>th</sup> Edition. Maximum daily and annual average criteria pollutant emissions will be evaluated and compared to the GBUAPCD State Implementation Plan. It is expected that a screening calculation will demonstrate that the proposed project would not cause severe congestion at major intersection(s) resulting in a local carbon monoxide (CO) "hotspot." No dispersion modeling is included in this scope for CO analysis.

The air quality analysis will include qualitative discussions of toxic air pollutant impacts from construction equipment diesel particulate emissions. HELIX will conduct a consistency analysis to determine if the proposed project conforms to the GBUAPCD's general conformity regulations.

HELIX will quantify, to the extent practicable, direct and indirect GHG emissions associated with project construction and operation. The analysis will follow the current CEQA Guidelines for addressing global climate change in CEQA documents and will address the CEQA significance thresholds outlined in the current CEQA Guidelines. The analysis will include quantification of GHG emissions, as well as an evaluation of potential global climate change impacts based on current GBUAPCD guidance.

**Deliverables:** Air Quality and GHG analyses in letter report format.

### **Biological Resources Evaluation**

HELIX will prepare a Biological Resources Evaluation (BRE) to support CEQA documentation for the proposed project. Studies conducted in support of the BRE will consist of a desktop review, a general biological reconnaissance survey, a habitat assessment for potentially occurring sensitive species on the sites, and an analysis of potential impacts to biological resources, as well as proposed measures to reduce and/or avoid such impacts.

***Literature Review, Database Search, and Field Preparation.*** HELIX will conduct a review of any existing pertinent information on biological resources (i.e., General Plan, CEQA documents for other projects in the vicinity, if available) and conduct an in-house database search for sensitive species known to occur within the property and vicinity. The in-house database search will include a query of the following agency lists of special-status species: U.S. Fish and Wildlife Service; California Natural Diversity Database; and the California Native Plant Society Rare Plant Database.

***Vegetation Mapping and a General Botanical and Zoological Survey.*** HELIX will map vegetation and conduct a general botanical and zoological survey of the properties, including mapping the locations of sensitive species observed during the time of the survey (assumed to be spring 2020). Plant and animal species encountered on the sites will be identified to the taxonomic level possible at the time of the survey. The survey will include a habitat assessment for potentially occurring sensitive species but does not include protocol-level surveys for protected or candidate species should suitable habitat be present.

This task includes habitat level mapping of potential wetlands and other waters (i.e., drainages) on the sites for the purposes of CEQA analysis. A formal wetland delineation is not included. It is assumed that

potentially jurisdictional wetlands and other waters would be avoided by the proposed project and that a formal jurisdictional delineation would not be necessary to support CEQA analysis.

HELIX will prepare a BRE to describe the methods of the biological studies conducted (as described above), present the results of the literature review and fieldwork, provide mapping of biological habitats present on the properties, assess the potential for special-status species to occur on the properties or be impacted by the proposed project, identify regulatory issues related to the resources on the site, quantify acreages of special-status species or sensitive habitats on the property, quantify impacts to sensitive resources, and recommend avoidance and minimization measures and/or mitigation measures, if pertinent. This task assumes one round of minor revisions from the project team and analysis of one version of a site plan. Major or multiple revisions may require a contract augment.

**Deliverables:** Biological Resources Evaluation in letter report format.

### **Cultural Resources Evaluation**

The proposed project requires a General Plan Amendment, which requires adherence to SB 18 tribal consultation. In addition, the proposed project is also subject to Assembly Bill (AB) 52 tribal consultation. Although these two consultation laws are similar in scope, they differ in practice and should be managed only by a qualified cultural resources practitioner. Consideration shall be given to Native American cultural resources to the full letter of the law, as outlined below.

***Cultural Resources Record Search.*** HELIX will conduct a record's search at the Eastern Information Center (EIC) located at California State University, Riverside. The records search will include reviews of U.S. Geological Survey topographic maps where archaeological sites are mapped; Department of Parks and Recreation (DPR) archaeological site records; data from previous surveys and research reports; historic maps; the Historic Property Data File; the National Register of Historic Places; the California Register of Historic Resources; and listings of California Historical Landmarks and Points of Historical Interest. The records search will capture all documented cultural resources within 0.25-mile of the project parcels/properties. This proposal assumes that EIC fees will not exceed \$1,500.

Additionally, a letter will be sent to the Native American Heritage Commission (NAHC) requesting a search of their Sacred Lands File for Native American sites or resources that may be within or near the project parcels/properties. Using the Native American representatives list provided by the NAHC, letters will be sent to each tribal representative requesting additional information or concerns they may have about the proposed project. These letter requests are for informational purposes only and are not part of the AB 52 consultation process.

***Cultural Resource Field Survey.*** HELIX archaeologists will conduct a preliminary pedestrian survey of the project area in order to characterize extant archaeological sites, artifacts, and/or structures more than 45 years old. The survey will consist of a pedestrian walk-over of areas where ground disturbance is proposed, including a suitable buffer, using standard 20-meter parallel transects.

HELIX assumes that no previously recorded or undocumented cultural resources will be encountered during the surveys. If cultural resources are identified within the project area, additional authorization may be required for field documentation and reporting.

**Cultural Resources Inventory Report.** A Cultural Resources Inventory Report, meeting the requirements of CEQA, will be prepared upon completion of the survey. The report will include brief historic and prehistoric background sections, the results of the records search and Native American outreach, cultural survey findings, and maps depicting the project area and all areas surveyed. The report will also include recommendations for further study, evaluation, or mitigation of any cultural resources that may be affected by the proposed project. The report will not address indirect impacts (e.g., visual impacts) to cultural resources located further than 0.25-mile from the project area.

**Tribal Consultation Support.** HELIX will assist in the administrative tasks associated with tribal notification, consultation, and documentation for SB 18 and AB 52 compliance. Working under the guidance and direction of County staff, HELIX will prepare tribal notification letters for transmittal by the County (on County letterhead) to the tribes; process formal tribal requests and scheduling for consultation with the County; coordinate with County staff during the various tribal notification periods; and compile the administrative record that documents SB 18 and AB 52 compliance. This proposal assumes that HELIX staff attendance at in-person consultation meetings with tribal or County representatives is unnecessary.

**Deliverables:** Cultural Resources Inventory Report in letter report format.

### **Noise Analysis**

HELIX's acoustical specialists will access and review applicable local, state, and federal environmental regulations, including local noise ordinances, as part of a qualitative and quantitative assessment of noise impacts related to the project. HELIX will conduct a field inspection of the proposed project sites, document and photograph typical surrounding developments and land features, and measure current ambient traffic noise. HELIX will identify and consider applicable laws, ordinances, and regulations in advance of modeling the measured and future + project roadway transportation volumes to evaluate exterior transportation noise levels that would impact building façades and exterior-use areas. Modeling will use the Computer Aided Noise Abatement (CADNA) implementation of the Transportation Noise Model (TNM), version 2.5.

Off-site traffic noise impacts will be analyzed for the following conditions: Existing and Existing Plus Project. If the transportation noise levels exceed the Community Standards at proposed outdoor usable area(s), barrier locations and heights to obtain the required exterior use area noise levels may be recommended. Construction noise and vibration analysis will be provided qualitatively. HELIX will prepare a noise model of the planned new development, including project-derived noise sources. The results of the noise impact analysis will be presented in letter format.

**Deliverables:** Noise analysis in letter report format.

### **Geographic Information Systems**

HELIX maintains a state-of-the-art GIS department that enables precision mapping for both project-specific and regional viewshed required by the proposed project. HELIX will employ a variety of software to provide cartographic and analytical output files in support of the EIR. HELIX will employ sub-meter accurate global positioning system (GPS) receivers to map cultural resources and sensitive biological resources present on the project parcels/sites. Data collection applications, such as Collector for ArcGIS, will be used to gather information in the field. The EIR will contain full color GIS shapefiles presenting geospatial information and analyses for consumption by EIR reviewers and decision-makers.

**Deliverables:** GIS shapefiles suitable for presentation/integration in the EIR.

#### Task 4. Environmental Impact Report

##### **Administrative Draft Environmental Impact Report**

The Administrative Draft Environmental Impact Report (ADEIR) will be a site-specific EIR that shall contain the requisite components of an EIR, including an Executive Summary, Introduction, and Project Description as outlined in the CEQA Guidelines Section 15168. The Project Description will discuss the goals and objectives and describe the major features of the project. In order to assure that the analysis accurately reflects all aspects of the proposed project, the HELIX team will work closely with the County in the early stages of the ADEIR.

##### *Project Description*

The EIR Project Description will be based on the information gathered during preparation of the vacant lands inventory and commercial infill development opportunities, as well as information generated during the community engagement campaign (Task 1). These data will be used to assist in development of the project's goals and objectives, as well as feed into development of the project alternatives. The Project Description will include a background section describing the goals of the SB 2 grant and the purpose of the proposed GPA.

##### *Alternatives*

After the Proposed Project has been defined, in consultation with County staff, we will consider feasible project alternatives. Alternatives would be based on County input, as well as stakeholder input (from Task 1) and will be developed based on the need to avoid or reduce the potentially significant impacts identified for the proposed project. We envision a total of three (3) alternatives, including the proposed project, the no project alternative, and an environmentally superior project alternative (assuming that the no project alternative would be identified as the environmentally superior alternative to the proposed project). Alternatives would be evaluated and presented in the EIR for public review and consideration by decision-makers. Note: if the environmentally superior project alternative were to be adopted by the County Board of Supervisors in lieu of the proposed project, no additional CEQA analysis would be required.

##### *Cumulative Impact Analysis*

An EIR must discuss cumulative impacts if the incremental effect of a project, combined with the effects of other projects is "cumulatively considerable." Such incremental effects are to be viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects. Together, these projects comprise the cumulative scenario which forms the basis of the cumulative impact analysis. Both the severity of impacts and the likelihood of their occurrence are to be reflected in the discussion, but the discussion need not provide as great detail as is provided for the effects attributable to the project alone.

For this project, we recommend working with the County to develop a list of past, present, and probable residential and/or commercial development projects while also looking at the development trends identified in the County planning documents. Large projects that have recently undergone environmental review would provide a useful starting point to identify individual projects both in Inyo County and potentially in Nevada that would contribute to cumulative effects. Other planning documents, as made identified and made available to HELIX by the County, would also be considered in the cumulative effects analysis in so far as they may help define future land use patterns in the County. Each area of concern (e.g., agriculture,

land use, etc.) will be addressed in its own section and will contain the five major components: Introduction; Affected Environment (including Existing Conditions and Regulatory Framework); Thresholds and Methodology; Impact Analysis/Mitigation Measures; and Cumulative Impacts/Mitigation Measures. This scope anticipates the integration of all individual areas of concern directly into the EIR (rather than preparation of stand-alone technical reports).

The following individual environmental topic areas would be assessed qualitatively and/or quantitatively and discussed in the ADEIR per Appendix G of the State CEQA Guidelines:

- **Aesthetics/Visual Resources:** This section of the EIR will evaluate whether implementation of the project could result in significant alterations to viewsheds, visual character, and lighting and glare conditions of the County. This will consist of reviewing current County policies and code provisions. The extent of potential aesthetic impacts will be qualitatively described. We assume a less than significant impact assessment would be made and mitigation measures would be unwarranted.
- **Agricultural Resources:** This section of the EIR will evaluate whether implementation of the project could result in adverse impacts or loss of agricultural resources (temporary and permanent) in the County. This will consist of reviewing current County policies and code provisions that address these resources, as well as applicable state and federal provisions. The extent of potential resource loss will be identified, as well as the extent of potential conflict with agricultural operations based on consultation with the County and agricultural stakeholders. Mitigation measures will be identified should a significant impact be identified.
- **Air Quality/Greenhouse Gas Emissions:** See Task 3 for a detailed scope of work.
- **Biological Resources:** See Task 3 for a detailed scope of work.
- **Cultural Resources/Tribal Cultural Resources:** See Task 3 for a detailed scope of work.
- **Energy:** HELIX will quantify the estimated energy usage for the proposed development related to the project based upon the most conservative development scenario (i.e., maximum number of residential dwelling units and/or estimated square footage). This information will be used as basis for the GHG emissions estimate (outlined in Task 3), as well. Mitigation measures will be identified as necessary and feasible.
- **Geology and Soils/Mineral Resources:** The EIR will provide mapping and technical information on geologic and seismic stability of development sites, including readily-available information on soil conditions. This will also include identification of important mineral resource sites. We will review and identify applicable federal, state, and county policies and regulations regarding geologic resources. Mitigation measures will be identified, as necessary.
- **Hazards/Hazardous Materials:** The extent of the project parcels/sites that may result in or be exposed to hazards/hazardous materials will be a factor that will be addressed in the EIR. The EIR will identify and map both natural and man-made hazards (e.g., wildland fires, hazardous materials/contamination, airport overlay zones). We will review and identify applicable federal, state, and County policies and regulations. Mitigation measures will be identified, as required.
- **Hydrology and Water Quality:** The extent of the proposed project to impact surface water features and groundwater will be a factor that will be addressed in the EIR. The EIR will identify and map surface and groundwater resources of the County. We will consult with the County's Water Department and service providers regarding the condition of water resources, as well as current water quality and efforts to improve/protect water quality. This will include identification of land areas where groundwater resources are limited and additional demand may result in overdraft concerns. We will review and identify applicable federal, state, and County policies and regulations



- (e.g., implementation of National Pollutant Discharge Elimination System permit requirements to protect water quality). Mitigation measures will be identified.
- **Land Use and Planning:** This section of the EIR will address whether the project and development of the identified parcels from Task 1 would result in conflicts with the County General Plan and associated plans that could result in physical impacts to the environment. An analysis of the current General Plan land use and zoning designations will be presented in the EIR in tabular fashion, juxtaposed against the proposed land use/zoning designation. HELIX will determine the potential impacts to land use and planning qualitatively in the EIR. We will review and identify current County policies and code provisions that address compatibility, as well as applicable state and federal provisions. Mitigation measures will be identified.
  - **Noise:** See Task 3 for a detailed scope of work.
  - **Population and Housing:** The primary purpose of the proposed project is to increase available housing stock and density in the County to provide more affordable housing to current and future residents. The project is expected to result in the potential development of approximately 120-160 dwelling units within and including up to 12 vacant parcels. It is envisioned that this modest increase in housing stock will not result in a significant change to population (or EIR impact) in the County.
  - **Public Services/Recreation/Utilities:** The EIR will also address potential public service and utility demands of the most conservative proposed development scenario (i.e., fire protection, law enforcement, water supply, etc.). We will coordinate with applicable service providers and the County to seek "will serve" letters for the proposed development. Potential conflicts with existing and planned recreation uses and activities will also be identified. Mitigation measures will be identified.
  - **Transportation:** HELIX will identify the average daily trips based upon proposed land use trip generation rates derived from the ITE manual, 9<sup>th</sup> Edition. As it is envisioned that the project will be circulated for public comment in summer 2020, the proposed project must also include a qualitative evaluation of Vehicle Miles Traveled (VMT). We will utilize the most recent traffic volume data from the County and Eastern Sierra Council of Governments (ESCOG) to describe current traffic conditions of the County and near the project parcels/sites. We will review and identify applicable County and ESCOG policies and regulations regarding traffic and identify any mitigation measures required to address potentially significant traffic impacts.
  - **Wildfire:** The EIR will consider and qualitatively evaluate the potential impact associated with wildfire from the potential placement of residential dwellings within the wildland/urban interface.

HELIX has allocated approximately 338 hours for preparation of the ADEIR. The County will review the ADEIR and submit one set of unified comments to HELIX. We will then prepare the public review Draft EIR (DEIR) suitable for public circulation (outlined below).

### Draft Environmental Impact Report

HELIX will prepare and print the DEIR for public distribution and review after authorization from the County. In addition, draft Notices of Completion (NOC) and Availability (NOA) will be produced and submitted to the County for comment. After receiving a single round of comments from the County on the draft Notices, final Notices will be prepared. The NOC will be filed by HELIX with the State Clearinghouse; the County will file the NOC with the County Clerk. The County shall be responsible for publishing the NOA in the Inyo Register. The Draft EIR will be circulated via the State Clearinghouse using their electronic delivery system (cd-roms rather than paper hardcopies). HELIX has allocated approximately 148 hours of staff time for preparation of the Draft EIR.

### **Final Environmental Impact Report (Reponses to Comments)**

Upon closure of the 45-day public review period, HELIX will receive public comments from the State Clearinghouse (via the County) and prepare draft responses to the comments. It is envisioned that County staff (including County Counsel) will assist with response preparation. Upon completion of the responses to comments (drafted in matrix form), HELIX will prepare and submit the Administrative Final EIR (AFEIR) for County review. After review by the County and receipt of a single set of unified comments, the HELIX team will prepare the Final EIR (FEIR) for submittal to the County. The County shall be responsible for distribution of the FEIR, as necessary. The FEIR shall also consist of a Mitigation Monitoring and Reporting Program (MMRP). The County shall prepare Findings of Fact and Statement of Overriding Considerations (FOF/SOC), as needed, with minimal input from HELIX. The FOF will describe each significant impact anticipated to occur as a result of the proposed project and decide as to whether mitigation measures are available to reduce each significant impact to below a level of significance. In the event one or more significant impacts cannot be reduced to below a level of significance, a draft SOC – identifying the social, economic, or other factors taken into consideration in the decision to approve the project despite unmitigated significant environmental impacts – would be necessary. HELIX can assist with preparation of the SOC (along with the FOF) with additional authorization from the County. HELIX will prepare a draft Notice of Determination (NOD) associated with, and the County's decision to approve, the County-generated GPA language and revised zoning ordinance.

HELIX will present the FEIR to the Planning Commission and Board of Supervisors. County staff will present the GPA and zoning ordinance language/policies. Assuming approval of the FEIR by the County, the General Plan will be updated by County staff accordingly. Note: HELIX has allocated approximately 80 hours of professional staff time for preparation of the AFEIR and FEIR. Hours necessary beyond this amount to complete responses to comments (AFEIR) and the FEIR may require additional authorization from the County.

**Deliverables:** Administrative Draft EIR; Draft EIR; Administrative Final EIR (Responses to Comments); Final EIR; MMRP; and NOC/NOA/NOD. All documents are to be prepared electronically and transmitted as Adobe Acrobat PDF. Hardcopies of any document outlined above may be made available with additional authorization of funds to cover printing costs.

#### **Task 5. Team Meetings/Public Hearings**

HELIX will participate in a project kick-off meeting via telephone and occasional (no more than monthly) planning and coordination meetings as requested by the County. As outlined in Task 2, HELIX will prepare for and staff two (2) community engagement meetings during the public scoping period. The community engagement meetings will be staffed by Robert Edgerton (facilitator) and Lesley Owing (recorder). Additionally, as outlined in Task 4, HELIX will staff two (2) meetings in support of the FEIR in front of the Planning Commission and/or Board of Supervisors. Mr. Edgerton will present the FEIR before the decision-makers. A simple PowerPoint presentation will be prepared in support of both the community engagement meetings and the decision-makers meetings. HELIX has allocated approximately 24 hours for attendance at the decision-makers meetings.

**Deliverables:** Meeting presentations in PowerPoint format.

## 1.4 Budget/Cost Summary

We have provided a detailed breakdown of labor hours/cost by task for each staff member of the HELIX team in *Appendix C*. Total project costs shall not exceed **\$151,500** without additional authorization by the County.

## 1.5 Assumptions

The following assumptions are a key component of our proposed scope of work and approach to the project:

- HELIX works on a time and materials (not-to-exceed) basis and has indicated the estimated number of hours allocated for each task in this scope of work. Preparation of deliverables listed under each task item requiring additional time may require additional authorization from the County.
- We assume that the County is seeking to identify the potential for approximately 120-160 additional dwelling units within and including up to 12 vacant land parcels suitable for rezoning.
- HELIX assumes that the County will take lead on developing and refining proposed General Plan Amendments and/or zoning ordinances. HELIX will coordinate with the County during initial preparation of the GPA and zoning ordinance and review same for consistency and integration purposes into the EIR.
- It is envisioned that the two (2) community engagement meetings shall be held in conjunction with the CEQA public scoping period during two consecutive nights (e.g., Tues-Wed) during the same week in Lone Pine and Bishop.
- This scope of work is exclusive of preparation of FOF/SOC, should significant and unavoidable project impacts be identified during preparation of the EIR.
- HELIX assumes that preparation of responses to comments (Task 4) are limited to no more than 40 substantial comments (requiring preparation of no more than 10 pages of tabular responses). Comments beyond this amount may require additional authorization by the County.
- Public comments shall not require HELIX to conduct additional database searches, records searches, or field investigations. Additional impact analysis is also envisioned as being unnecessary.
- HELIX team does not envision having a role in the administration of the County's SB 2 grant award; coordination with HCD is not included in this scope of work.
- HELIX will forego preparation of an Initial Study and conduct an analysis of each environmental factor identified in CEQA Guidelines Appendix G directly in the EIR.
- Preparation of the proposed GPA and/or zoning updates shall be undertaken primarily by the County. HELIX will provide a technical review of proposed language as requested.
- It is envisioned that the proposed project would not trigger the requirement or need of a Water Supply Assessment to quantify potential impact to ground and/or surface water sources.
- Visual simulations or architectural renderings of proposed project developments are not included.
- HELIX will coordinate with County staff to determine the qualitative approach to the VMT analysis as our firm does not have in-house traffic engineering capabilities.

## 2. Schedule

The project team is committed to complete the project in the time frame provided in the Request for Proposals (RFP). The proposed project schedule (*Table 1* below) anticipates consultant selection and

contract negotiation in late January 2020, consultant team project initiation/Notice to Proceed provided in February 2020, and project completion in December 2020. We have incorporated the County's schedule outlined in the RFP, with modifications to accommodate starting Task 1 in February 2020 rather than November 2019 (a three-month lag). We anticipate confirmation of dates with County staff during contract negotiation.

**Table 1. EIR Schedule**

Task #	Task Name	Product(s)	Due Date (2020)
1	Vacant Lands Inventory and Infill Development Opportunities Analysis	Geospatial database (HELIX)	February 28
		General Plan Amendment and zoning ordinance language (County)	March 6
2	Community Engagement Campaign and Notice of Preparation	Notice of Preparation	March 13 - April 10
		Public meetings in Lone Pine and Bishop	March 9 - 13
		Summary public meeting report	March 20
3	Stand-Alone Technical Studies	Air Quality/Greenhouse Gas Emissions	April 15
		Biological Resources	May 15
		Cultural/Tribal Cultural Resources	May 15
		SB 18/AB 52 Consultation Support	April-July
		Noise	April 15
4	Environmental Impact Report	GIS	April-July
		Administrative Draft EIR	June 1
		Notice of Completion	June 21
		Notice of Availability	June 21
		Draft EIR	July 1 - August 15
		Administrative Final EIR (Response to Comments)	September 1
		Final EIR	September 15
		MMRP	September 15
5	Team Meetings/Public Hearings	Notice of Determination	December 31
		Team Meetings	Monthly
		Planning Commission hearing	November-December
		Board of Supervisors hearing	November-December

### 3. Staffing

HELIX's environmental planning staff members have expertise in the preparation of CEQA compliance documents for a broad range of public and private development projects. HELIX staff have worked extensively for public agencies throughout California, and specifically in Inyo County since 2013. Many of our team members should be familiar to County staff having worked on several projects on behalf of the County over the years. Our staff have the technical knowledge and local experience to help guide the County through the community engagement, land use planning, and EIR processes. A Project Team Organization Chart is presented in *Appendix A*, and below is a summary of our approach to organization and staffing.

Staff assigned to the project are highly qualified and have proven experience in the land development sector, land use planning, zoning, and environmental analysis. The organization chart (*Appendix A*), identifies our entire Project Team in relationship to the County. Resumes for each key staff person are included in

Appendix B of this proposal. Each person’s responsibilities/areas of expertise are summarized in Table 2 below.

**Table 2. Key Staff Responsibilities/Expertise**

Key Personnel/Title	Responsibilities
Robert Edgerton, AICP CEP, Project Manager/Principal Planner	Primary County Point-of-Contact and EIR Lead
David Claycomb, AICP, Principal-in-Charge, QA/QC	Oversight and Quality Assurance/Quality Control
Lesley Owing, Environmental Planner	CEQA Preparer (Environmental Planning)
Daniel Van Essen, Environmental Planner	CEQA Preparer (Environmental Planning)
Tim Belzman, Senior Visual Resources Specialist and Land Use Planner	CEQA Preparer (Aesthetics/Visual Resources and Land Use Planning)
Stephen Stringer, Principal Biologist	CEQA Preparer (Biological Resources)
Clarus Backes, RPA, Senior Archaeologist	CEQA Preparer (Cultural Resources)
Joanne Dramko, AICP, Principal Planner and Senior Technical Specialist	CEQA Preparer (Air Quality/GHG and Acoustics/Noise)
Victor Ortiz, Senior Air Quality/Greenhouse Gas Emissions Specialist	CEQA Preparer (Air Quality/GHG)
Charles Terry, Principal Acoustician	CEQA Preparer (Acoustics/Noise)
John DeMartino, Senior GIS Specialist	GIS

## 4. Qualifications

HELIX’s Environmental Planning Group staff will provide the lead contact with the County for the contract and has extensive experience preparing the full range of environmental documents pursuant to CEQA. The group has completed more than 1,000 environmental documents in compliance with CEQA for many types of projects, including:

- Development of residential subdivisions and their associated utility infrastructure
- Mixed-use developments
- Industrial and office developments
- General, Community, and Specific Plans (and amendments thereto)
- Institutional facilities such as universities, schools, churches, and correctional facilities
- Shopping centers and other commercial developments
- Hotels
- Hospitals and medical office facilities
- Fire stations, parks, and other public transit facilities
- Roads, bridges, and highway transportation projects

Included in this section are project descriptions and references for recent HELIX projects relevant to the type of work that will be required to prepare and efficiently manage the EIR and technical studies for the proposed project. We invite the County to contact any of our references to confirm our team’s qualifications

### Inyo County Vacant Lands Inventory EIR Cost Estimate

		Task 1		Task 2		Task 3		Task 4.1		Task 4.2		Task 4.3		Task 5		TOTAL	
HELIX LABOR		Vacant Lands/Infill Inventory Anlyis		NOP and Public Scoping		Tech Studies		ADEIR		Draft EIR		RTC/Final EIR		PC/BOS Meetings (2)			
Title	Rate	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Principal	\$230		\$0	-	\$0	-	\$0	8	\$1,840	8	\$1,840	4	\$920	-	\$0	20	\$4,600
Principal	\$220		\$0	-	\$0	4	\$880		\$0		\$0	4	\$880	-	\$0	8	\$1,760
Principal Planner	\$220	10	\$2,200	32	\$7,040	16	\$3,520	40	\$8,800	24	\$5,280	16	\$3,520	24	\$5,280	162	\$35,640
Principal Planner	\$195	-	\$0	-	\$0	-	\$0	40	\$7,800	16	\$3,120	4	\$780	-	\$0	60	\$11,700
Principal Acoustician	\$200	-	\$0	-	\$0	8	\$1,600	-	\$0	-	\$0	4	\$800	-	\$0	12	\$2,400
Senior Planner/GIS	\$130	24	\$3,120	40	\$5,200	16	\$2,080	130	\$16,900	40	\$5,200	36	\$4,680	-	\$0	286	\$37,180
Envr. Project Manager	\$120	-	\$0	-	\$0	24	\$2,880	-	\$0	-	\$0	-	\$0	-	\$0	24	\$2,880
Sr AO Specialist	\$185	-	\$0	-	\$0	32	\$5,280	-	\$0	-	\$0	4	\$660	-	\$0	36	\$5,940
Environmental Planner I	\$95	-	\$0	-	\$0	-	\$0	80	\$7,600	40	\$3,800	-	\$0	-	\$0	120	\$11,400
Senior Archaeologist	\$165	-	\$0	-	\$0	16	\$2,640	-	\$0	-	\$0	4	\$660	-	\$0	20	\$3,300
Staff Archaeologist	\$100	-	\$0	-	\$0	60	\$6,000	-	\$0	-	\$0	-	\$0	-	\$0	60	\$6,000
Principal Biologist	\$150	-	\$0	-	\$0	18	\$3,040	-	\$0	-	\$0	4	\$760	-	\$0	20	\$3,800
Biologist III	\$95	-	\$0	-	\$0	60	\$5,700	-	\$0	-	\$0	-	\$0	-	\$0	60	\$5,700
Sr. GIS Specialist	\$160	8	\$1,280	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	8	\$1,280
Word Processor	\$80	-	\$0	-	\$0	20	\$1,600	40	\$3,200	20	\$1,600	-	\$0	-	\$0	80	\$6,400
Clerical	\$65	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0	-	\$0
<b>Subtotal HELIX Labor</b>		<b>42</b>	<b>\$6,600</b>	<b>72</b>	<b>\$12,240</b>	<b>272</b>	<b>\$35,220</b>	<b>338</b>	<b>\$46,140</b>	<b>148</b>	<b>\$20,840</b>	<b>80</b>	<b>\$13,860</b>	<b>24</b>	<b>\$5,280</b>	<b>976</b>	<b>\$139,980</b>

EXPENSES	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	TOTAL
Other direct costs/mileage	\$400	\$960	\$1,280	\$2,360	\$1,160	\$340	\$320	\$6,820
Per Diem (+-\$200/Person/Day)	\$0	\$800	\$2,000	\$0	\$0	\$0	\$400	\$3,200
Records Search	\$0	\$0	\$1,500	\$0	\$0	\$0	\$0	\$1,500
Subtotal Expenses	\$400	\$1,760	\$4,780	\$2,360	\$1,160	\$340	\$720	\$11,520
HELIX Mark-Up on Expenses 0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Expenses</b>	<b>\$400</b>	<b>\$1,760</b>	<b>\$4,780</b>	<b>\$2,360</b>	<b>\$1,160</b>	<b>\$340</b>	<b>\$720</b>	<b>\$11,520</b>

TOTAL	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	TOTAL
	\$7,000	\$14,000	\$40,000	\$48,500	\$22,000	\$14,000	\$6,000	\$151,500

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT  
STD 213 (Rev. 03/2016)

AGREEMENT NUMBER  
19-PGP-13300

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME  
County of Inyo

2. The term of this Agreement is:

START DATE  
Upon HCD Approval

THROUGH END DATE  
12/31/2022

3. The maximum amount of this Agreement is:  
\$100,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	5
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	PGP Terms and Conditions	8
Exhibit E	Special Conditions	0
TOTAL NUMBER OF PAGES ATTACHED		15

Items shown with an asterisk (\*) are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLSR/resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Inyo

CONTRACTOR BUSINESS ADDRESS  
P.O. Box Drawer L

CITY  
Independence

STATE  
CA

ZIP  
93625

PRINTED NAME OF PERSON SIGNING  
Cathleen Richards

TITLE  
Planning Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED 3/17/20

CONTRACTING AGENCY NAME  
Department of Housing and Community Development

STATE OF CALIFORNIA

CONTRACTING AGENCY ADDRESS  
2020 W. El Camino Ave., Suite 130

CITY  
Sacramento

STATE  
CA

ZIP  
95633

PRINTED NAME OF PERSON SIGNING  
Synthia Rhinehart

TITLE  
Contracts Manager,  
Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

Synthia Rhinehart

3/19/2020

California Department of General Services Approval (or exemption, if applicable)

**EXHIBIT A**

**AUTHORITY, PURPOSE AND SCOPE OF WORK**

**1. Authority**

Pursuant to Health and Safety Code section 50470, subdivision (b)(1)(A), the State of California Department of Housing and Community Development (the "Department" or "State") has established the Planning Grants Program ("PGP," or the "Program" as defined in Section 102 of the Guidelines) for Local Governments and Localities. This Standard Agreement, along with all its exhibits (the "Agreement"), is entered into under the authority of, and in furtherance of, the purpose of the Program. Pursuant to Health and Safety Code Section 50470, subdivision (d), the Department has issued the Senate Bill 2 Planning Grants Program Year 1 Guidelines (the "Guidelines") dated December 2018 governing the Program, and a Notice of Funding Availability ("NOFA") dated March 28, 2019.

**2. Purpose**

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant to provide financial assistance for the preparation, adoption and implementation of a plan for Accelerating Housing Production and Streamlined Housing Production (as defined in Section 102 of the Guidelines) pursuant to the terms of the Guidelines, the NOFA, and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions of the Guidelines, the NOFA, this Agreement, the representations contained in the application, and the requirements of the authority cited above. Based on the representations made by the Grantee, the State shall provide a grant in the amount shown in Exhibit B, Section 2.

**3. Definitions**

Terms herein shall have the same meaning as definitions in Section 102 of the Guidelines.

**4. Scope of Work**

Update planning documents, entitlement processes or zoning ordinances in accordance with the Grantee's Schedule F: Project Timeline and Budget, as provided by the Grantee in the SB 2 Planning Grant Program application used for subsequent approval by the Department.

**5. Department Contract Coordinator**

The Contract Coordinator of this Agreement for the Department is the Housing Policy Development Manager, or the Manager's designee. Unless otherwise informed, any



**EXHIBIT A**

notice, report, or other communication required by this Agreement shall be mailed by first class mail to the Department Contract Coordinator at the following address:

Department of Housing and Community Development  
Housing Policy Development  
Land Use Planning Unit  
Attention: PGP Program Manager  
2020 West El Camino Avenue, Suite 500  
Sacramento, CA 95833  
P. O. Box 952050  
Sacramento, CA 94252-2050

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Application for Funds**

- A. The Department is entering into this Agreement on the basis of, and in reliance on facts, information, assertions and representations contained in the Application and any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. The Grantee warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

**2. Grant and Reimbursement Limit**

The maximum total amount granted and reimbursable to the Grantee pursuant to this Agreement shall not exceed \$160,000.

**3. Grant Timelines**

- A. This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date").
- B. All Grant funds must be expended by June 30, 2022.
- C. The Grantee shall deliver to the Department all final invoices for reimbursement on or before February 28, 2022, to ensure meeting the June 30, 2022 deadline. Under special circumstances, as determined by the Department, the Department may modify the February 28, 2022 deadline.
- D. It is the responsibility of the Grantee to monitor the project and timeliness of draws within the specified dates.

## EXHIBIT B

### 4. Allowable Uses of Grant Funds

- A. The Department shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the Guidelines, the NOFA, and this Agreement.
- B. Grant funds shall only be used by the Grantee for project activities approved by the State that involve the preparation and adoption of project activities as stated in the scope of work, project description, project timeline and other parts of the application, and eligible activities and uses pursuant to Article III of the Guidelines.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to the preparation and adoption of the proposed activity.
- D. The Grantee shall use no more than 5 percent of the total grant amount for costs related to administration of the project.
- E. A Grantee that receives funds under this Program may use a subcontractor. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.
- F. After the contract has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables in accordance with Schedule F: Project Timeline and Budget and the Statement of Work and subject to the terms and conditions of this Agreement.
- G. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of execution and acceptance of the Standard Agreement and completed during the grant term will be reimbursable.
- H. Approved and eligible costs incurred prior to the NOFA date are ineligible.

### 5. Performance

The Grantee shall take such actions, pay such expenses, and do all things necessary to complete the scope of work specified in Exhibit A and as incorporated by the SB 2 Program application in accordance with the schedule for completion set forth therein and within the terms and conditions of this Agreement.

**EXHIBIT B**

**6. Fiscal Administration**

- A. The Grantee is responsible for maintaining records which fully disclose the activities funded by the PGP grant. Adequate documentation for each reimbursable transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to PGP grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final, absent fraud, mistake or arbitrariness.
- B. Work must be completed prior to requesting reimbursement. The Department may make exceptions to this provision on a case by case basis. In unusual circumstances, the Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work.
- C. Prior to receiving reimbursement, the Grantee shall submit the following documentation:
- 1) Government Agency Taxpayer ID Form (GovTIN; Fi\$cal form);
  - 2) A Request for Funds on a form provided by the Department; and
  - 3) Any and all documentation requested by the Department in the form and manner as outlined in the following subsection D.
- D. Grantee shall submit all required reimbursement documentation to the following address:
- Department of Housing and Community Development  
Housing Policy Development  
Land Use Planning Unit  
Attention: PGP Program Manager  
2020 West El Camino Avenue, Suite 500  
Sacramento, CA 95833  
P. O. Box 952050  
Sacramento, CA 94252-2050**
- E. The Grantee shall submit invoices for reimbursement to the Department according to the following schedule:

**EXHIBIT B**

- 1) At maximum, once per quarter, or
- 2) Upon completion of a deliverable, subject to the Department's approval; and
- 3) At minimum, one invoice for reimbursement annually.

The Department will use the 2019 calendar year beginning with January, with first requests for reimbursement accepted on or after September 30, 2019.

- F. The request for reimbursement must be for a minimum of 15 percent of the maximum grant amount awarded. The Department may consider exceptions to the minimum amount requested on a case-by-case basis. All invoices shall reference the contract number and shall be signed and submitted to the Department's Program Manager at the address provided above in Section 6, item D of Exhibit B. Invoices shall include at a minimum the following information:
- 1) Names of the Grantee's personnel performing work;
  - 2) Dates and times of project work;
  - 3) Itemized costs in accordance with the Schedule F: Project Timeline and Budget and Statement of Work, including identification of each employee, contractor, subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each of the Grantee's employees, contractor(s), sub-recipient(s) or subcontractor's staff member(s), authorized expenses with receipts, and contractor, sub-recipient and subcontractor invoices; and
  - 4) Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of grant funds.
- G. The Department will reimburse the Grantee directly for all allowable project costs as promptly as the Department's fiscal procedures permit upon receipt of an itemized signed invoice.
- H. The Department recognizes that budgeted deliverable amounts are based upon estimates. Grantees may request, in writing, a budget adjustment across deliverables subject to written approval by the Department, as long as the total budget does not exceed the maximum amount awarded to the Grantee.
- I. Grant funds cannot be disbursed until this Standard Agreement has been fully executed.

**EXHIBIT B**

- J. Grant fund payments will be made on a reimbursement basis; advance payments are not allowed. The Grantee, its subcontractors and all partners, must have adequate cash flow to pay all grant-related expenses prior to requesting reimbursement from the Department. The Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work pursuant to Section 601(f) of the Guidelines.
- K. The Grantee will be responsible for compiling and submitting all invoices, supporting documentation and reporting documents. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid.
- 1) Supporting documentation may include, but is not limited to; purchase orders, receipts, progress payments, subcontractor invoices, timecards, or any other documentation as deemed necessary by the Department to support the reimbursement to the Grantee for expenditures incurred.
- L. The Grantee will submit for reimbursements to the Department based on actual costs incurred, and must bill the State based on clear and completed objectives and deliverables as outlined in the application, in Schedule F: Project Timeline and Budget, the Statement of Work, and/or any and all documentation incorporated into this Standard Agreement and made a part thereof.
- M. The Department may withhold 10 percent of the grant until grant terms have been fulfilled to the satisfaction of the Department.

**EXHIBIT D**

**PGP TERMS AND CONDITIONS**

**1. Reporting**

- A. During the term of the Standard Agreement the Grantee shall submit, upon request of the Department, a performance report that demonstrates satisfaction of all requirements identified in this Standard Agreement.
- B. Upon completion of all objectives and deliverables required to fulfill this contract pursuant to Schedule F: Project Timeline and Budget and the Scope of Work, Exhibit A, Section 4, and as referred to in Exhibit B, Section 6, subsection K, within this Standard Agreement, the Grantee shall submit a final close out report in accordance with Section 604, subsection (b), and as instructed in Attachment 3 of the December 2018 Planning Grants Program Guidelines. The close out report shall be submitted with the final invoice by the end of the grant term as listed in Exhibit B, Section 3, subsection C.

**2. Accounting Records**

- A. The Grantee, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- B. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the scope of work, project timeline and budget. Separate bank accounts are not required.
- C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- D. The Grantee agrees that the state or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Standard Agreement.
- E. Subcontractors employed by the Grantee and paid with moneys under the terms of this Standard Agreement shall be responsible for maintaining accounting records as specified above.

**3. Audits**

- A. At any time during the term of the Standard Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the award. At the

**EXHIBIT D**

Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during and over the project life.

- 1) The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.
  - 2) The Grantee agrees to provide the Department or the Department's designee, with any relevant information requested.
  - 3) The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, Program guidelines, and this Agreement.
- B. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in Exhibit D, Section 8 subsection A. of this Standard Agreement.
- 1) The Grantee shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.
  - 2) The Grantee is responsible for the completion of audits and all costs of preparing audits.
  - 3) If there are audit findings, the Grantee must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.
- C. The Grantee agrees to maintain such records for possible audit after final payment pursuant to Exhibit D, Section 3, subsection E. below, unless a longer period of records retention is stipulated.
- 1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee, contractors and sub-contractors until completion of the action and resolution of all issues which arise from it. The Grantee shall include in any contract that it enters into in an amount exceeding \$10,000, the Department's right to audit the contractor's records and interview their employees.



**EXHIBIT D**

2) The Grantee shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.

D. The determination by the Department of the eligibility of any expenditure shall be final.

E. The Grantee shall retain all books and records relevant to this Agreement for a minimum of (3) three years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

**4. Remedies of Non-performance**

A. Any dispute concerning a question of fact arising under this Standard Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute.

B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Standard Agreement.

C. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Standard Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Standard Agreement.

D. Both the Grantee and the Department have the right to terminate the Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to the Department within 30 days of the early termination notice.

E. There must be a strong implementation component for the funded activity through this Program, including, where appropriate, agreement by the locality to formally adopt the completed planning document. Localities that do not formally adopt the funded activity could be subject to repayment of the grant.

F. The following shall each constitute a breach of this Agreement:

1) Grantee's failure to comply with any of the terms and conditions of this Agreement.

2) Use of, or permitting the use of, grant funds provided under this Agreement for any

**EXHIBIT D**

ineligible costs or for any activity not approved under this Agreement.

- 3) Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager.

G. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise the following remedies:

- 1) Disqualify the Grantee from applying for future PGP Funds or other Department administered grant programs;
- 2) Revoke existing PGP award(s) to the Grantee;
- 3) Require the return of unexpended PGP funds disbursed under this Agreement;
- 4) Require repayment of PGP Funds disbursed and expended under this agreement;
- 5) Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the PGP Program requirements; and
- 6) Other remedies available at law, or by and through this agreement. All remedies available to the Department are cumulative and not exclusive.
- 7) The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

**5. Indemnification**

Neither the Department nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Standard Agreement. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents contractors, sub-recipients, or subcontractors under this Standard Agreement.

**6. Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be

**EXHIBIT D**

construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

**7. Relationship of Parties**

It is expressly understood that this Standard Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

**8. Third-Party Contracts**

- A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.
- B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in the Agreement to be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contracts, and subcontractors must be submitted to the Department's program manager.
- C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.
- D. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort between the Grantee and other jurisdictions who are grantees of the SB 2 Planning Grants Program, the Grantee acknowledges that each partner and/or all entities forming the SB 2 Planning Grants Program collaborative are in mutual written agreement with each other but are contractually bound to the Department under separate, enforceable contracts.
- E. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort with other entities that are not grantees of the SB 2 Planning Grants Program, the Department shall defer to the provisions as noted in subsections 8(B) and 8(C) of this part.

**9. Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

- A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.
- B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program

## EXHIBIT D

benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.

- C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the PGP.
- D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the PGP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

### 10. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

### 11. Changes in Terms/Amendments

This Agreement may only be amended or modified by mutual written agreement of both parties.

### 12. State-Owned Data

- A. Definitions

**EXHIBIT D**

**1) Work:**

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

**2) Work Product:**

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and Deliverable conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Work commissioned or performed under this Agreement. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

**3) Inventions:**

Any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Grantee or jointly with the Grantee's contractor, subcontractor and/or sub-recipient and/or Grantee's contractor, subcontractor, and/or sub-recipient's employees with one or more employees of the Department during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

**B. Ownership of Work Product and Rights**

- 1) All work Product derived by the Work performed by the Grantee, its employees or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement, shall be owned by the Department and shall be considered to be works made for hire by the Grantee and the Grantee's contractor, subcontractor and/or subrecipient for the Department. The Department shall own all copyrights in the work product.**
- 2) Grantee, its employees and all of Grantee's contractor's, subcontractor's and sub-recipient's employees agree to perpetually assign, and upon creation of each Work Product automatically assigns, to the Department, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Grantee's contractor, subcontractor and/or subrecipient from the Department. From time to time upon the Department's request, the Grantee's contractor, subcontractor and/or subrecipients, and/or its employees, shall confirm such**

**EXHIBIT D**

assignments by execution and delivery of such assignment, confirmations or assignment or other written instruments as the Department may request. The Department shall have the right to obtain and hold in its name all copyright registrations and other evidence of rights that may be available for Work Product under this Agreement. Grantee hereby waives all rights relating to identification of authorship restriction or limitation on use or subsequent modification of the Work.

- 3) Grantee, its employees and all Grantee's contractors, subcontractors and sub-recipients hereby agree to assign to the Department all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority thereunder and the same shall become and remain the Department's property regardless of whether such protection is sought. The Grantee, its employees and Grantee's contractor, subcontractor and /or subrecipient shall promptly make a complete written disclosure to the Department of each invention not otherwise clearly disclosed to the Department in the pertinent Work Product, specifically noting features or concepts that the Grantee, its employees and/or Grantee's contractor, subcontractor and/or subrecipient believes to be new or different.
- 4) Upon completion of all work under this Agreement, all Intellectual property rights, ownership and title to all reports, documents, plans, specifications and estimates, produced as part of this Agreement will automatically be vested in Department and no further agreement will be necessary to transfer ownership to Department.

**13. Special Conditions**

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

## **Attachment D: Insurance Requirements for Professional Services**

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

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

**Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

**Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. May be waived with signed letter on contractor's letterhead certifying that contractor has no employees.

**Professional Liability (Errors and Omissions):** appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

### **OTHER INSURANCE PROVISIONS**

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

#### **Primary Coverage**

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

#### **Notice of Cancellation**

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

# **Attachment - Insurance Provisions**

## **Attachment D: Insurance Requirements for Professional Services**

### **Waiver of Subrogation**

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

### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

### **Acceptability of Insurers**

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

### **Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

### **Verification of Coverage**

Consultant shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### **Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

### **Special Risks or Circumstances**



## **Attachment D: Insurance Requirements for Professional Services**

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

-end-



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Assured Partners of CA Insurance Services, LLC dba: Wateridge Insurance Services		NAMED INSURED Helix Environmental Planning, Inc. 7578 El Cajon Blvd., Suite 200 La Mesa, CA 91942	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**  
 RE: Insured's operations performed under written contract.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

EVEREST CONTRACTORS ENVIRONMENTAL PLUS COVERAGE PART

### **SCHEDULE**

**Name of Person or Organization:**

Any person or organization that is:

1. An owner of real or personal property on which you are performing operations; or
2. A contractor on whose behalf you are performing operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Paragraph **19. Subrogation of Section IV – Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions of this Policy remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION – ONGOING OPERATIONS**

This endorsement modifies insurance provided under the following:

EVEREST CONTRACTORS ENVIRONMENTAL PLUS COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
Blanket where required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Solely with respect to coverage provided under Coverages **A, B, and C, Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance And Deductible:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
  - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this Policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

EVEREST CONTRACTORS ENVIRONMENTAL PLUS COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any owner, lessee or contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of the loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or a "pollution incident" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to

**Section III – Limits Of Liability and Deductible:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1 Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this Policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

EVEREST CONTRACTORS ENVIRONMENTAL PLUS COVERAGE FORM

**SCHEDULE**

<b>Designated Person or Organization:</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and we will not seek contribution from any other insurance available to the person or organization designated in the Schedule above which you have agreed to insure under this Policy provided that:

- (1) Such person or organization is an insured under this Policy; and
- (2) An "insured contract" requires this insurance to be primary.

All other terms and conditions of this Policy remain unchanged.





# County of Inyo



## Planning Department

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** August 10, 2021

**FROM:** Cathreen Richards

**SUBJECT:** Joint Funding Agreement with USGS

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**RECOMMENDED ACTION:**

**Planning Department** - Request Board approve the Joint Funding Agreement with the U.S. Geological Survey for Wells and Springs Monitored in the Amargosa Desert in the amount of \$8,000 for the period of October 1, 2021 through September 30, 2022, and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

The County has been participating in licensing activities being conducted by U.S. Nuclear Regulatory Commission (NRC) concerning the proposed Repository for High Level Nuclear Waste at Yucca Mountain for many years. Numerous agencies have groundwater monitoring wells in the Amargosa desert, including the U.S. Geological Survey (USGS), National Park Service (NPS), U.S. Fish and Wildlife Service (USFS), Bureau of Land Management (BLM), and Nye County. Many of these wells were developed in relation to the Yucca Mountain program, including several wells developed by Inyo County. USGS monitors wells in the network and archives the data. This information is valuable to the County's Yucca Mountain program because if licensing proceedings re-initiate in the future, the data will provide greater clarity about the groundwater link between the Repository site and Inyo County.

The County has been participating in the monitoring of the Amargosa Well network, and the Joint Funding Agreement (JFA) between the County and USGS will expire September 30, 2021. County staff has coordinated with USGS to prepare the attached new JFA for the network to continue the County's participation in the program. As discussed above, the network provides valuable data for the County's Yucca Mountain program, and staff recommends that the County continue to participate in the program by providing funding to the USGS for its monitoring activities.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could not approve the JFA. This is not recommended because the Amargosa well network provides valuable information relevant to the County's Yucca Mountain program. The Board could also direct staff to collect additional information and return for reconsideration at a future date.

**OTHER AGENCY INVOLVEMENT:**

USGS, NPS, FWS, BLM, and Nye County, NV

**FINANCING:**

Resources for the JFA are budgeted within Yucca Mountain Oversight Budget #620605, Professional Services Object Code #5265. Fund balance is available to finance this work.

**ATTACHMENTS:**

1. USGS Payment Agreement

**APPROVALS:**

Darcy Ellis

Marshall Rudolph

Amy Shepherd

Cathreen Richards

Created/Initiated - 8/3/2021

Approved - 8/3/2021

Approved - 8/3/2021

Final Approval - 8/3/2021



## United States Department of the Interior

U.S. GEOLOGICAL SURVEY  
Nevada Water Science Center  
2730 N Deer Run Rd.  
Carson City, NV 89701

June 10, 2021

Rick Pucci, Chairperson  
Inyo County, Board of Supervisors  
C/o Yucca Repository Assessment Office  
P.O. Drawer L  
Independence, CA 93526

Dear Mr. Pucci:

The Nevada Water Science Center thanks you for your continued support of the water-level and spring discharge monitoring program conducted cooperatively between the U.S. Geological Survey and the County of Inyo, California and other cooperators. The purpose of this study is to maintain a water-level and spring discharge monitoring network in the Amargosa Desert. The total cost to the County of Inyo is \$8,000 for operation and maintenance (O&M) of this program for the period of October 1, 2021 - September 30, 2022. Pending availability of Cooperative Matching Funds from the Cooperative Water Program, we will contribute \$6,026.

If you approve this work and the funding required, please sign the attached joint funding agreement and return a scanned copy to [NVFinance@usgs.gov](mailto:NVFinance@usgs.gov). Funds are not required at this time. A signed agreement is not a bill, only an agreement to pay for the work that will be done.

Sincerely,

JILL

FRANKFORTER

Digitally signed by JILL  
FRANKFORTER  
Date: 2021.06.11 09:22:38  
-07'00'

Jill D. Frankforter, Director  
USGS, Nevada Water Science Center

Enclosures

Cc: Geoff Moret, Jon Wilson, USGS  
NV Finance

22ZJJFA00100

**USGS Nevada Water Science Center**

2730 N. Deer Run Road  
Carson City, NV 89701  
Fax: 775-887-7629  
DUNS: 178930541

**County of Inyo, California**

Yucca Mountain Repository Assessment Office  
PO Drawer L  
Independence, CA 93526  
Phone: 760-878-0263  
Fax: 760-878-0382  
TID: 95-6000545  
DUNS: 010706687

**Technical Contact**

Geoff Moret  
702-564-4545  
gmoret@usgs.gov

**Technical Contact**

Catherine Richards, Planning Director  
760-878-0447  
crichards@inyocounty.us

**Executive Contact**

Jill D. Frankforter, Director  
775-887-7658

**Executive Contact**

Rick Pucci, Chairperson  
760-878-0268

**Billing Contact**

Helen Houston, Budget Analyst  
775-887-7605  
NVFinance@usgs.gov

**Billing Contact**

Paula Riesen, Project Coordinator  
760-878-0263  
priesen@inyocounty.us

Any updates to contact information can be submitted to [NVFinance@usgs.gov](mailto:NVFinance@usgs.gov).

**Form 9-1366  
(May 2018)**

**U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations**

**Customer #: 6000001003  
Agreement #: 22ZJFA00100  
Project #: ZJ00EBM  
TIN #: 95-6005445**

**Fixed Cost Agreement YES[ X ] NO[ ]**

THIS AGREEMENT is entered into as of the October 1, 2021, by the U.S. GEOLOGICAL SURVEY, Nevada Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the County of Inyo (Yucca Mountain Repository) party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation with the water-level and spring discharge monitoring network in the Amargosa Desert, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$6,026 by the party of the first part during the period October 1, 2021 to September 30, 2022
- (b) \$8,000 by the party of the second part during the period October 1, 2021 to September 30, 2022
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:  
  
Description of the USGS regional/national program:
- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

Form 9-1366  
(May 2018)

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Customer #: 6000001003  
Agreement #: 22ZJFA00100  
Project #: ZJ00EBM  
TIN #: 95-6005445

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

**USGS Technical Point of Contact**

Name: Geoffrey Moret  
Chief, Southern NV Studies Section  
Address: 160 N. Stephanie Street  
Henderson, NV 89074  
Telephone: (702) 564-4545  
Fax:  
Email: gmoret@usgs.gov

**Customer Technical Point of Contact**

Name: Catherine Richards  
Planning Director  
Address: C/O Yucca Repository Assessment  
Office P.O. Drawer L  
Independence, CA 93526  
Telephone: (760) 878-0447  
Fax:  
Email: crichards@inyocounty.us

**USGS Billing Point of Contact**

Name: Helen Houston  
Budget Analyst  
Address: 2730 N. Deer Run Road  
Carson City, NV 89701  
Telephone: (775) 887-7605  
Fax: (775) 887-7629  
Email: hhouston@usgs.gov

**Customer Billing Point of Contact**

Name: Paula Riesen  
Project Coordinator  
Address: Yucca Mtn. Repository Assessment  
Office PO Drawer L  
Independence, CA 93526  
Telephone: (760) 878-0263  
Fax:  
Email: priesen@inyocounty.us

U.S. Geological Survey  
United States  
Department of Interior

County of Inyo (Yucca Mountain Repository)

Signature

JILL  
FRANKFORTER  
By FRANKFORTER Date: 2021.06.11 09:23:20 -07'00'  
Name: Jill D. Frankforter  
Title: Director

Signatures

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:  
  
By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:  
  
By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** August 10, 2021

**FROM:** Travis Dean

**SUBJECT:** Resolution and Notice of Completion for the Progress House Generator Project

---

**RECOMMENDED ACTION:**

Request Board approve Resolution No. 2021-42, 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 Generator Project," and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

At the March 16, 2021 meeting of the Board of Supervisors, your Board awarded the construction contract for the Progress House Generator Project to Eldridge Electric & Son, Inc. of Bishop, California in the amount of \$31,439.89.

Eldridge Electric & Son, Inc. recently completed work on the Progress House Generator Project. On July 9, 2021, the final inspection was performed and the work was determined to be complete to the satisfaction of the Public Works Director.

Accordingly, the Director is requesting that the Board adopt the attached Resolution, which accepts the completed work and authorizes the Public Works Director to record a Notice of Completion for the project.

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

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

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

**OTHER AGENCY INVOLVEMENT:**

County Counsel  
Auditor

**FINANCING:**

This project is funded by the Deferred Maintenance Budget 011501, Object Code 5650 Equipment

**ATTACHMENTS:**

1. Notice of Completion and Resolution

**APPROVALS:**

Travis Dean	Created/Initiated - 7/21/2021
Darcy Ellis	Approved - 7/21/2021
Travis Dean	Approved - 7/22/2021
Melissa Best-Baker	Approved - 7/22/2021
Breanne Nelums	Approved - 7/22/2021
Denelle Carrington	Approved - 7/27/2021
Marshall Rudolph	Approved - 7/27/2021
Amy Shepherd	Approved - 7/27/2021
Michael Errante	Final Approval - 7/27/2021



**RESOLUTION #2021 -**

**“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 GENERATOR PROJECT”**

**WHEREAS**, Michael Errante, Director of the Public Works Department of the County of Inyo, has determined that the Progress House Generator Project has been completed by Eldridge Electric & Son Inc. in accordance with the Project Plans and Specifications.

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

Passed, approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by the following vote:

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

---

Matt Kingsley, Chairperson, Board of Supervisors

**ATTEST:**

Clerk of the Board

by \_\_\_\_\_  
Clerk

**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 Generator Project on the property hereinafter described was completed on July 9, 2021 and was accepted by the Board of Supervisors, County of Inyo on March 10, 2020.
2. The property on which the Progress House Generator Project has been completed and is located on is at 536 North 2<sup>nd</sup> Street, Bishop CA 93514.
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 property located at 536 North 2<sup>nd</sup> Street, Bishop, CA 93514.
4. The undersigned, Michael Errante, is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted March 10, 2020, 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 constructed the Progress House Generator Project, pursuant to contract with the County, is Eldridge Electric & Son, Inc.

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 which are necessary or appurtenant to construct the project designated in the contract.

COUNTY OF INYO

Dated:

By: \_\_\_\_\_  
Michael Errante, Director of Public Works

**VERIFICATION**

STATE OF CALIFORNIA     )  
  ) SS.  
COUNTY OF INYO         )

I, Michael Errante, hereby declare: That I am the Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the Progress House Generator Project, and which entity is the owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity's behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Michael Errante



# County of Inyo



## Agricultural Commissioner

### DEPARTMENTAL - NO ACTION REQUIRED

**MEETING:** August 10, 2021

**FROM:** Nathan Reade

**SUBJECT:** Crop and Livestock Report for 2020

---

**RECOMMENDED ACTION:**

Request Board receive a presentation on the 2020 Annual Crop and Livestock Report.

**SUMMARY/JUSTIFICATION:**

This will be a general review of the 2020 annual crop and livestock report, which is submitted in accordance with Section 2279 of the California Food and Agriculture Code. Agriculture continues to be a solid industry that is an integral part of Inyo and Mono counties' economy.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

**ATTACHMENTS:**

**APPROVALS:**

Darcy Ellis  
Janice Jackson  
Nathan Reade

Created/Initiated - 8/2/2021  
Approved - 8/2/2021  
Final Approval - 8/2/2021



# County of Inyo



## Water Department

### DEPARTMENTAL - NO ACTION REQUIRED

**MEETING:** August 10, 2021

**FROM:** Aaron Steinwand

**SUBJECT:** Workshop – Status and summary of the administrative draft of the OVGA Groundwater Sustainability Plan.

---

**RECOMMENDED ACTION:**

**Water Department** - Request Board hear an informational workshop regarding the status and summary of the administrative draft of the OVGA Groundwater Sustainability Plan (GSP).

**SUMMARY/JUSTIFICATION:**

Following the designation of the Owens Valley Groundwater Basin as low priority in 2019, the OVGA decided to continue and prepare a GSP voluntarily to manage groundwater resources and provide an important public service for residents of the Basin. During 2020 and 2021, staff and consultants have proceeded to prepare the GSP and present draft components of the plan to the OVGA Board for discussion and public comment as they were developed. Work on the plan has relied largely on funds provided by a Department of Water Resources grant. Under the terms of the grant agreement and also to comply with SGMA, the OVGA is required to prepare and submit a GSP for the entire basin by January 2022. The GSP does not apply to pumping on lands owned by the Los Angeles Department of Water and Power or de minimis domestic wells.

The administrative draft for internal review by the OVGA Directors is nearly complete, and this workshop will briefly review the process to develop the GSP and will summarize the components of the GSP that are pertinent to portions of the Basin in Inyo County.

The OVGA sustainability goal included in the GSP is to monitor and manage the Basin by implementing a groundwater monitoring network and database and by adopting management actions that fairly consider the needs of and protect the groundwater resources for all beneficial users in the Basin. Based on the low priority status, conditions in the Basin overall are currently deemed sustainable, and the OVGA is committed to preventing undesirable results and to ensuring the sustainability of the Basin is maintained. The plan includes sustainability criteria to maintain groundwater levels and applicable water quality standards and to prevent subsidence. Procedures to continue or expand monitoring, maintain groundwater information in a publically accessible database, and adopt regulations as necessary are also described.

The GSP is organized into five main sections with most of the technical evaluations and backup documentation included as appendices. The five sections describe the purpose and goals for the plan, OVGA agency information, Basin setting (descriptions of the geology, hydrology, groundwater conditions, etc), sustainability

criteria (SMC) and future management actions and projects. Staff and consultants have proposed dividing the Owens Valley Groundwater Basin into three management areas based on the varying hydrogeologic conditions: Fish Slough and Tri-Valley, Owens Valley, and Owens Lake. Dividing the Basin into separate management areas allows for development of unique SMC and potential management actions that take into account the hydrogeologic conditions present in each area. The SMC consist of a description of what constitutes undesirable results (e.g. drying of a domestic well), minimum thresholds which are a quantitative value that defines undesirable results and management objectives that are quantifiable goals for the maintenance or improvement of groundwater conditions. The management objectives are included in the GSP to document if the basin is sustainable based on comparisons with data acquired by the monitoring network and data collected at representative locations as the plan is implemented. Finally, the plan includes a description of the projects and management actions the OVGA has determined will maintain conditions and achieve the sustainability goal for the basin. SGMA requires the GSP include an estimate of the costs to implement the plan, but the GSP recognizes that the basin is low priority and that implementation of any of the actions by the OVGA is discretionary.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

N/A

**ATTACHMENTS:**

1. Board of Supervisors OVGA GSP Workshop

**APPROVALS:**

Aaron Steinwand	Created/Initiated - 7/29/2021
Darcy Ellis	Approved - 7/29/2021
Aaron Steinwand	Approved - 8/4/2021
Marshall Rudolph	Approved - 8/4/2021
Amy Shepherd	Final Approval - 8/4/2021

# Owens Valley Groundwater Authority Groundwater Sustainability Plan Update

Inyo Board of Supervisors  
Workshop

August 10, 2021

Aaron Steinwand  
Inyo County Water Director



Photo Credit: M. Jabis

# GSP Development Steps



## Science: Describe the Basin

Institutional Setting: Plan Area, Water Supply

Data Compilation & Data Management System

Hydrogeologic Conceptual Model

Water Budget (Historical, Current, and Projected)

## Policy: Set Groundwater Monitoring and Goals for the Basin

Develop Monitoring Plan

Define Undesirable Results for this Basin

Set Sustainability Criteria (SMC)

## Implementation Components: Steps the OVGA can undertake to manage the Basin







Projects and Management actions to Achieve Sustainability (Regulations)?

Future Budget and Financing (Fees, Member Contributions?)



# SGMA Sustainability Indicators



Sustainability Indicator	Needed for Owens Valley Basin?
 Lowering GW Levels	<p style="text-align: center;"><b>Yes</b></p>
 Reduction of Storage	<p style="text-align: center;"><b>Yes</b></p>
 Surface Water Depletion	<p style="text-align: center;"><b>Yes</b></p>
 Seawater Intrusion	<p style="text-align: center;"><b>No</b> <span style="color: red; font-size: 2em; vertical-align: middle;">X</span></p>
 Degraded Quality	<p style="text-align: center;"><b>Yes</b> No new standards</p>
 Land Subsidence	<p style="text-align: center;"><b>Yes</b></p>

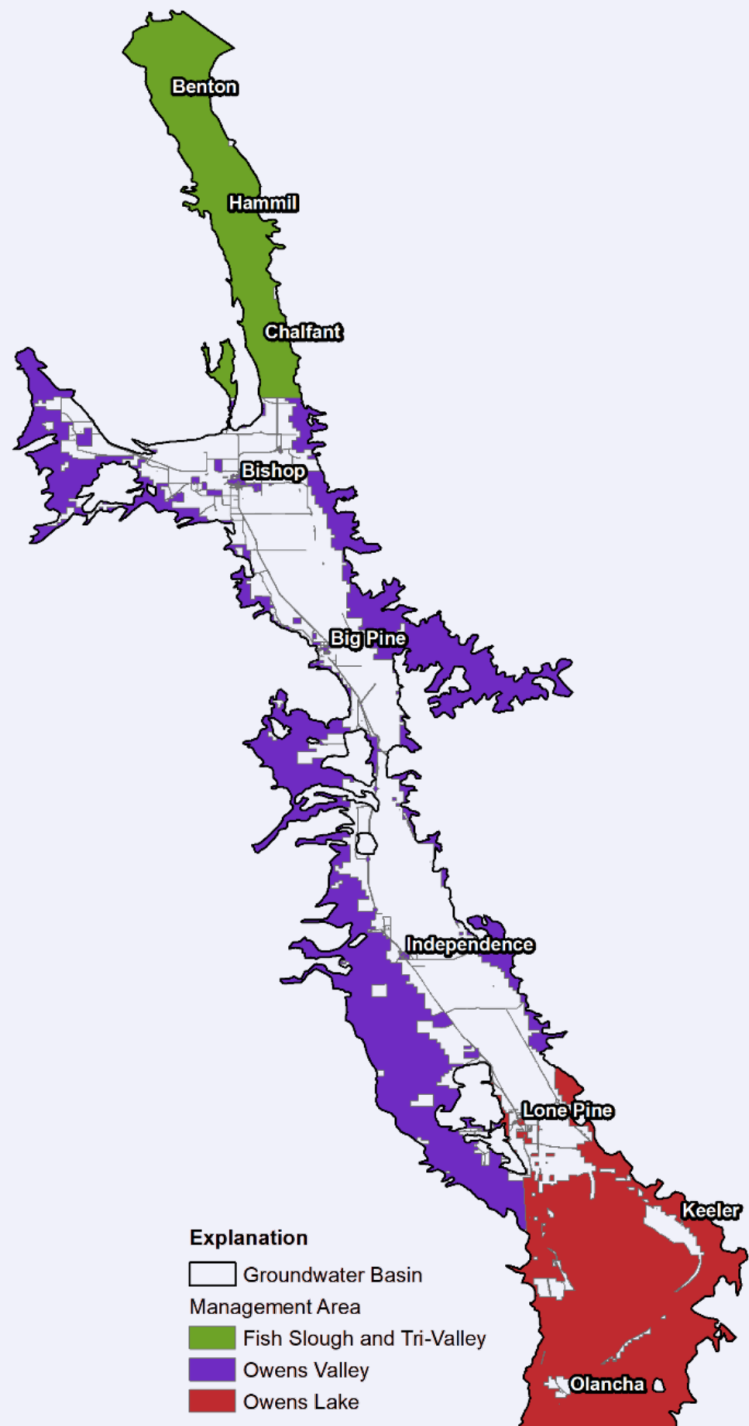


## Three Main Parts of SMC

**Undesirable results** – significant and unreasonable effects for any sustainability indicators.

**Minimum Threshold** – a quantitative value that defines undesirable results.

**Measurable Objective** – specified quantifiable goals for the maintenance or improvement of groundwater conditions. Documents if the basin is sustainable.



Proposed Management Areas for the Owens Valley Groundwater Basin

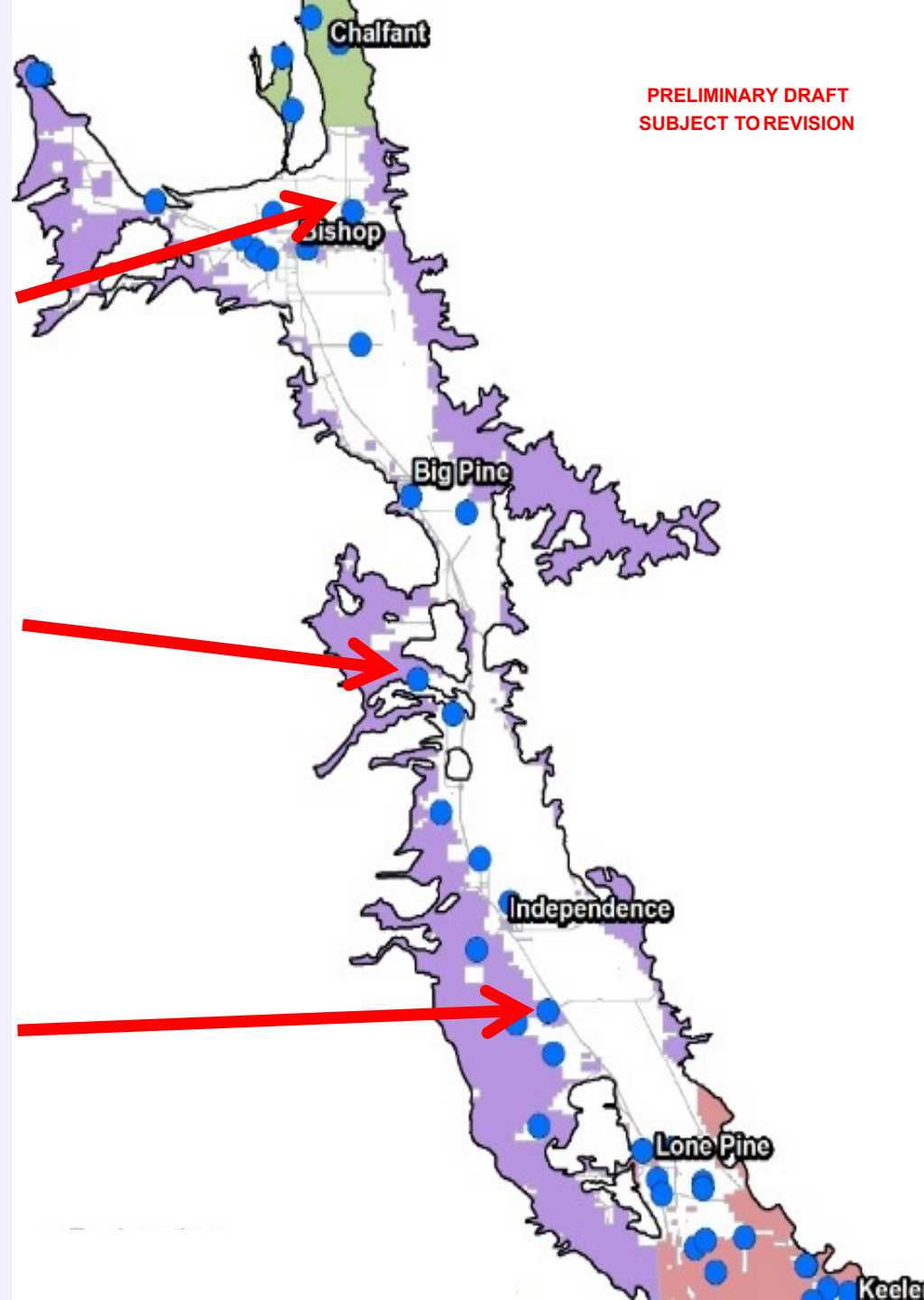
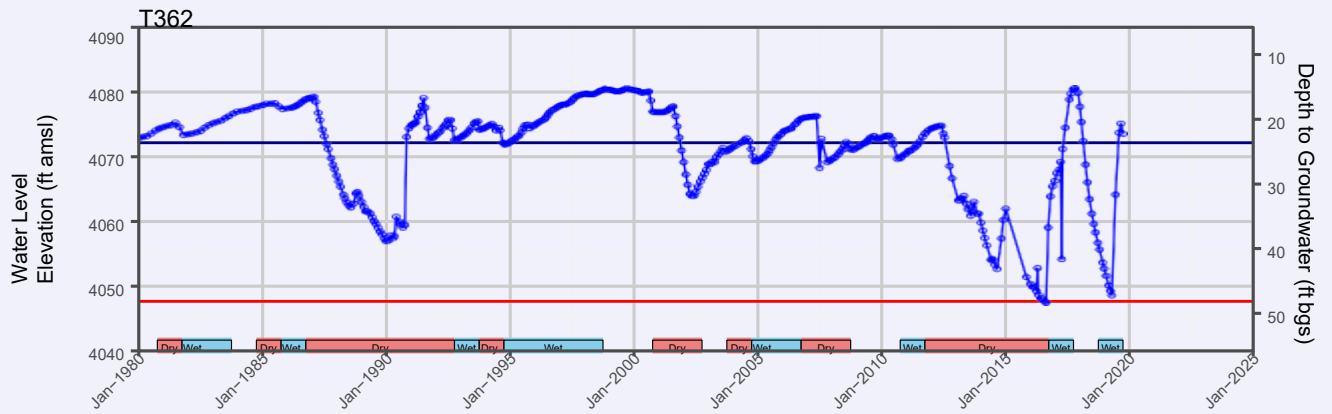
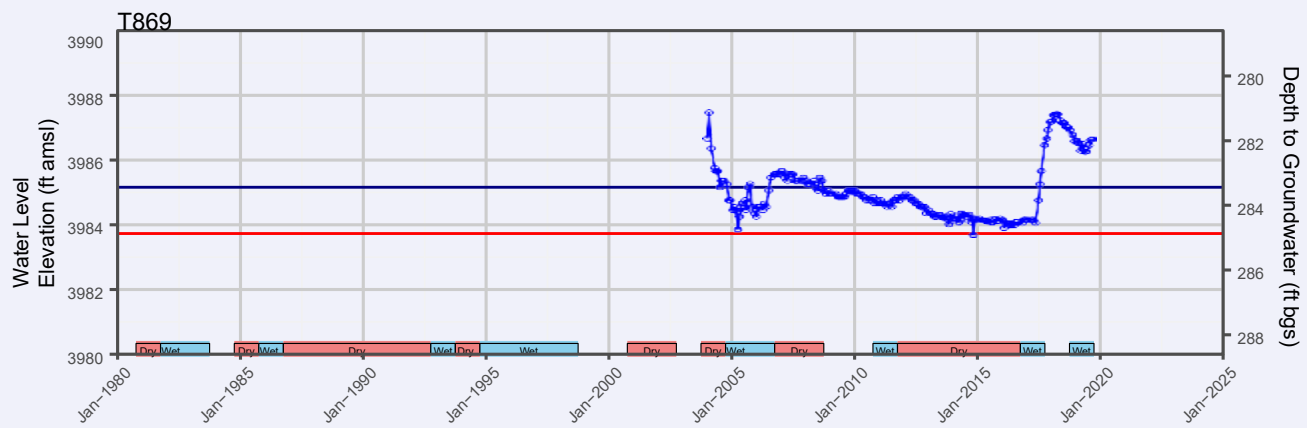
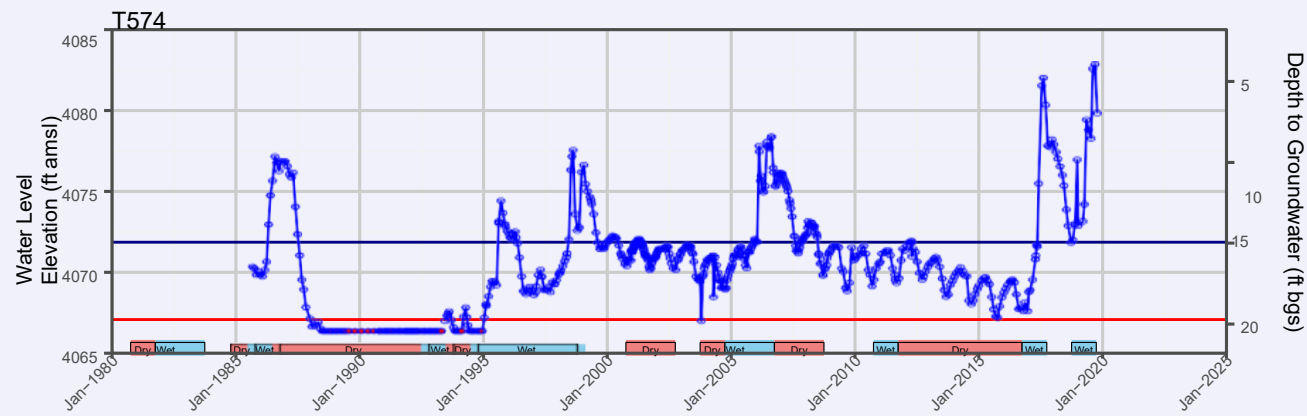
- Explanation**
-  Groundwater Basin
  -  Management Area
  -  Fish Slough and Tri-Valley
  -  Owens Valley
  -  Owens Lake

# Proposed SMC, Owens Valley Management Area



Indicator	Undesirable Results	Metric	Minimum Threshold	Measureable Objective
GW elevation	Increased pumping costs Drying out shallow domestic wells Loss of existing monitoring wells	GW elevation	Lowest GW elevation during 2012-2016 drought -OR - lowest GW elevation available since 2000	Average GW elevation from WY 2001-2010 -OR- Average GW elevation for most recent 10 years
GW Storage Reduction	Decreased ability to maintain status quo pumping during extended drought periods	GW elevation	Same	Same
SW Depletion	Reduction of groundwater discharged to the surface resulting in impairment of GDEs	GW elevation	Same	Same
Land Subsidence	General infrastructure damage	InSAR GW elevation	Groundwater elevation change and Measurement of 0.3 ft of subsidence within a 5 year period	Average GW elevation from WY 2001-2010 -OR- Average GW elevation for most recent 10 years AND 0 ft of subsidence

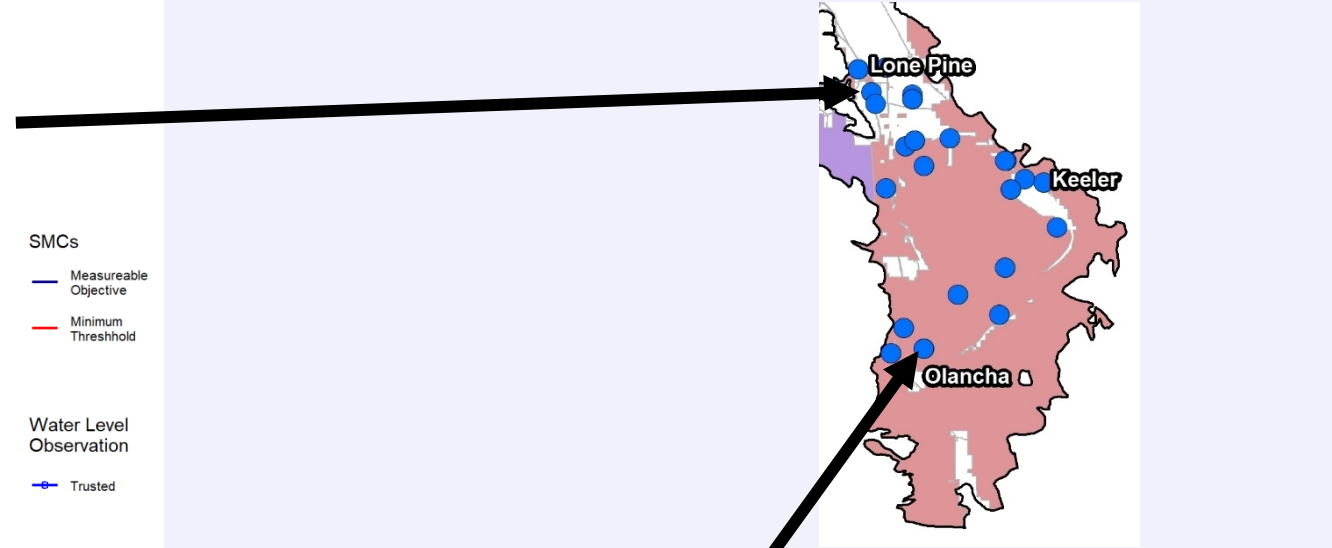
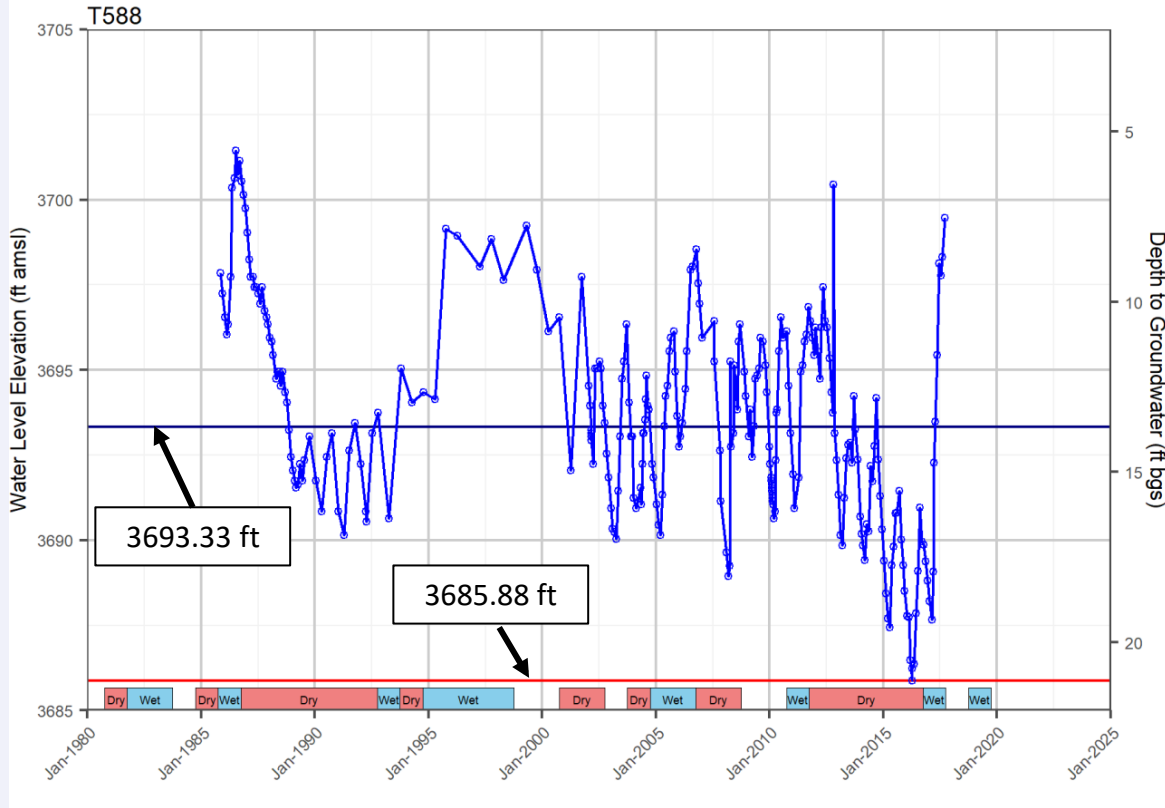
PRELIMINARY DRAFT  
SUBJECT TO REVISION



# Proposed SMC, Owens Lake Management Area



Indicator	Undesirable Results	Metric	Minimum Threshold	Measureable Objective
GW elevation	Increased pumping costs, drying out of shallow domestic wells,  loss of existing monitoring wells	GW elevation	Lowest GW elevation during period of record (usually 2012-2016 drought)  -OR-  Lowest GW elevation available since 2000	Average GW elevation from WY 2001-2010  -OR-  Average GW elevation for most recent 10 years
GW Storage Reduction	Decreased ability to maintain status quo pumping during extended drought periods	GW elevation	Same	Same



# Owens Lake Management Area

Preliminary Draft  
Subject to Revision



# Proposed SMC, Owens Lake Management Area

Indicator	Undesirable Results	Metric	Minimum Threshold	Measureable Objective
SW Depletion	Reduction of groundwater discharged to the surface resulting in impacts to GDEs	GW elevation	Reduction of groundwater flow gradient toward springs below a percentage of the baseline gradient	Baseline period groundwater flow gradient towards springs
Land Subsidence	Damage to conveyance infrastructure  General infrastructure damage	InSar	Measurement of 0.3 ft of subsidence within a 5 year period	Average GW elevation from WY 2001-2010 -OR- Average GW elevation for most recent 10 years AND 0 ft of subsidence



# Authority Granted to OVGA Under SGMA



## The OVGA can:

- Provide technical assistance to groundwater pumpers
- Adopt regulations, ordinances, and resolutions
- Register pumping wells
- Regulate groundwater pumping; amounts or allocations, well-spacing, new or reactivation of wells,
- Measure and report on groundwater conditions
- Enforce compliance with a GSP
- Assess pumping or property-related fees



de minimis - domestic use, <2ac-ft/yr

**SGMA does not apply to de minimis pumpers  
but they can be protected in the GSP**

# GSP Proposed Management Actions and Projects



1. Well Registration and Reporting Ordinance
2. Well Permit Review Ordinance
3. Increase groundwater level monitoring network
4. Tri-Valley groundwater model development
5. Additional Activities:
  - Provide assistance acquiring state or federal funding
  - Develop pumping program to stabilize water levels in Tri-Valley Groundwater Management Area
  - Owens Lake Groundwater Development Project

# GSP Management Actions and Projects



## Tri-Valley Management Area

Sustainability Indicator	Goal	Management Action or Project	Required Action	Timeline	Triggers	Notes
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### Table Explanation

Grouped by Management Area: Some actions apply Basin wide; All jurisdictional issues set aside for now.

Management actions are linked to Sustainability Indicators

Goal: Rationale behind the sustainable management criteria (SMC). “Goal” is shorthand for these tables.

Required Action: What the Board will need to do to

Timeline: Short = 1-2 years  
Medium = 3-4 years  
Long  $\geq$  5 years

Trigger: Event that starts implementation

Owens Valley Management Area						
Sustainability Indicator	Goal	Management Action or Project	Required Action	Timeline	Triggers	Notes
Lowering of Water Levels, Reduction in Storage, Surface Water Depletion	Maintain Water Levels	Set SMC minimum threshold in the GSP at lowest GW elevation during 2012-2016 drought and management objective at the average elevation from 2001-2010	Include in approved GSP	Short	N/A	
		Establish supply well registration and reporting	Well Registration and Reporting Ordinance	Short	GSP adoption	Information is necessary to fill data gap and to maintain database
		Review new permits for water supply wells Regulate production if necessary to ensure water levels remain within SMC	Well Permit Review Ordinance (de minimis excluded).	Short	GSP adoption	Information necessary to maintain database. Hydrology staff or contractor required.
		Acquire or develop groundwater model for the Owens Valley management area	TBD	Medium	Board Direction Grant Funding Awarded	
		Provide assistance acquiring state or federal funding for projects to improve groundwater use efficiency or conservation	Resolution	Medium	Grant Funding Opportunity	Conducted in cooperation with Inyo-Mono IRWMP

Owens Valley Management Area						
Sustainability Indicator	Goal	Management Action or Project	Required Action	Timeline	Triggers	Notes
Subsidence	Prevent subsidence	Set SMC minimum threshold of 0.3 ft and measureable objective based on average water level and 0 ft of subsidence	Include in approved GSP	Short	N/A	
		Monitor water levels and for changes in ground elevation utilizing publically available remote sensing methods	None	Short	Board Direction	Hydrology staff or contractor required to analyze data and report findings
Water Quality	Track Water Quality	Continue data acquisition from ongoing monitoring programs or studies	None	Short	GSP adoption	Staff time to maintain database

Owens Lake Management Area						
Sustainability Indicator	Goal	Management Action	Possible Board Action	Timeline	Triggers	Notes
Lowering Water Levels, Surface Water Depletion	Maintain Water Levels	Set SMC minimum threshold in the GSP at lowest GW elevation during 2012-2016 drought and management objective at the average elevation from 2001-2010.	Include in approved GSP	Short	N/A	
		Establish supply well registration and reporting	Well Registration and Reporting Ordinance	Short	GSP adoption	Information is necessary to fill data gap and to maintain the OVGA database
		Review new permits for water supply wells. Regulate production if necessary to ensure water levels remain within SMC	Well Permit Review Ordinance (de minimis excluded).	Short	GSP adoption	Information needed to maintain OVGA database. Hydrology staff or contractor required.
		Acquire or develop groundwater model for the Owens Lake management area		Medium	Board Direction	
		Participate in the Owens Lake Groundwater Working Group and the proposed regulatory entity to oversee the Master Project EIR and HMMMP provisions	MOU, GSP Amendment to include SMC for GDE/springs for the Master Project	Short and Long	Ongoing Master Project implemented	Hydrology staff or contractor required. Costs or fees associated with oversight could be negotiated with project proponent

Owens Lake Management Area						
Sustainability Indicator	Goal	Management Action	Possible Board Action	Timeline	Triggers	Notes
Subsidence	Prevent subsidence	Monitor water levels and changes in ground elevation utilizing publically available remote sensing methods		Short	GSP adoption	For portion of management area outside the lakebed
		Participate in the proposed regulatory entity to oversee the LADWP Master Project EIR and HMMMP provisions	MOU, GSP Amendment to include SMC for subsidence for the Master Project	Long	Master Project implemented	Hydrology staff or contractor required.
Water Quality	Track Water Quality	Continue data acquisition from ongoing monitoring programs or studies	None	Short	GSP adoption	Staff time to maintain database
		Participate in the Owens Lake Groundwater Working Group and the proposed regulatory entity to oversee the Master Project EIR and HMMMP provisions	MOU, GSP Amendment to include SMC for water quality for the Master Project	Short and Long	Ongoing Master Project implemented	Hydrology staff or contractor required. Costs or fees associated with oversight could be negotiated with project proponent



- Questions?:
- Website: OVGa.us, inyowater.org.
- Contacts:  
Aaron Steinwand  
Inyo County Water Director  
[asteinwand@inyocounty.us](mailto:asteinwand@inyocounty.us)



Funding for this project has been provided in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources





# County of Inyo



## Water Department

### DEPARTMENTAL - NO ACTION REQUIRED

**MEETING:** August 10, 2021

**FROM:** Aaron Steinwand

**SUBJECT:** Owens Valley Groundwater Authority Meeting – August 12, 2021

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**RECOMMENDED ACTION:**

Request Board provide direction to the Owens Valley Groundwater Authority representatives in advance of the OVGA regular meeting scheduled for August 12, 2021.

**SUMMARY/JUSTIFICATION:**

At the next OVGA meeting, staff will provide updates on the status of the GSP administrative draft, Indian Wells Valley Groundwater Authority activities, the Tri-Valley survey, and OVGA current finances.

The agenda contains one Action Item to formally create three management areas in the Basin. Staff and consultants have proposed dividing the Owens Valley Groundwater Basin into three management areas based on the varying hydrogeologic conditions arising from the differences in topography, geology, and climate over the large area of the Basin. The management areas are: Fish Slough and Tri-Valley, Owens Valley, and Owens Lake. Dividing the Basin into separate management areas allows for the development of unique sustainable management criteria and potential management actions that take into account the hydrogeologic conditions present in each area. The Joint Powers Agreement establishing the OVGA requires a majority vote of the Directors appointed by members to create management areas. In March 2021, the OVGA directed staff and consultants to organize the GSP according to the proposed management areas, but the areas have not been created by a formal vote.

The JPA provides that additional costs above typical expenses to administer the GSP within a management area shall be borne by one or more members that are designated to implement the plan in the area unless otherwise agreed to by the OVGA that costs will be shared. Designating the members responsible for the management areas need not be decided at this meeting.

In July, the OVGA discussed proposed management actions developed by staff and tailored for each management area that could be included in the GSP. At the August 12 meeting, staff will present estimated costs for implementing the management actions for OVGA discussion and possible direction. SGMA requires the GSP include an estimate of the costs to implement the plan. The GSP recognizes that the basin is low priority, and that implementation of any activities by the OVGA is discretionary. Decisions whether to implement all or parts of the GSP, designate members responsible for management areas, and how to fund the management actions or projects will be necessary after the GSP is submitted in January 2022.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

City of Bishop, Mono County, Indian Creek-Westridge CSD, Big Pine CSD; Lone Pine Paiute-Shoshone Tribe

**FINANCING:**

N/A

**ATTACHMENTS:**

1. OVGA Agenda Draft 08.12.21 Agenda

**APPROVALS:**

Aaron Steinwand	Created/Initiated - 7/29/2021
Darcy Ellis	Approved - 7/29/2021
Aaron Steinwand	Approved - 8/2/2021
Marshall Rudolph	Approved - 8/2/2021
Amy Shepherd	Approved - 8/4/2021
Aaron Steinwand	Final Approval - 8/4/2021

## Owens Valley Groundwater Authority

August 12, 2021 2:00 PM

### Board of Directors Meeting Agenda

*All members of the public are encouraged to participate in the discussion of any items on the Agenda. Members of the public will be allowed to speak about each agenda item before the Board of Directors 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 Directors or the Owens Valley Groundwater Authority.*

*Public Notice: In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact Laura Piper at (760) 878-0001. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the OVGA to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require alternative formatting of this agenda, please notify Laura Piper 72 hours prior to the meeting to enable the OVGA to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2).*

**NOTICE TO THE PUBLIC:** In order to minimize the spread of the COVID-19 virus, Governor Newsom has issued Executive Orders that temporarily suspend certain requirements of the Brown Act. The Bishop City Council Chambers are closed to the public, and the Owens Valley Groundwater Authority will conduct this meeting exclusively online. Directors and staff will participate via videoconference accessible to the public at: <https://us02web.zoom.us/j/86989033987?pwd=cWxZcTkxRFd6RmZpS0FHTzk1cU1QQT09>

To join by phone, refer to the numbers and webinar ID at the bottom of the agenda. To provide public comment, at the appropriate agenda item during the meeting, press the raise your hand button in the Zoom window. Public comment also may be provided by emailing comments, limited to **250 words or less**, prior to the meeting or before the staff report for the item has ended. Efforts will be made to read your comment, but submittals longer than 250 words may not be read or may be summarized due to time limitations. All comments will be made a part of the record. Please submit a separate email for each item that you wish to comment upon to [lpiper@inyocounty.us](mailto:lpiper@inyocounty.us), and identify in the subject line of the email which agenda item the comment addresses.

**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 at the Board's discretion.)

1. Pledge of allegiance.
2. Public comment.
3. Introductions.
4. Approval of minutes from the July 20, 2021 OVGA Board meeting.
5. Board Member Reports.
6. OVGA staff reports
  - a. Financial Report
  - b. Report on Indian Wells Valley Groundwater Authority activities.
  - c. Tri-Valley survey update
7. Discussion and possible direction to staff regarding future management actions and associated projected costs to implement the Groundwater Sustainability Plan.
8. Action Item: Creation of Owens Valley Groundwater Basin Management Areas.
9. Discussion regarding future agenda items.

10. Adjourn.

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Join the August 12, 2021 OVGA webinar:

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/86989033987?pwd=cWxZcTkxRFd6RmZpS0FHTzk1cU1QQT09>

Or One tap mobile :

US: +16699006833,,86989033987 or +13462487799,,86989033987

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 900 6833  
+1 346 248 7799  
+1 253 215 8782  
+1 929 205 6099  
+1 301 715 8592  
+1 312 626 6799

Webinar ID: 869 8903 3987

Passcode: 630906

International numbers available: <https://us02web.zoom.us/j/86989033987>



# County of Inyo



## County Administrator

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** August 10, 2021

**FROM:** Leslie Chapman

**SUBJECT:** Declare items surplus and approve donation of furniture

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**RECOMMENDED ACTION:**

Request Board: A) declare a limited amount of office furniture staged at the fairgrounds after the move to the County Office Building that was subsequently acquired by various local agencies to be surplus; and B) approve the donation of said office furniture to various local agencies (*4/5ths vote required*).

**SUMMARY/JUSTIFICATION:**

California Government Code section 25365 allows the Board of Supervisors, upon a 4/5ths vote, to donate the County's personal property that it declares to be surplus to local public agencies. This item is on for your Board to retroactively declare certain personal property to be surplus to the County, and to donate said property to certain local public agencies.

With the move to the new County Office Building, the County had a stockpile of old and used office furniture staged at the fairgrounds. Due to some miscommunication amongst County staff, the Eastern Sierra Transit Authority, the City of Bishop, and the Round Valley School District were told that the furniture was going to be thrown away and they could pick up some pieces of that furniture for their respective agencies use. Those agencies did that and have a limited amount of the office furniture in their current possession. As such, staff requests that the Board declare said furniture to be surplus, and to donate that furniture to those agencies pursuant to Government Code section 25365.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

A notice of this intended action was published pursuant to Government Code section 25365(c).

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could seek the return of the furniture at issue, which would allow it to be distributed to County departments that may be in need of some office furniture. Any furniture remaining thereafter could be disposed of in the regular course of business, including a potential donation to local public agencies.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

The fiscal impact is unknown at this time, as County Departments will not have as much access to the old furniture that was already obtained by other entities.

**ATTACHMENTS:**

**APPROVALS:**

John Vallejo	Created/Initiated - 7/23/2021
Sue Dishion	Approved - 7/23/2021
Darcy Ellis	Approved - 7/23/2021
Marshall Rudolph	Approved - 7/23/2021
Sue Dishion	Approved - 8/4/2021
Denelle Carrington	Approved - 8/4/2021
Amy Shepherd	Approved - 8/4/2021
Leslie Chapman	Final Approval - 8/4/2021



# County of Inyo



## County Counsel/County Administrator

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** August 10, 2021

**FROM:** Marshall Rudolph, Clint Quilter

**SUBJECT:** Relocation of the Veterans Service Officer and Repeal of Chapter 2.07

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#### **RECOMMENDED ACTION:**

Request Board:

- A. waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Repealing Chapter 2.07 of the Inyo County Code, Pertaining to Reorganization of County Departments and Offices," and schedule enactment for 11 a.m. August 17, 2021, in the Board of Supervisors Chambers, County Administrative Center, Independence; and
- B. waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Repealing Ordinance Number 1044 and Establishing a New Chapter 2.30 of the Inyo County Code," and schedule enactment for 11 a.m. August 17, 2021, in the Board of Supervisors Chambers, County Administrative Center, Independence.

#### **SUMMARY/JUSTIFICATION:**

For a number of reasons, not the least of which includes a more efficient budgeting structure, County administration recommends your Board relocate the Veterans Services Officer to a place within the CAO's Department. This action requires an ordinance because the Veterans Services Officer was previously organized within the Sheriff's Department via ordinance. As discussed in the Background section of this staff report, staff recommends you concurrently repeal Inyo County Code Chapter 2.07.

#### **BACKGROUND/HISTORY OF BOARD ACTIONS:**

Normally the movement of a position like the VSO would be routine business for a county board of supervisors. However, Inyo County is in a relatively unique spot here given the existence of "Measure A" and Inyo County Code Chapter 2.07, which codified Measure A. Measure A generally provides that no Board ordinance changing the structure of a County department or office is effective until it is thereafter approved by the voters.

Measure A was a citizens initiative measure placed on the March 7, 2000, Inyo County consolidated statewide primary election ballot. A majority of the citizens voting approved Measure A although issues were raised at the time regarding its likely unconstitutionality. Notwithstanding Measure A being passed, in 2001, the Board moved the Veterans Service Officer into the Sheriff's Department without adhering to the requirements of Measure A. Additionally, in 2004, the Board reorganized the Environmental Health Department via consolidating (1) the Animal Control Program with the Sheriff's Department and (2) the Mosquito Abatement Program with the Ag Department, also without adhering to the requirements of Measure A. However, in 2006, the Board codified the

substance of Measure A as Chapter 2.07 of the Inyo County Code. That codification did not affect the validity or invalidity of Measure A. And Chapter 2.07 itself is arguably an unconstitutional attempt to delegate to the voters a discretionary power that is in the nature of a public trust which cannot be exercised by anyone except the Board of Supervisors.

The Office of the County Counsel previously opined, and continues to opine, that a court would most likely find Measure A to be an unconstitutional attempt to use the initiative power because, among other reasons, your Board was delegated exclusive power over the organization of County Departments and certain Offices by the State Legislature (pursuant to the California Constitution). However, given the codification of Chapter 2.07 by your Board requiring your organizational decisions to be ratified by the electorate, the recommendation to re-organize the veterans service officer within the County government, and the potential for your Board to come across the same or similar issues in the future, staff recommends that Chapter 2.07 be repealed concurrently with the relocation of the VSO. This would leave only the applicability and likely unconstitutionality of Measure A as the key remaining issues needing resolution if litigation is commenced over the relocation of the VSO.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could make no changes to the location of the VSO within the County government. This is not recommended based on the reasons provided for moving the VSO above.

Your Board could change the location of the VSO but also leave Inyo County Code Chapter 2.07 in place. This is not recommended because your Board would then need to submit the Ordinance to the voters in order to comply with Chapter 2.07, which is itself arguably unconstitutional. Or, if you did not choose to comply with Chapter 2.07, then the validity of the Ordinance would be exposed to a lawsuit based on a failure to adhere to the provisions of Chapter 2.07, in addition to the potential claims regarding the applicability of Measure A. Any similar future actions would be subject to the same costs and/or litigation exposures if Chapter 2.07 is left in place.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

**ATTACHMENTS:**

1. Ordinance Replacing Chapter 2.30
2. Ordinance Repealing Chapter 2.07

**APPROVALS:**

Darcy Ellis	Created/Initiated - 7/13/2021
John Vallejo	Approved - 7/13/2021
Clint Quilter	Approved - 8/3/2021
Marshall Rudolph	Approved - 8/4/2021
Amy Shepherd	Approved - 8/4/2021
Sue Dishion	Approved - 8/4/2021
Leslie Chapman	Final Approval - 8/4/2021



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, REPEALING ORDINANCE NUMBER 1044 AND ESTABLISHING A NEW CHAPTER 2.30 OF THE INYO COUNTY CODE, PERTAINING TO THE VETERANS SERVICES OFFICER**

**WHEREAS**, pursuant to the California Constitution, the State Legislature has delegated to county boards of supervisors the exclusive power to organize the structure of County Departments and certain County Offices; and

**WHEREAS**, in March of 2000, the County’s voters approved a citizens initiative measure identified as “Measure A”, that interferes with the Board of Supervisors’ ability to carry out that exclusive power by requiring voter approval of any ordinances the Board may wish to enact that would alter the structure of County departments and offices; and

**WHEREAS**, in 2004, Inyo County located the Veterans Services Office within the Sheriff’s Department without adhering to the requirements of Measure A; and

**WHEREAS**, the Inyo County Board of Supervisors has determined that Measure A is unconstitutional; and

**WHEREAS**, the Inyo County Board of Supervisors has also determined that it will now be more efficient and effective to locate the Veterans Services Office within the County Administrator’s Office, which will require enactment of an ordinance.

**[INTENTIONALLY BLANK]**

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

**SECTION I:** Inyo County Ordinance No. 1044 is hereby repealed.

**SECTION II:** Military and Veterans Code Section 970 allows the board of supervisors of any county to appoint, prescribe the qualifications of and fix the compensation of the county veterans service officer. Military and Veterans Code Section 970 also provides that two or more counties may jointly establish a single veterans service office which shall serve all the counties that agreed to the joint establishment of that office. Military and Veterans Code Section 972 provides that the board of supervisors may provide the veterans service officer with such assistance and facilities as it deems necessary. Finally, Government Code Section 24308 authorizes a county board of supervisors, by ordinance, to organize the delivery of services by consolidating, integrating, or separating duties and functions of county officers and organizational units within departments, to the extent deemed necessary by the board of supervisors.

**SECTION III:** Chapter 2.30 is hereby added to the Inyo County Code to read as follows:

“2.30.010 Location. The County Veterans Service Office is located within the County Administrator’s Office.

2.30.020 Duties.

The County Veterans Service functions are as follows:

- A. Administering the aid provided for in, and investigating all claims, applications or request for aid made pursuant to the terms of Chapter 5, Division 4 of the Military and Veterans Code;
- B. Assisting every veteran of any war of the United States and the dependent of every deceased veteran, in presenting and pursuing any claim the veteran may have against the United States and establishing the veteran’s right to any privilege, preference, care, or compensation provided for by the laws of the United States or of this State;
- C. Presenting and pursuing claims against the United States referred by any public agency pursuant to Section 721 of the Military and Veterans Code;
- D. Administering and certifying oaths and affirmations, taking and certifying affidavits and acknowledgements, and exercising any other power of a notary public, as part of the veterans officer duties under Chapter 5, Division 4 of the Military and Veterans Code in assisting veterans with respect to their affairs;

E. Establishing offices in Independence, Bishop, and such other locations as are provided by the county, and performing outreach services and activities in other areas as are reasonable and necessary;

F. Any other duties provided for the county veterans service officer by the State of California; and

G. All other related duties and functions as determined by the county.

2.30.030 Assets. Upon location within the County Administrator's Office, all assets of the county Veterans Service Office held by it or any other County Department shall become assets of the County Administrator's Office.

2.30.040 Personnel. Upon location within the County Administrator's Office and except as provided in Section 2.30.050 below, all employees and other personnel who serve the county veterans service office and perform veterans service functions, shall remain employees of the County and become the personnel of the County Administrator's Office at their existing or equivalent classifications, and at their existing salaries and benefits that include accrued and unused vacation, sick-leave, flex-time, and health and pension plans. Further employment seniority of an employee of the County Veterans Service Office upon the Veterans Service Office being located within the County Administrator's Office shall be counted towards seniority in the County Administrator's Office and all time spent in the same, equivalent, or higher classification shall be counted toward classification seniority.

2.30.050 Veterans Service Officer—Qualifications, appointment, duties, and compensation.

A. Any person appointed as the Veterans Service Officer shall have the following qualifications:

1. Shall be a veteran as defined by Section 980 of the Military and Veterans Code;

B. The Veterans Service Officer shall be appointed by (and report to) the board of supervisors or its designee.

C. The Veterans Service Officer's duties shall be those set forth in Military and Veterans Code Section 970 et seq., and the ordinance codified in this section.

2.30.060 [RESERVED]

2.30.070 Agreement for joint Inyo-Mono Veterans Service Office.

Mono County may agree in writing to the joint establishment of a Inyo-Mono veterans service office as established under the provisions of this chapter. Should Mono County not agree, or cease to agree at any time to the joint establishment of the Veterans Service Officer as provided for by this chapter, then this chapter shall provide only for the establishment and location of the Inyo County Veterans Service Officer.”

**SECTION III: EFFECT ON PRIOR AGREEMENTS**

This ordinance shall not have any effect on agreements entered into with Mono County pursuant to the provisions of former Inyo County Code Section 2.30.070, and any such agreements shall remain in full force and effect according to the terms of any such agreements.

**SECTION IV: EFFECTIVE DATE**

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

**PASSED AND ADOPTED THIS \_\_ DAY OF \_\_\_\_\_, 2021.**

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
**Jeff Griffiths, Chairperson**  
**Inyo County Board of Supervisors**

**ATTEST:**  
**Leslie Chapman**  
**Clerk of the Board**

**By:** \_\_\_\_\_  
Darcy Ellis, Assistant

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, REPEALING CHAPTER 2.07 OF THE INYO COUNTY CODE, PERTAINING TO REORGANIZATION OF COUNTY DEPARTMENTS AND OFFICES**

**WHEREAS**, pursuant to the California Constitution, the State Legislature has delegated to county boards of supervisors the exclusive power to organize the structure of County Departments and certain County Offices; and

**WHEREAS**, in March of 2000, the County’s voters approved a citizens initiative measure identified as “Measure A”, that interferes with the Board of Supervisors’ ability to carry out that exclusive power by requiring voter approval of any ordinances the Board may wish to enact that would alter the structure of County departments and offices; and

**WHEREAS**, in 2006, the Board of Supervisors codified Measure A as Chapter 2.07 of the Inyo County Code, via Ordinance 1044; and

**WHEREAS**, the current Board of Supervisors determined that Chapter 2.07 is unconstitutional; and

**WHEREAS**, this ordinance does not affect the validity or invalidity of Measure A.

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

**SECTION I:** Chapter 2.07 is repealed in its entirety.

**SECTION II: 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 \_\_ DAY OF \_\_\_\_\_, 2021.**

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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**Jeff Griffiths, Chairperson**  
**Inyo County Board of Supervisors**

**ATTEST:**  
**Leslie Chapman**  
**Clerk of the Board**

**By:** \_\_\_\_\_  
Darcy Ellis, Assistant