

Agenda

County of Inyo Board of Supervisors

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

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Anyone wishing to speak, please obtain a card from the Board Clerk and indicate each item you would like to discuss. Return the completed card to the Board Clerk before the Board considers the item (s) upon which you wish to speak. You will be allowed to speak about each item before the Board takes action on it.

Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Supervisors or County Government. No card needs to be submitted in order to speak during the "Public Comment" period.

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

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

December 4, 2012

9:00 a.m. INVOCATION by Supervisor Richard Cervantes

PLEDGE OF ALLEGIANCE

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

1. **PUBLIC COMMENT**
2. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
3. **INTRODUCTION** – Ms. Denise Hayden, Administrative Secretary in the Public Works Department will be introduced to the Board.

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

4. **Emergency Services** – Request Board continue the local emergency as a result of the Inyo Complex Oak Creek Mud Flows.
5. **Information Services** – Request Board declare Nielsen's Equipment as sole source provider of cell phone boosters and ratify and approve the purchase of three cell phone signal boosters from Nielsen's Equipment in an amount not to exceed \$7,919.63.
6. **Parks** – Request Board award the bid to and approve and ratify the Contract between the County of Inyo and Bishop Waste Disposal for waste hauling services at County parks and campgrounds located in the South County area, including recycling services; for the period of December 1, 2012 through November 30, 2015, in an amount not to exceed \$18,956.16, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign contingent upon the appropriate signatures being obtained.
7. **Parks** – Request Board award the bid to and approve and ratify the Contract between the County of Inyo and Bishop Waste Disposal for waste hauling services at County parks and campgrounds located North of Independence, including recycling services; for the period of December 1, 2012 through November 30, 2015, in an amount not to exceed \$62,174.49, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign contingent upon the appropriate signatures being obtained.

PUBLIC WORKS

8. Request approval of a resolution accepting improvements of the Bishop Library Re-Roofing Project and authorize the recording of a Notice of Completion for the Project.

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

9. **SHERIFF'S DEPARTMENT** - Request approval of the Contract between the County of Inyo and CTA-PSCO for the provision of radio repeater site maintenance, in an amount not to exceed \$25,000; and authorize the Chairperson to sign.
10. **AGRICULTURAL COMMISSIONER** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the Deputy Agricultural Commissioner/Sealer position exists, as certified by the Agricultural Commissioner, and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position of Deputy Agricultural Commissioner/Sealer, the position could be filled through an internal departmental recruitment, however an internal countywide recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one Deputy Agricultural Commissioner/Sealer at Range 80 (\$5,238 – \$6,371).
11. **HEALTH AND HUMAN SERVICES – Social Services** – Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the Office Assistant position exists in the Social Services budget, as certified by the Director of Health and Human Services, and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position of Office Assistant, the vacancy could possibly be filled through an internal recruitment, however an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one Office Assistant I at Range 44 (42,259 - \$2,750) or II at Range 46 (\$2,358 - \$2,877) depending upon qualifications.
12. **HEALTH AND HUMAN SERVICES – Social Services** - Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the Integrated Case Worker position exists in the Social Services budget, as certified by the Director of Health and Human Services, and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position of Integrated Case Worker, the vacancy could possibly be filled through an internal recruitment, however an open recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of one Integrated Case Worker I at Range 60 (\$3,271 – \$3,973) or II at Range 64 (\$3,590 – \$4,363), depending upon qualifications.
13. **HEALTH AND HUMAN SERVICES – ESAAA** – The Board of Supervisors/Eastern Sierra Area Agency on Aging Governing Board will receive and discuss updates regarding current issues affecting the delivery of senior services in Inyo County and the Eastern Sierra encompassed by Public Service Area 16, providing direction as appropriate.
14. **COUNTY ADMINISTRATOR – Advertising County Resources** – Request Board authorize final payment for the completed Community Project Sponsorship Grant Projects as follows: \$1,000 to the Lone Pine Chamber of commerce for its Music in the Courtyard Program; \$1,500 to the Inyo Council for the Arts for the 2012 Millpond Music Festival; \$2,000 to the bishop Area Chamber of Commerce and Visitors Bureau for hosting the Outdoor Writers Association of California Post Conference Tours.
15. **PLANNING** – Request Board review the U.S. Forest Services Environmental Assessment for the proposed Black Canyon Riparian Restoration Project; review the correspondence in regards thereto, and authorize the Chairperson to sign.
16. **PLANNING** – Request Board A) receive information regarding coordination with Forest Service staff concerning the Inyo National Forest Plan Update/Revision and provide input; B) approve the correspondence regarding the Science Synthesis; and authorize the Chairperson to sign; C) review the draft Collaboration and Communication Plan for the Update effort; and D) approve the correspondence regarding the draft Plan; and authorize the Chairperson to sign.
17. **WATER DEPARTMENT** – Request A) approval of \$5,000 of financial assistance to the Integrated Regional Water Management Plan; and B) approve an appropriation change in the Water Department Budget Unit 024102, moving \$5,000 from Office and other Equipment <\$5,000 (Object Code #5232) to Other Agency Contributions (Object Code #5539).

18. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, the Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.
19. **CLERK OF THE BOARD** – Request approval of the minutes of the Board of Supervisors Meetings of A) November 6, 2012; B) November 13, 2012; and C) November 20, 2012.

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

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

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

20. **PUBLIC COMMENT**

CLOSED SESSION

21. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(C)]**. – decision whether to initiate litigation (one case).
22. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]**. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Deputy Sheriff's Association (DSA) - Negotiators: Labor Relations Administrator, Sue Dishion, Information Services Director, Brandon Shults, and Planning Director Josh Hart.
23. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]**. Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Elected Officials Assistant Association (EOAA) - Negotiators: Chief Probation Officer Jeff Thomson and Labor Relations Administrator Sue Dishion.
24. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]**. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) - Negotiators: Labor Relations Administrator Sue Dishion.
25. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]**. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators: Labor Relations Administrator Sue Dishion, Director Child Support Services Susanne Rizo, and Chief Probation Officer Jeff Thomson.
26. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]**. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Probation Peace Officers Association (ICPPOA) - Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.
27. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]**. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators' Association (LEAA) - Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.

REPORT ON CLOSED SESSION AS REQUIRED BY LAW

CORRESPONDENCE - INFORMATIONAL

- 28 **LICENSES** – Application for Alcoholic Beverage License for Fort Independence Travel Plaza in Independence.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 4

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF December 4, 2012

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board continue the local emergency as a result of the Inyo Complex Oak Creek Mud Flows.

SUMMARY DISCUSSION: - During your August 5, 2008 Board of Supervisors meeting your Board took action to continue the local emergency, which was a result of the Inyo Complex Oak Creek Mud Flows. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a week-to-week basis. The recommendation is that the emergency be continued until the permanent diversions are in place. LADWP has notified your Board that the completion of the project is expected for sometime this fall. Therefore, it is recommended that your Board continue the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

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

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



**AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO**

For Clerk's Use
Only:
AGENDA NUMBER

5

- Consent Departmental Correspondence Action Public Hearing
- Scheduled Time for 10:30AM – 11:30AM Closed Session Informational

FROM: County Administrator – Information Services

FOR THE BOARD MEETING OF: **December 4, 2012**

SUBJECT: Ratification of purchase of Cell Phone Signal Boosters

DEPARTMENTAL RECOMMENDATION:

Request your Board ratify the purchase of three cell phone signal boosters in the amount of \$7,919.63 as sole sourced from Nielsen's Equipment.

SUMMARY DISCUSSION:

Your Board approved the purchase of Emergency Operation Center communications equipment at the November 13, 2012 meeting of the Board of Supervisors. Cell phone signal boosters were intended to be acquired in conjunction with that action. While the amount of the purchase was within the authority of the Budget Officer, due to Extraordinary Budget Measures, the request should have been brought before your Board for approval. Understanding that the purchase was time sensitive and that not making the purchase would result the loss of grant funding for the purchase as well as a reduction of the functionality of the equipment your Board did approve for purchase, the Budget Officer allowed the purchase process to continue.

ALTERNATIVES:

Your Board could choose not to ratify the purchase. The alternative is not recommended: the funding for the cell phone signal boosters is available, in part, due to savings in the EOC project and must be utilized prior to December 29, 2012. Nielsen's Equipment, a local vendor, is able to provide the desired functionality within the project budget.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This is a grant funded purchase: Budget number 623610 (COPS Technology Grant), object code 5232 (office and other equipment greater than \$5,000) – no match is required.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) <i>Leslie L. Chapman</i> Approved: <input checked="" type="checkbox"/> Date <u>11/20/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE: _____ Date: 11/20/12
(Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

6

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

FROM: Parks & Recreation
By: Teresa Elliott

FOR THE BOARD MEETING OF: December 4, 2012

SUBJECT: Award and Ratify an Agreement Between the County of Inyo and Madera Disposal Systems (dba Bishop Waste Disposal, Inc.) for Waste Disposal Hauling Services at County Parks and Campgrounds located in the South County Area.

DEPARTMENTAL RECOMMENDATION: Recommend that your Board 1) award the bid and ratify and approve the Contract for a three (3) year term between Inyo County Parks & Recreation and Bishop Waste Disposal, for the period December 1, 2012 through November 30, 2015, in an amount to not exceed \$18,956.16 (\$6,318.72 each year for three years) subject to Board adoption of future budgets, 2) authorize the inclusion of recycling services, at no additional cost, as part of the trash disposal services contract; and 3) authorize the Chairperson to sign the agreement; contingent upon obtaining the proper signatures.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: This agreement provides for the collection and hauling of solid waste from County Parks and Campgrounds in the area from Independence south including Independence Park, Independence Campground, Dehy Park, Portagee Joe Campground and Lone Pine Park. Inyo County Parks and Recreation sought proposals for waste hauling services and the proposals are summarized as follows:

- Madera Disposal Systems (dba Bishop Waste Disposal, Inc.) \$18,956.16 (\$6,318.72 each year for 3 years)
- Preferred Septic & Disposal \$18,956.16 (\$6,318.72 each year for 3 years)

The proposals were then evaluated based on the following criteria:

1. Submittal of a completed Exhibit A – Scope of Work (Pass or Fail);
2. Lowest responsible price received for Trash Disposal, (55 pts. max.);
3. Additional Services proposed at no cost to the County of Inyo (excluding Optional Recycling Services), (20 pts. max.);
4. Any Cost Savings Recommendations re: Parks & Recreation trash disposal (to be scored on total amount of savings), (20 pts. max.); and,
5. Company's ability to enter into Inyo County Standard Contract No. 113, (5 pts. max.).

After independently reviewing the two (2) submitted proposals, Parks and Recreation staff arrived at the following average score totals (same criteria and order noted above):

- **Madera Disposal Systems (dba Bishop Waste Disposal, Inc.)**
 1. Submittal of Completed Exhibit A - Pass
 2. Lowest responsible price - 55 pts.
 3. Additional Services - 15 pts. (Sponsor a Recycle Day in the Park, free toilet service from Bishop to Lone Pine, Emergency phone number available, educational signage for trash protocol and recycling at no cost)
 4. Cost Savings Recommendations – 14 pts. (dumpster audits on materials in bins, 5% discount if paid within 30 days, “right-sizing”)
 5. Any exceptions to entering into Std. Contract No. 113 – 5 pts. (none noted)

Total Score = 89 points

• **Preferred Septic and Disposal, Inc.**

1. Submittal of Completed Exhibit A - Pass
2. Lowest responsible price – 55 pts
3. Additional Services – 14.5 pts. (will clean container area, provide locking containers if requested, provide plastic lids)
4. Cost Savings Recommendations – 13.5 pts. (5% discount if paid within 30 days)
5. Any exceptions to entering into Std. Contract No. 113 – 5 pts. (none noted)

Total Score = 88 points

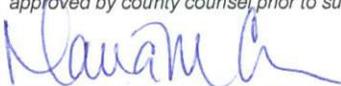
Based on the proposal evaluation criteria and associated scoring totals, the Parks and Recreation recommendation for contract award must go to Madera Disposal Systems (dba Bishop Waste Disposal, Inc.)

ALTERNATIVES: The waste hauling services are required. The services provide the collection and hauling of municipal waste to the permitted landfills for proper disposal. Your Board could elect to not award the contract and direct the Parks and Recreation Department to re-solicit proposals for this service. This is not recommended, as the prices shown are the lowest allowed by Board Resolution, are competitive and reflect the true cost for providing these services; your Board could evaluate the scoring and award the Contract accordingly.

OTHER AGENCY INVOLVEMENT: Bishop Waste, County Counsel, Auditor

FINANCING: These services are budgeted in the Parks & Recreation Budget 076998, Object Code 5265 Professional Services.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>11/28/12</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>11/29/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 11/28/12

**AGREEMENT BETWEEN COUNTY OF INYO
AND MADERA DISPOSAL SYSTEMS DBA BISHOP WASTE DISPOSAL
FOR THE PROVISION OF WASTE HAULING SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the WASTE HAULING services of BISHOP WASTE DISPOSAL of BISHOP, CA hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from DECEMBER 1, 2012 to NOVEMBER 30, 2015 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor the sum total of EIGHTEEN THOUSAND NINE HUNDRED FIFTY SIX Dollars and SIXTEEN cents (\$ 18,956.16) for performance of all of the services and completion of all of the work described in Attachment A.

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

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for all services and work to be performed under this Agreement shall not exceed \$ 18,956.16 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and Payment. Contractor shall submit to the County, upon completion of all services and work set forth in Attachment A, an itemized statement of all services and work performed by Contractor pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the services and work which was performed on each day. Upon receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

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-three (23) below.

17. CONFIDENTIALITY.

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County.

18. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. POST AGREEMENT COVENANT.

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

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 Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

22. ATTORNEY'S FEES.

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

23. 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.

24. NOTICE.

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

County of Inyo	
<u>PARKS AND RECREATION</u>	Department
<u>163 MAY ST</u>	Street
<u>BISHOP, CA</u>	City and State

Contractor:

<u>BISHOP WASTE DISPOSAL</u>	Name
<u>100 SUNLAND RESERVATION RD</u>	Street
<u>BISHOP, CA 93514</u>	City and State

25. ENTIRE AGREEMENT.

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

**AGREEMENT BETWEEN COUNTY OF INYO
AND MADERA DISPOSAL SYSTEMS DBA BISHOP WASTE DISPOSAL
FOR THE PROVISION OF WASTE HAULING SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Signature

Dated: _____

Type or Print Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND MADERA DISPOSAL SYSTEMS DBA BISHOP WASTE DISPOSAL
FOR THE PROVISION OF WASTE HAULING SERVICES**

TERM:

FROM: DECEMBER 1, 2012 **TO:** NOVEMBER 30, 2015

SCOPE OF WORK:

Contractor shall be paid \$6,318.72 per year for all the following services set forth in the following scope of work.

Provide pick-up of waste on scheduled once per week service from Dehy, Independence and Lone Pine Parks; from Independence Creek and Portagee Joe Campgrounds , and transfer to an appropriate landfill site.

SCHEDULED SERVICE CAMPGROUND/PARK (ONCE PER WEEK)

(Note: Service for 52 weeks per year)

Dehy Park	(1) - 3 Yard Bin
Independence Park	(1) - 3 Yard Bin
Independence Campground	(1) - 3 Yard Bin
Lone Pine Park	(2) - 3 Yard Bins
Portagee Joe Campground	(1) - 3 Yard Bin

AGREEMENT BETWEEN COUNTY OF INYO
AND MADERA DISPOSAL SYSTEMS DBA BISHOP WASTE DISPOSAL
FOR THE PROVISION OF WASTE HAULING SERVICES

SCOPE OF WORK (CONTINUED)

Contractor must be permitted to operate in Inyo County prior to commencement of the scope of work and contract term. The term of the contract will be for a period of three years: December 1, 2012 to November 30, 2015.

Contractor shall furnish, at contractor's sole expense, all bins, vehicles and other equipment and supplies necessary to perform such services. The bins and equipment must be maintained in good working order and in sanitary condition.

Contractor will ensure a 25 foot radius area around the trash container is left trash and debris free, in a swept and cleaned-up state after each provider service.

Contractor to sponsor a Recycle Day at the Lone Pine Park for South County. Contractor shall invite the Inyo CAO and BOS members to participate in this event at no cost to the County. Contractor shall provide handouts at the parks and campgrounds on recycling opportunities.

Contractor shall provide Educational signage for trash protocol and recycling at no cost.

Contractor shall provide a 5% discount on all accounts paid within 30 days of invoice date and 5% discount for all locations with 3 or more containers on site.

Contractor shall make available emergency phone numbers for any after hour's service needed.

Contractor shall arrange a manager to visit each site quarterly to review services and advise County of any money saving options available.

Contractor shall provide free toilet service from Bishop to Lone Pine (port a potties made available if and when needed).

Contractor will provide dumpster audits on materials in all bins to determine the feasibility of downsizing container size and/or reducing frequency of collection. These audits will include a waste characterization study of all materials by weight. Contractor will provide waste characterization using established methodologies.

Contractor will incorporate seasonal variations into client specific right-sizing models, to insure that services remain optimized throughout known business cycles.

Contractor will provide "System 2" co-mingled containers for glass, plastic and aluminum recyclables to be picked up every two weeks at Dehy Park and Lone Pine Park.

A detailed diversion report shall be sent to the County quarterly.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND MADERA DISPOSAL SYSTEMS DBA BISHOP WASTE DISPOSAL
FOR THE PROVISION OF WASTE HAULING SERVICES**

TERM:

FROM: DECEMBER 1, 2012 **TO:** NOVEMBER 30, 2015

FORM W-9

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

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND MADERA DISPOSAL SYSTEMS DBA BISHOP WASTE DISPOSAL
FOR THE PROVISION OF WASTE HAULING SERVICES**

TERM:

FROM: DECEMBER 1, 2012 **TO:** NOVEMBER 30, 2015

SEE ATTACHED INSURANCE PROVISIONS

Specifications 1
Insurance Requirements for Most Contracts
(Not for Professional Services or Construction Contracts)

Contractor 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 and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **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.

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

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

Additional Insured Status

The Entity, 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 Contractor 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 Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

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

County of Inyo
Parks and Recreation

REQUEST FOR PROPOSALS

For

Trash Disposal Services
Inyo County Parks and Recreation
(South County Region)



Fall 2012

The County of Inyo, Department of Parks and Recreation, is requesting proposals for:

TRASH DISPOSAL SERVICES
INYO COUNTY PARKS AND CAMPGROUNDS
(South County Region)

A. Proposal Submittal Requirements

The County of Inyo is accepting proposals for providing Trash Disposal Services at Inyo County Parks and Campgrounds for a three (3) year period (December 1, 2012 to November 30, 2015) at five (5) County Parks and Campgrounds located in the general area of Independence and Lone Pine. For specific information regarding facility locations, size of trash receptacles, and collection frequency, refer to attached "Exhibit A – Scope of Work." **Proposals must be received on or before 3:00 p.m. November 5, 2012**, addressed to the Parks and Recreation, 163 May St, Bishop, California 93514. Proposals must be submitted in a sealed envelope marked: "**Proposal – Trash Disposal Service, Parks and Campgrounds (South County Region)**." The company name and address of the respondent must appear (and not be handwritten) on the outside of the envelope. Envelopes handwritten, or without the name of the respondent and a return address will be disposed of without being opened.

Proposals shall include the following items:

1. A completed "Exhibit A – Scope of Work" indicating the Monthly Price the County will be charged for trash disposal services at each location, for the receptacle size and collection frequency identified on Exhibit A – Scope of Work, and a summed "Total Monthly Price for All Locations" for trash disposal services. Exhibit A must be signed and dated by the company representative with authority to bind the company to its bid. The submitted proposal's summed "Total of All Monthly Prices" shall include all compensation for service provider to provide trash removal and disposal services;

Additionally, a rate sheet, showing all trash receptacle sizes and associated collection frequencies available to the County must be appended to Exhibit A. The County reserves the right to change the size and/or collection frequency of trash receptacles at any location, for the price shown on the rate sheet, during the term of the contract.

2. Any Additional Services, excluding Optional Recycling Services described below, the respondent will provide the County at no additional cost. Examples of Additional Services could include, but are not limited to: ensuring a specific radius or area around the trash container is left trash and debris free, in a swept and cleaned-up state after each provided service; educational or other appropriate signage/information for park and campground users; etc.
3. A list identifying any subcontractors that will be involved in providing the services contained in the submitted Proposal with a specific description of the services the subcontractor will be providing.
4. Additional "trash disposal" Cost Savings Recommendation(s) (CSR), if any, the respondent recommends the County consider may be submitted on separate sheet(s) of paper. Such recommendations could include, but are not limited to, opportunities to reduce container sizes and/or the frequency of collection at facilities, etc. These CSR's must be independent of any Recycling Services proposal included in No. 5 "Optional Recycling Services" noted immediately below. For each CSR, provide a brief description of the

strategy or service that will be provided; include the cost of the strategy or service (if any); identify the associated cost savings to the County; and, identify all assumptions, if any, used in making the proposal.

5. **OPTIONAL:** At the sole option of the respondent, a "Recycling Services" proposal may be submitted for the County's consideration. If submitted, this Recycling Services proposal will not be included as part of the County's review and evaluation of the Trash Disposal Service Proposal. If submitting this optional Recycling Services proposal, the respondent must indicate if the Recycling Services proposal, including associated costs, is contingent upon being awarded the Trash Disposal Services contract, or, if the County may contract for these services independent of the Trash Disposal Services contract. The County may elect to include the Recycling Services proposal in the Trash Disposal Services agreement; as an amendment thereto at a later date; or, as a separate agreement.

Recycling Services proposals should be made by indicating the materials that will be collected for recycling; the type(s) and size(s) of container(s) that will be provided, the frequency of collection that will be provided to each facility; reporting feedback to the County; the Monthly Price the County will be charged for the specified recycling services at each facility; and, the "Total Monthly Price for All Locations."

B. Information Regarding Responding to this RFP

All questions regarding this RFP should be directed to: Inyo County Parks and Recreations, 163 May St, Bishop, CA 93514; Office: 760-873-5577; Fax: (760) 873-5599; Email: telliott@inyocounty.us

The company submitting the proposal selected for contract award will be required to enter into Inyo County Standard Form Contract No. 113, a copy of which is attached as Exhibit B.

C. Proposal Evaluation Criteria

A selection committee composed of County staff will evaluate all submitted proposals. The information provided in the proposal will be the basis for recommending a Contract Award to the Board of Supervisors at a regularly scheduled meeting. The following table describes how proposal items will be scored with the highest point total (after applying a Contracting Preference (see Section "E" of this RFP) to applicable proposal total dollar amounts) being the basis for the award recommendation:

<u>Proposal Item Description</u>	<u>Max. Possible Points</u>
1. Submittal of a completed Exhibit A – Scope of Work	Pass/Fail
2. Lowest responsible price received for "Total of all Monthly Prices" (Trash Disposal Only) in Exhibit A – Scope of Work.	55
3. Additional Services proposed at no cost to the County - excluding Optional Recycling Services.	20
4. Any additional Cost Savings Recommendation(s) regarding County Parks and Campgrounds trash disposal that the respondent recommends the County consider. (Will be scored on total amount of savings, exclusive of any savings directly associated with the implementation of the Optional Recycling Services proposal if submitted).	20
5. Company's ability to enter into Inyo County Standard Contract No. 113 (please submit any and all exceptions taken to this Contract)	5
TOTAL:	100

D. Proposal Optional Services Additive Item: "Recycling Services"

If respondent elects to propose recycling services, the County of Inyo may elect to include a "Recycling Services" component in the Trash Disposal Services agreement, or amend the contract to include Recycling Services at a later date.

E. Contracting Preferences For Local and Small Businesses

There is a contracting preference of 5% for small business enterprises (or) 8% for local businesses available for this Request for Proposals. To be eligible for a preference, a small business enterprise must submit proof of certification from the State of California or the Small Business Administration as a small business. A local business must provide documentation that it is a local business as defined by Inyo County Code § 6.06.020(B) with its proposal. Please refer to the Inyo County website home page at <http://www.inyocounty.us/> for a copy of the Local Business Verification Form.

F. Notification of Bidders

All bidders will be notified in writing by County Parks and Campgrounds of the date when the recommendation for award will be presented to the Board of Supervisors for their consideration of contract award. The selected Contractor will be notified after the Board of Supervisors awards the Contract.

G. Execution of County Contract

The selected Consultant will be required to enter into contract with the County of Inyo on the County of Inyo Standard Form Contract No. 113 which is attached as Exhibit B. Please note the insurance requirements in the Contract for worker's compensation, general liability, and vehicle liability.

Exhibit A – Scope of Work

Provide pick-up of waste on scheduled once per week service and on-call basis (see below) from Dehy, Independence and Lone Pine parks; from Independence Creek and Portagee Joe campgrounds, and transfer to an appropriate landfill site. For specific locations, once per week service will be requested during peak months and some locations will remain on an "on-call" basis.

<u>SCHEDULED SERVICE CAMPGROUND/PARK (ONCE PER WEEK)</u>	<u>MONTHLY</u>
<u>PRICE</u>	

(Note: Service for 52 weeks per year)

Dehy Park	(1) – 3 yd Bins	\$ _____
Independence Park	(1) – 3 yd Bins	\$ _____
Independence CG	(1) – 3 yd Bins	\$ _____
Lone Pine Park	(2) – 3 yd Bins	\$ _____
Portagee Joe CG	(1) – 3 yd Bins	\$ _____

TOTAL OF MONTHLY PRICES: \$ _____

ANNUAL SERVICE TOTAL: \$ _____

Contractor shall furnish, at contractor's sole expense, all bins, vehicles and other equipment and supplies necessary to perform such services. The bins and equipment must be maintained in good working order and in sanitary condition.

The winning bidder must be permitted to operate in Inyo County prior to commencement of the scope of work and contract term. The term of the contract will be for a period of three years; December 1, 2012 to November 30, 2015.

Company Name

Representative Name (Please Print)

Date

Representative Signature

Exhibit B

(County of Inyo Standard Contract No. 113)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

7

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

FROM: Parks & Recreation
By: Teresa Elliott

FOR THE BOARD MEETING OF: December 4, 2012

SUBJECT: Award and Ratify an Agreement Between the County of Inyo and Madera Disposal Systems (dba Bishop Waste Disposal, Inc.) for Waste Disposal Hauling Services at County Parks and Campgrounds located north of Independence.

DEPARTMENTAL RECOMMENDATION: Recommend that your Board 1) award the bid and ratify and approve the Contract for a three (3) year term between Inyo County Parks and Recreation and Bishop Waste Disposal for the period December 1, 2012 through November 30, 2015, in an amount to not exceed \$62,174.49 (\$20,724.83 each year for three years) subject to Board adoption of future budgets, 2) authorize the inclusion of recycling services, at no additional cost, as part of the trash disposal services contract; and 3) authorize the Chairperson to sign the agreement; contingent upon obtaining the proper signatures.

SUMMARY DISCUSSION: This agreement provides for the collection and hauling of solid waste from County Parks and Campgrounds including Tinnemaha Campground, Taboose Campground, Izaak Walton Park, Mendenhall Park, Baker Creek Campground, Millpond Recreation Area, Pleasant Valley Campground, and Laws Museum. Inyo County Parks and Recreation sought proposals for waste hauling services and Bishop Waste Disposal was the low bidder for the services. The proposals are summarized as follows:

- Madera Disposal Systems (dba Bishop Waste Disposal, Inc.) \$62,174.49 (\$20,724.83 each year for 3 years)
- Preferred Septic & Disposal \$62,273.49 (\$20,757.83 each year for 3 years)

The proposals were then evaluated based on the following criteria:

1. Submittal of a completed Exhibit A – Scope of Work (Pass or Fail);
2. Lowest responsible price received for Trash Disposal, (55 pts. max.);
3. Additional Services proposed at no cost to the County of Inyo (excluding Optional Recycling Services), (20 pts. max.);
4. Any Cost Savings Recommendations re: Parks and Rec trash disposal (to be scored on total amount of savings), (20 pts. max.); and,
5. Company's ability to enter into Inyo County Standard Contract No. 113, (5 pts. max.).

After independently reviewing the two (2) submitted proposals, Parks and Recreation staff arrived at the following average score totals (same criteria and order noted above):

- **Madera Disposal Systems (dba Bishop Waste Disposal, Inc.)**
 1. Submittal of Completed Exhibit A - Pass
 2. Lowest responsible price - 55 pts. (they had the lowest price by \$33.00)
 3. Additional Services – 14.5 pts. (Sponsor a Recycle Day in the Park, free toilet service from Bishop to Lone Pine, Emergency phone number available, educational signage for trash protocol and recycling at no cost)
 4. Cost Savings Recommendations – 14.5 pts. (dumpster audits on materials in bins, 5% discount if paid within 30 days, “right-sizing”)
 5. Any exceptions to entering into Std. Contract No. 113 – 5 pts. (none noted)

Total Score = 89 points

• **Preferred Septic and Disposal, Inc.**

1. Submittal of Completed Exhibit A - Pass
2. Lowest responsible price – 52 pts. (they were \$33.00 above the lowest price)
3. Additional Services – 14 pts. (will clean container area, provide locking containers if requested, provide plastic lids)
4. Cost Savings Recommendations – 13.5 pts. (5% discount if paid within 30 days)
5. Any exceptions to entering into Std. Contract No. 113 – 5 pts. (none noted)

Total Score = 84.5 points

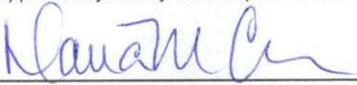
Based on the proposal evaluation criteria and associated scoring totals, the Parks and Recreation staff recommendation for contract award must go to Madera Disposal Systems (dba Bishop Waste Disposal, Inc.)

ALTERNATIVES: The waste hauling services are required. The services provide the collection and hauling of municipal waste to the permitted landfills for proper disposal. Your Board could elect to not award the contract and direct the Parks and Recreation Department to re-solicit proposals for this service. This is not recommended, as the prices shown are the lowest allowed by Board Resolution, are competitive and reflect the true cost for providing these services; your Board could evaluate the scoring and award the Contract accordingly.

OTHER AGENCY INVOLVEMENT: Bishop Waste Disposal, County Counsel, Auditor

FINANCING: These services are budgeted in the Parks & Recreation Budget 076998, Object Code 5265 Professional Services.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>11/28/12</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>11/29/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 11/28/12

**AGREEMENT BETWEEN COUNTY OF INYO
AND MADERA DISPOSAL SYSTEMS DBA BISHOP WASTE DISPOSAL
FOR THE PROVISION OF WASTE HAULING SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the WASTE HAULING services of BISHOP WASTE DISPOSAL of BISHOP, CA hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from DECEMBER 1, 2012 to NOVEMBER 30, 2015 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor the sum total of SIXTY TWO THOUSAND ONE HUNDRED SEVENTY FOUR Dollars and FORTY-NINE cents (\$ 62,174.49) for performance of all of the services and completion of all of the work described in Attachment A.

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

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for all services and work to be performed under this Agreement shall not exceed \$ 62,174.49 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and Payment. Contractor shall submit to the County, upon completion of all services and work set forth in Attachment A, an itemized statement of all services and work performed by Contractor pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the services and work which was performed on each day. Upon receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

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-three (23) below.

17. CONFIDENTIALITY.

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County.

18. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. POST AGREEMENT COVENANT.

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

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 Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

22. ATTORNEY'S FEES.

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

23. 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.

24. NOTICE.

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

County of Inyo	
<u>PARKS AND RECREATION</u>	Department
<u>163 MAY ST</u>	Street
<u>BISHOP, CA</u>	City and State

Contractor:

<u>BISHOP WASTE DISPOSAL</u>	Name
<u>100 SUNLAND RESERVATION RD</u>	Street
<u>BISHOP, CA 93514</u>	City and State

25. ENTIRE AGREEMENT.

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

**AGREEMENT BETWEEN COUNTY OF INYO
AND MADERA DISPOSAL SYSTEMS DBA BISHOP WASTE DISPOSAL
FOR THE PROVISION OF WASTE HAULING SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Signature

Dated: _____

Type or Print Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND MADERA DISPOSAL SYSTEMS DBA BISHOP WASTE DISPOSAL
FOR THE PROVISION OF WASTE HAULING SERVICES**

TERM:

FROM: DECEMBER 1, 2012 **TO:** NOVEMBER 30, 2015

SCOPE OF WORK:

Contractor shall be paid \$20,724.83 per year for all the following services set forth in the following scope of work.

Provide pick-up of waste on scheduled once per week service and on-call basis (see below) from Millpond, Izaak Walton, and Mendenhall Parks, from Pleasant Valley, Baker Creek, Taboose Creek and Tinnemaha Campgrounds, and the Laws Museum, and transfer to an appropriate landfill site. For specific locations, once per week service will be requested during peak months and some locations will remain on an "on-call" basis.

SCHEDULED SERVICE CAMPGROUND/PARK (ONCE PER WEEK)

(Note: Service for 52 weeks per year)

Baker Creek Campground	(3) - 3 Yard Bins
Izaak Walton Park	(1) - 3 Yard Bins
Millpond Recreational Area	(3) - 3 Yard Bins
Mendenhall Park	(1) - 3 Yard Bins
Pleasant Valley Campground	(6) - 3 Yard Bins

SCHEDULED SERVICE (EVERY OTHER WEEK)

(Note: Service 26 weeks per year)

Laws Museum (2) - 3 yd. Bins

SEASONAL/ON-CALL SERVICE

Bins in the locations noted below will be serviced "Seasonally" or on an "On-Call" basis in the frequencies noted. Hauler will empty all bins in each location at time of service.

SEASONAL SERVICE (April through October)

(Note: Service 30 weeks per year)

Tinnemaha Campground	(2) - 3 yd. Bins
Taboose Campground	(4) - 3 yd. Bins

ON-CALL SERVICE (November through March)

(Note: Estimate 10 On-Call services)

Tinnemaha Campground	(2) - 3 yd. Bins
Taboose Campground	(4) - 3 yd. Bins

AGREEMENT BETWEEN COUNTY OF INYO
AND MADERA DISPOSAL SYSTEMS DBA BISHOP WASTE DISPOSAL
FOR THE PROVISION OF WASTE HAULING SERVICES

SCOPE OF WORK (CONTINUED)

Contractor must be permitted to operate in Inyo County prior to commencement of the scope of work and contract term. The term of the contract will be for a period of three years: December 1, 2012 to November 30, 2015.

Contractor shall furnish, at contractor's sole expense, all bins, vehicles and other equipment and supplies necessary to perform such services. The bins and equipment must be maintained in good working order and in sanitary condition.

Contractor will ensure a 25 foot radius area around the trash container is left trash and debris free, in a swept and cleaned-up state after each provider service.

Contractor to sponsor a Recycle Day at the Millpond Recreational Area for North County. Contractor shall invite the Inyo CAO and BOS members to participate in this event at no cost to the County. Contractor shall provide handouts at the parks and campgrounds on recycling opportunities.

Contractor shall provide Educational signage for trash protocol and recycling at no cost.

Contractor shall provide a 5% discount on all accounts paid within 30 days of invoice date and 5% discount for all locations with 3 or more containers on site.

Contractor shall make available emergency phone numbers for any after hour's service needed.

Contractor shall arrange a manager to visit each site quarterly to review services and advise County of any money saving options available.

Contractor shall provide free toilet service from Bishop to Lone Pine (port a potties made available if and when needed).

Contractor will provide dumpster audits on materials in all bins to determine the feasibility of downsizing container size and/or reducing frequency of collection. These audits will include a waste characterization study of all materials by weight. Contractor will provide waste characterization using established methodologies.

Contractor will incorporate seasonal variations into client specific right-sizing models, to insure that services remain optimized throughout known business cycles.

Contractor will provide "System 2" co-mingled containers for glass, plastic and aluminum recyclables to be picked up every two weeks at all North County Parks and Campgrounds in the scope of work.

A detailed diversion report shall be sent to the County quarterly.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND MADERA DISPOSAL SYSTEMS DBA BISHOP WASTE DISPOSAL
FOR THE PROVISION OF WASTE HAULING SERVICES**

TERM:

FROM: DECEMBER 1, 2012 **TO:** NOVEMBER 30, 2015

FORM W-9

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

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND MADERA DISPOSAL SYSTEMS DBA BISHOP WASTE DISPOSAL
FOR THE PROVISION OF WASTE HAULING SERVICES**

TERM:

FROM: DECEMBER 1, 2012 TO: NOVEMBER 30, 2015

SEE ATTACHED INSURANCE PROVISIONS

Specifications 1
Insurance Requirements for Most Contracts
(Not for Professional Services or Construction Contracts)

Contractor 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 and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **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.

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

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

Additional Insured Status

The Entity, 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 Contractor 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 Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

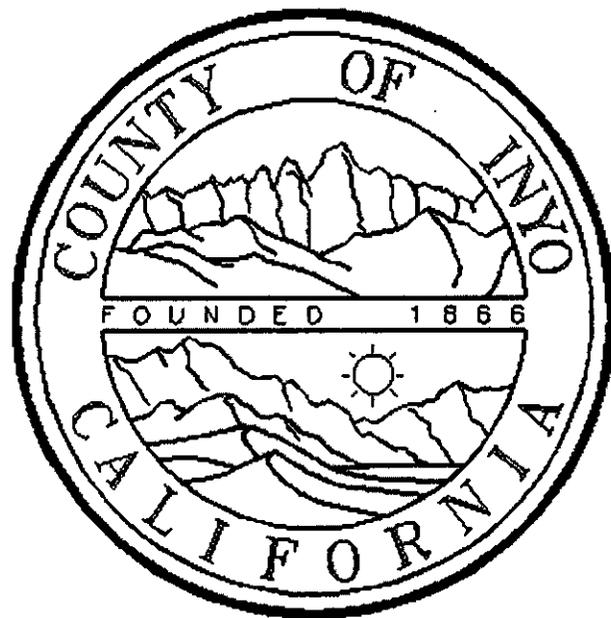
Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

County of Inyo
Parks and Recreation

REQUEST FOR PROPOSALS

For

Trash Disposal Services
Inyo County Parks and Recreation
(North County Region)



Fall 2012

The County of Inyo, Department of Parks and Recreation, is requesting proposals for:

**TRASH DISPOSAL SERVICES
INYO COUNTY PARKS AND CAMPGROUNDS**
(North County Region)

A. Proposal Submittal Requirements

The County of Inyo is accepting proposals for providing Trash Disposal Services at Inyo County Parks and Campgrounds for a three (3) year period (December 1, 2012 to November 30, 2015) at seven (7) County Parks and Campgrounds located in the City of Bishop and the town of Big Pine and one (1) museum located in the community of Laws. For specific information regarding facility locations, size of trash receptacles, and collection frequency, refer to attached "Exhibit A – Scope of Work." **Proposals must be received on or before 3:00 p.m. November 5, 2012**, addressed to the Parks and Recreation, 163 May St, Bishop, California 93514. Proposals must be submitted in a sealed envelope marked: **"Proposal – Trash Disposal Service, Parks and Campgrounds (North County Region)."** The company name and address of the respondent must appear (and not be handwritten) on the outside of the envelope. Envelopes handwritten, or without the name of the respondent and a return address will be disposed of without being opened.

Proposals shall include the following items:

1. A completed "Exhibit A – Scope of Work" indicating the Monthly Price the County will be charged for trash disposal services at each location, for the receptacle size and collection frequency identified on Exhibit A – Scope of Work, and a summed "Total Monthly Price for All Locations" for trash disposal services. Exhibit A must be signed and dated by the company representative with authority to bind the company to its bid. The submitted proposal's summed "Total of All Monthly Prices" shall include all compensation for service provider to provide trash removal and disposal services;

Additionally, a rate sheet, showing all trash receptacle sizes and associated collection frequencies available to the County must be appended to Exhibit A. The County reserves the right to change the size and/or collection frequency of trash receptacles at any location, for the price shown on the rate sheet, during the term of the contract.

2. Any Additional Services, excluding Optional Recycling Services described below, the respondent will provide the County at no additional cost. Examples of Additional Services could include, but are not limited to: ensuring a specific radius or area around the trash container is left trash and debris free, in a swept and cleaned-up state after each provided service; educational or other appropriate signage/information for park and campground users; etc.
3. A list identifying any subcontractors that will be involved in providing the services contained in the submitted Proposal with a specific description of the services the subcontractor will be providing.
4. Additional "trash disposal" Cost Savings Recommendation(s) (CSR), if any, the respondent recommends the County consider may be submitted on separate sheet(s) of paper. Such recommendations could include, but are not limited to, opportunities to reduce container sizes and/or the frequency of collection at facilities, etc. These CSR's must be independent of any Recycling Services proposal included in No. 5 "Optional Recycling Services" noted immediately below. For each CSR, provide a brief description of the strategy or service that will be provided; include the cost of the strategy or service (if any);

identify the associated cost savings to the County; and, identify all assumptions, if any, used in making the proposal.

5. **OPTIONAL:** At the sole option of the respondent, a "Recycling Services" proposal may be submitted for the County's consideration. If submitted, this Recycling Services proposal will not be included as part of the County's review and evaluation of the Trash Disposal Service Proposal. If submitting this optional Recycling Services proposal, the respondent must indicate if the Recycling Services proposal, including associated costs, is contingent upon being awarded the Trash Disposal Services contract, or, if the County may contract for these services independent of the Trash Disposal Services contract. The County may elect to include the Recycling Services proposal in the Trash Disposal Services agreement; as an amendment thereto at a later date; or, as a separate agreement.

Recycling Services proposals should be made by indicating the materials that will be collected for recycling; the type(s) and size(s) of container(s) that will be provided, the frequency of collection that will be provided to each facility; reporting feedback to the County; the Monthly Price the County will be charged for the specified recycling services at each facility; and, the "Total Monthly Price for All Locations."

B. Information Regarding Responding to this RFP

All questions regarding this RFP should be directed to: Inyo County Parks and Recreations, 163 May St, Bishop, CA 93514; Office: 760-873-5577; Fax: (760) 873-5599; Email: telliott@inyocounty.us

The company submitting the proposal selected for contract award will be required to enter into Inyo County Standard Form Contract No. 113, a copy of which is attached as Exhibit B.

C. Proposal Evaluation Criteria

A selection committee composed of County staff will evaluate all submitted proposals. The information provided in the proposal will be the basis for recommending a Contract Award to the Board of Supervisors at a regularly scheduled meeting. The following table describes how proposal items will be scored with the highest point total (after applying a Contracting Preference (see Section "E" of this RFP) to applicable proposal total dollar amounts) being the basis for the award recommendation:

<u>Proposal Item Description</u>	<u>Max. Possible Points</u>
1. Submittal of a completed Exhibit A – Scope of Work	Pass/Fail
2. Lowest responsible price received for "Total of all Monthly Prices" (Trash Disposal Only) in Exhibit A – Scope of Work.	55
3. Additional Services proposed at no cost to the County - excluding Optional Recycling Services.	20
4. Any additional Cost Savings Recommendation(s) regarding County Parks and Campgrounds trash disposal that the respondent recommends the County consider. (Will be scored on total amount of savings, exclusive of any savings directly associated with the implementation of the Optional Recycling Services proposal if submitted).	20
5. Company's ability to enter into Inyo County Standard Contract No. 113 (please submit any and all exceptions taken to this Contract)	5
TOTAL:	100

D. Proposal Optional Services Additive Item: "Recycling Services"

If respondent elects to propose recycling services, the County of Inyo may elect to include a "Recycling Services" component in the Trash Disposal Services agreement, or amend the contract to include Recycling Services at a later date.

E. Contracting Preferences For Local and Small Businesses

There is a contracting preference of 5% for small business enterprises (or) 8% for local businesses available for this Request for Proposals. To be eligible for a preference, a small business enterprise must submit proof of certification from the State of California or the Small Business Administration as a small business. A local business must provide documentation that it is a local business as defined by Inyo County Code § 6.06.020(B) with its proposal. Please refer to the Inyo County website home page at <http://www.inyocounty.us/> for a copy of the Local Business Verification Form.

F. Notification of Bidders

All bidders will be notified in writing by County Parks and Campgrounds of the date when the recommendation for award will be presented to the Board of Supervisors for their consideration of contract award. The selected Contractor will be notified after the Board of Supervisors awards the Contract.

G. Execution of County Contract

The selected Consultant will be required to enter into contract with the County of Inyo on the County of Inyo Standard Form Contract No. 113 which is attached as Exhibit B. Please note the insurance requirements in the Contract for worker's compensation, general liability, and vehicle liability.

Exhibit A – Scope of Work

Provide pick-up of waste on scheduled once per week service and on-call basis (see below) from Millpond, Izaak Walton, and Mendenhall parks; from Pleasant Valley, Baker Creek, Taboose Creek and Tinnemaha campgrounds, and the Laws Museum, and transfer to an appropriate landfill site. For specific locations, once per week service will be requested during peak months and some locations will remain on an "on-call" basis.

SCHEDULED SERVICE CAMPGROUND/PARK (ONCE PER WEEK) MONTHLY PRICE

(Note: Service for 52 weeks per year)

Baker Creek	(3) – 3 CY Bins	\$ _____
Izaak Walton	(1) – 3 CY Bins	\$ _____
Millpond Recreation Area	(3) – 3 CY Bins	\$ _____
Mendenhall Park	(1) – 3 CY Bins	\$ _____
Pleasant Valley Campground	(6) – 3 CY Bins	\$ _____

SCHEDULED SERVICE (EVERY OTHER WEEK)

(Note: Service 26 weeks per year)

Laws Museum	(2) – 3 yd. Bins	\$ _____
-------------	------------------	----------

SEASONAL/ON-CALL SERVICE

Bins in the locations noted below will be serviced "Seasonally" or on an "On-Call" basis in the frequencies noted. Hauler will empty all bins in each location at time of service.

SEASONAL SERVICE (April through October)

(Note: Service 30 weeks per year)

MONTHLY PRICE

Tinnemaha Campground	(2) – 3 yd. Bins	\$ _____
Taboose Campground	(4) – 3 yd. Bins	\$ _____

ON-CALL SERVICE (November through March)

(Note: Estimate 10 On-Call services)

MONTHLY PRICE

Tinnemaha Campground	(2) – 3 yd. Bins	\$ _____
Taboose Campground	(4) – 3 yd. Bins	\$ _____

TOTAL OF MONTHLY PRICES: \$ _____

ANNUAL SERVICE TOTAL PRICE: \$ _____

Contractor shall furnish, at contractor's sole expense, all bins, vehicles and other equipment and supplies necessary to perform such services. The bins and equipment must be maintained in good working order and in sanitary condition.

The winning bidder must be permitted to operate in Inyo County prior to commencement of the scope of work and contract term. The term of the contract will be for a period of three years; December 1, 2012 to November 30, 2015.

Company Name

Representative Name (Please Print)

Date

Representative Signature

Exhibit B

(County of Inyo Standard Contract No. 113)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use
Only:

AGENDA NUMBER

56

FROM: Public Works Department

FOR THE BOARD MEETING OF: December 4, 2012

SUBJECT: Resolution and Notice of Completion for the Bishop Library Re-roofing Project.

DEPARTMENTAL RECOMMENDATIONS:

The Public Works Department requests that the Board approve the resolution accepting the improvements and authorizing the recording of a Notice of Completion for the Bishop Library Re-roofing Project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On November 16th Graham-Prewett Inc. of Fresno, California completed construction of the Bishop Library Re-roofing Project. The primary objective of the project was to replace the leaking and deteriorated roof on the Bishop Library. The project consisted of complete removal and minor asbestos abatement of the old roofing, the installation of 2-1/2 inches of foam insulation to replace the existing 1" thick perlite insulation and the installation of a 2-layer torch applied Metal-flex roofing system. This type of system provides a reflective coating to reduce roof temperatures and also meets California Title 24 and Energy Star reflective roofing standards. When a similar system was installed at the Courthouse Annex in 2011, the cooling costs for that building were reduced by approximately 15%. We anticipate similar reduced costs for cooling at the Bishop Library for cooling as well as heating.

The total construction contract amount for the Bishop Library Re-roofing Project is \$77,872.50. The total final cost of the project, including construction, construction engineering and oversight, is estimated at \$85,000. The project is funded from the Deferred Maintenance Budget

On November 16th a final inspection was performed and the improvements were determined to be complete to the satisfaction of the City of Bishop and the Public Works Director. Accordingly, the director is requesting that the Board adopt the attached resolution, which accepts the completed improvements and authorizes the Public Works Director to record a notice of completion for the project, which formally accepts the work.

The notice of completion limits the time periods for claims and establishes the date the contractor is paid the remaining funds due under the contract (the retention).

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

OTHER AGENCY INVOLVEMENT: City of Bishop for permitting and inspection, County Counsel has reviewed the resolution. The County Auditor's office will pay the retention currently being withheld.

FINANCING: Funds for the Bishop Library Re-roofing Project are provided by the Deferred Maintenance Budget, Unit No. 011501, Object Code 5700, (Construction in Progress).

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: <u>yes</u>	Date <u>11/20/12</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: <u>yes</u>	Date <u>11/21/12</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: <u>NA</u>	Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 11-21-12

RESOLUTION # 2012 -

**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 BISHOP LIBRARY RE-ROOFING PROJECT**

WHEREAS, Doug Wilson, Interim Director of Public Works for the County of Inyo, has determined that the Bishop Library Re-roofing Project has been completed by Graham-Prewett, 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 Bishop Library Re-roofing Project.

Passed, approved and adopted this 4th day of December, 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson, Board of Supervisors

ATTEST:

Kevin Carunchio, Clerk

by _____
Assistant Clerk to the Board

**RECORDING REQUESTED BY
AND TO BE RETURNED TO:**

County of Inyo
c/o Interim Director of Public Works
Public Works Department
168 No. Edwards Street
PO Drawer Q
Independence, CA 93526

**RECORDING REQUESTED BY
AND TO BE RETURNED TO:**

County of Inyo
c/o Interim Director of Public Works
Public Works Department
168 No. Edwards Street
PO Drawer Q
Independence, CA 93526

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Bishop Library Re-roofing Project, on the property hereinafter described was completed on November 16, 2012 and was accepted by the Inyo County Board of Supervisors on December 4, 2012.
2. The property on which the Bishop Library Re-roofing Project has been completed and located is on the Bishop Library, 210 Academy Street, Bishop California.
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 real property upon which the Bishop Library occupies, located at 210 Academy Street, Bishop California.
4. The undersigned Doug Wilson is the Interim Director of Public Works of the County of Inyo and has been duly authorized pursuant to Resolution adopted December 4, 2012 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 Bishop Library Re-roofing Project pursuant to contract with the owner is Graham-Prewett, 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 that are necessary or appurtenant to construct the project designated in the contract.

COUNTY OF INYO

Dated: _____

By: _____
Doug Wilson, Interim Director of Public Works



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

9

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: Dec. 4, 2012

SUBJECT: California Technology Agency, Public Safety Communications Office (CTA-PSCO) Contract Renewal

DEPARTMENTAL RECOMMENDATION:

Request the Board approve the contract between the County of Inyo and CTA-PSCO in an amount not to exceed \$25,000 for the provision of Radio Repeater site maintenance as outlined in the attached contract and authorize the Chairperson to sign

SUMMARY DISCUSSION:

On July 1, 2010 the Inyo County Board of Supervisor's approved the contract between the State of California, Public Safety Communications Office and the County of Inyo for maintenance and repair of the Sheriff's Department Radio Repeater sites. That contract expired June 30, 2011. The Public Safety Communications Office has changed departments and is now under the California Technology Agency, as such our contract is still being honored by the State, and a new contract needs to be signed.

This contract automatically renews annually and is not limited by a "Not to exceed" amount. The county agrees to indemnify the state for any claims that arise from the states performance of the contract.

ALTERNATIVES:

Deny the contract and go out to bid for a new contract leaving the repeater sites maintenance uncovered.

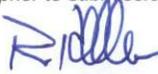
OTHER AGENCY INVOLVEMENT:

None

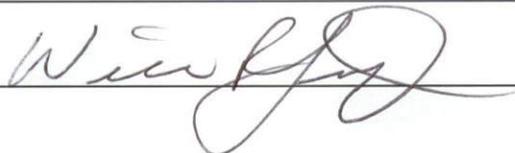
FINANCING:

Financing the contract is included in the Sheriff's Department FY 2012/2013 Budget 022700, Object Code 5171 Maintenance of Equipment, in the amount of \$25,000.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date 11-20-12
AUDITOR/CONTROLLER: *See Note	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>NO</u> Date 11/21/12
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

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



Date: 11/21/12

Note: While this agenda request is asking your board to approve a "not-to-exceed" limit of \$25,000, there is no limit written into the contract.

AGREEMENT

THIS AGREEMENT made and entered into on 7-1-2012, by and between the California Technology Agency, Public Safety Communications Office, acting by and through the Deputy Director, Public Safety Communications Office, hereinafter called STATE, and the Inyo County Sheriff's Department, hereinafter called AGENCY.

WITNESSETH:

WHEREAS STATE is authorized under State Government Code Section 14931 to render service to federal/local political subdivisions.

WHEREAS AGENCY is desirous of having STATE provide radio maintenance and repair service to AGENCY'S radio equipment. Equipment listed on the attached marked "EXHIBIT A" will be made a part of this agreement by reference.

NOW, THEREFORE, the parties do hereby agree as follows:

1. STATE agrees to provide radio maintenance and repair service to AGENCY on a mutually agreeable schedule. In the event of a conflict between STATE and AGENCY service requirements, service to STATE equipment will have priority.
2. AGENCY agrees to provide to STATE an accounting of all radio equipment to be maintained and serviced along with instruction manuals and schematics to its system equipment. (Exhibit A is required annually for recurring maintenance of AGENCY equipment. Complete Exhibit A utilizing the equipment description and codes as outlined in attached TDM Chapter 3415.2.2) annually.
3. STATE agrees to perform emergency and preventative radio maintenance repair services to AGENCY equipment listed in Exhibit A. Preventative maintenance will be performed every six months or on an agreed upon schedule. AGENCY will be notified in advance prior to turning off any operating equipment as necessary to perform maintenance and/or repairs. STATE will replace parts as necessary subject to the cost limits as stated in paragraph 7 of this agreement.
4. AGENCY agrees to be responsible for establishing a method for verifying charges made and invoiced by STATE.
5. Equipment repairs required due to accidents or acts of nature, equipment modifications, installation, and other work not within the category of normal maintenance will be performed by STATE upon request of AGENCY. In such cases, a separate written authorization using Form TD-207 (a sample of which is attached) will be required for each job.
6. STATE, in addition to the radio maintenance services described above, is willing to provide radio system engineering services to AGENCY. Engineering services include systems and equipment design engineering, specification preparation and review, and equipment evaluation and testing. Engineering services will be provided on an individual basis upon written request by AGENCY. A written estimate of costs for such engineering service will be provided by STATE to AGENCY prior to proceeding with any work.

7. Costs for maintenance services to be provided by STATE shall be fully reimbursed by AGENCY at an hourly rate computed in accordance with State Administrative Manual Section 8755.1. AGENCY agrees to pay to the STATE, upon receipt of an invoice, STATE's current rate per Exhibit B per hour for radio maintenance service; AGENCY will pay for services as they are actually rendered. Travel to and from site of service will be at the above hourly rate. Emergency overtime calls for repair services after normal STATE working hours and on official STATE holidays will be at the above hourly rate with a minimum (4) four-hour charge. Invoices will be presented monthly as necessary.
8. The STATE will invoice AGENCY on a monthly basis in arrears for actual work performed. AGENCY is required to schedule invoices for payment to the STATE no later than 15 days after receipt of invoice. If errors are found in the invoice or AGENCY disputes invoice charges of services rendered, STATE is to be notified immediately. Partial payment of an invoice without STATE's approval is not allowed. Failure to comply with the STATE's payment policy as outlined above may result in cancellation of this agreement.
9. AGENCY agrees to indemnify, defend, and save harmless the STATE, its officers, agents, and employees from any and all claims and losses accruing or resulting in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the AGENCY in the performance on this agreement.
10. The STATE reserves the right to review the hourly rate on July 1 of each year, and will be allowed to increase or decrease the rate, as a result of the review, throughout the term of the agreement.
11. The term of this agreement is the date signed by the Director of PSCO and is automatically renewed on a fiscal year basis subject to the right of termination by either party hereto to terminate this agreement at any time during the hereof by giving the other party 30 days written notice of such termination.
12. This agreement may be altered, amended, or modified by mutual agreement of the parties hereto.
13. Notices, invoices, and communications hereunder shall be given by each party to the other at their respective addresses as follows:

STATE	AGENCY
State of California California Technology Agency Public Safety Communications Office 601 Sequoia Pacific Boulevard Sacramento, CA 95811-0231	Inyo County Sheriff's Department P. O. Box S Independence, CA 93526
By:	By:
SIGNATURE	SIGNATURE
KAREN WONG	Mr. Keith Hardcastle
NAME	NAME
DEPUTY DIRECTOR	Undersheriff
TITLE	TITLE
(916) 657-9482	(760) 878-0383
TELEPHONE NUMBER	TELEPHONE NUMBER

**2012/2013
State/Federal/Local Government Service Rates**

RADIO MAINTENANCE SERVICES

Depot Repairs: \$122.00 per hour, plus parts. (Sacramento Headquarters only)

Handheld/mobile radio equipment is typically delivered and picked up by AGENCY at our STATE Sacramento Headquarters Facilities or, if requested, arrangements may be made for STATE pickup and/or delivery.

Should pickup and delivery be necessary, shipping charges will apply.

Installation and Field Repairs: \$122.00 per hour, plus parts.

Equipment installation, maintenance and repairs will be performed at AGENCY facilities. Travel to and from any of the STATE's 50 field shops will be at the hourly rate.

Emergency overtime calls for service after normal STATE working hours and on official STATE holidays will be at the hourly rate with a minimum four (4) hour charge.

RADIO ENGINEERING SERVICES

Sacramento Headquarters: \$145.00 per hour, plus parts.

Engineering services will be provided as requested. Travel to and from Sacramento Headquarters will be at the hourly rate.

Emergency overtime calls for service after normal STATE working hours and on official STATE holidays will be at the hourly rate with a minimum four (4) hour charge.

Note: Cost estimates will be provided at no charge, however, large system analysis and consulting services may require negotiated pricing prior to job commencement.



TELECOMMUNICATIONS DIVISION MANUAL

State of California
Department of General Services
TELECOMMUNICATIONS DIVISION
Sacramento, California

Chapter Number:

TDM 3415.2.2

Chapter Title:

**Equipment Code
Definitions**

Category:

Administration

Topic:

**Operations
Management**

Issued: January 30, 2002 *

Revision -

Revised:

INTRODUCTION

This chapter lists and defines the equipment codes used by the Telecommunications Division (TD) and establishes a service unit for each. For related policy, refer to ***TDM Chapter 0034.0.0.***

UNIT COST DEFINITION

The TD provides flat-rate maintenance service for client-owned equipment. The client pays a flat rate per unit per year for repair and maintenance. Rates are based on the service history of a client's fleet of equipment over the prior three fiscal years and vary from client to client. The equipment codes described below are often covered under the Unit Cost program.

SERVICE NUMBER ASSIGNMENT

The TD assigns Service Numbers ("S" numbers) to equipment covered under Unit Cost. The technician completes a job tag, documenting the S number and thereby relating maintenance cost with a given piece of equipment. This procedure creates a service history of equipment that is easily tracked. For additional information about service number assignments, *see TDM chapter 3415.1.1.*

Determining a specific equipment code category for a piece of equipment may be confusing. For example, an agency may utilize a mobile relay station that has a transmitter module, a receiver module, an amplifier module, a power-supply module and a wireline-interface module. It may appear that this combination of equipment consists of an "**FT**" "**FR**," "**LA**," "**CPV**," and "**TCL**." However, because the equipment **functions** as a mobile relay station, the equipment code is "**MR**." It is important consider the **function** of the equipment when choosing an equipment code.

The Client Engineering Unit (CEU) is the ultimate authority in determining the equipment code category for a particular item since the CEU works with clients to establish unit cost assignments.

When new equipment is installed using a Work Authorization, TD-207, the TD-207 lists the equipment requiring S numbers and includes the equipment code designations. This

* This chapter is reissued due to extensive changes since its previous issue.

information must be included in the project specification document created by the CEU. If equipment is installed without using a TD-207, or if the assignment of the S numbers or equipment codes is unclear, contact the appropriate CEU for guidance.

ACCESSORY DESIGNATIONS

The service unit includes accessory items that are associated with the primary equipment and are necessary for its operation. These items include power supplies, sealed batteries, control panels, antennas, coaxial lines, lightning arrestors, etc.

Equipment maintenance in a vault facility infested with rodents or vermin due to lack of weatherproofing is excluded from Unit Cost maintenance. Obtain a TD-207 from the client to charge service restoration at a time-and-material rate.

Batteries

Certain conditions determine if batteries are covered by unit cost:

- If a battery is part of one piece of equipment (for example, an FS or MR) and is in a temperature-controlled facility, the battery is covered under unit cost. Charge time and material costs for battery maintenance, repair, and/or replacement to the service number for the piece of equipment.
- If a battery is part of one piece of equipment (for example, an FS or MR) and is *not* in a temperature-controlled facility, the battery is *not* covered under unit cost. Obtain a TD-207 from the client agency to charge maintenance, repair, and/or replacement work on such batteries at time-and-material rates.
- If a battery is a "**BBV**", according to the definition on *page 3*, it is covered *under all conditions* except for natural disasters or war. It makes no difference if the battery is housed in a non-temperature-controlled facility. Charge maintenance, repair, and/or replacement costs for such batteries to the service number of the "**BBV**."



Note:

In the event that a battery bank serves only one fixed station, and the battery bank capacity is greater than or equal to 400 ampere-hours, that battery is considered a "**BBV**" and is assigned its own S number. Also, any battery bank that is associated with a solar-powered site is automatically assigned the equipment code "**BBV**" regardless of its capacity or the number of stations it serves.

Other Accessories

An accessory item that serves two or more service units is assigned a separate S number.

Example: A base station consists of two receivers and only one transmitter, power supply, control panel, antenna and antenna coupler. The service unit designations are as listed below.

- Equipment code "**FS**" includes the transmitter, one of the receivers, and all other accessory items

- Equipment code "**FR**" includes only the second receiver

If the second receiver is equipped with its own power supply or other accessories, those items are included in the "**FR**" service unit.

EQUIPMENT CODES

A *Mobile Radio*

This unit consists of one transmitter and receiver unit and its accessories. Aircraft and marine mobile VHF units are classed as "A." Additional transmitter and receiver units or monitor receivers installed in the same vehicle are each considered a separate service unit.

AR *Mobile Receiver*

This unit consists of one mobile receiver, all its accessories, and is designed for mounting in a vehicle. A unit designed for mounting in a vehicle (such as a scanner) is considered a mobile receiver even if it is currently installed at a fixed location provided it is not associated with a fixed station. *Also see "FR" on page 6.*

AT *Mobile Radio, Trunked*

A trunked mobile radio consisting of one transmitter and receiver (T/R) unit and its accessories. It is designed and equipped to operate with a trunked repeater system.



Note:

A T/R unit mounted in the trunk of a vehicle does not make the unit a trunked unit. Trunking is a method of operation.

AVR *Mobile Vehicular Repeater*

This unit consists of one transmitter and receiver unit and the necessary accessories to interconnect with a mobile radio for use as a repeater. The California Highway Patrol is the agency that most frequently uses the "AVR" equipment code.

BBM *Battery Bank for Microwave Equipment*

Each bank of batteries constitutes one service unit regardless of the number of batteries in the bank.

The "M" suffix shows that the bank supports microwave equipment. If one battery bank serves VHF and microwave equipment, use equipment code "**BBV**." Microwave battery banks are considered a service unit even if they use "maintenance free" sealed batteries.

BBV *Battery Bank for VHF Equipment, Radio Vault Mounted*

Each bank of batteries constitutes one service unit regardless of the number of batteries in the bank.

The "V" suffix shows that the bank supports VHF equipment. If a battery bank is only connected to one piece of fixed station equipment, and does not serve other stations, it is

not considered a "BBV" and is therefore not assigned an S number of its own. Such a battery bank is under the S number of the associated fixed station.

Exceptions

- If a battery bank serves only one fixed station, and the battery bank capacity is greater than or equal to 400 ampere-hours, that battery is considered a "BBV" and is assigned its own S number.
- Also, any battery bank that is associated with a solar-powered site is automatically assigned the equipment code "BBV," regardless of its capacity or the number of stations it serves.

CAS Community Antenna System

An antenna system that serves more than one fixed station is considered "CAS" and is assigned its own service number. Such an antenna system may consist of the antenna, its feedline, associated components, filtering and combining devices such as bandpass cavities, isolators, power splitters, etc.

Example: At a CDF-controlled radio site, a Decibel Products DB616BC antenna mounted atop the tower is used to feed seven receivers at the site through a receiver multicoupler. This equipment is coded "CAS" and is shown as CDF equipment on the service records even though it serves other than CDF-owned receivers.

CC Communications Console

A console capable of controlling nine or more lines even if it is not being used to full capacity and may require additional circuit boards to place nine lines in service.

Each dispatch position, or POD, is considered a separate unit. Rack mounted equipment necessary for operation of the console is included in the unit although physically separated from the operating position. Equipment serving two or more dispatch positions may be included only in the primary console unit or considered Common Equipment. Refer to *Common Equipment, below*.

Tone generating equipment may be included as part of a console. *See "TC" on page 11* for more information. If the tone generating equipment is part of the console, either physically or the console software performs the function, the encoder is part of the console and *does not* get assigned a separate service number.

CCU Communications Control Unit

A processor that assigns operating frequencies to equipment requesting mobile relay in trunking systems located at the repeater site. If there are redundant "CCUs", each one has a separate service number.

CE Common Equipment

This code describes common equipment that supports several "RC" and/or "CC" units in a major dispatch center. Typically, each rack of common equipment receives a service

number. If you have questions about how to assign service numbers in a dispatch center, check with the Console Engineering Unit for guidance.

CHA *Control Head, Mobile Radio*

This unit consists of a programmable microprocessor based control head associated with a mobile two-way radio system designed for operation in a vehicle. CHP units always use this code, however other client agencies may use it. Check with your supervisor for assistance.



Note:

Many radios utilize microprocessors in their control heads but are not considered "CHAs" by the owning agency.

CHM *Control Head, Motorcycle Radio*

This unit consists of a programmable microprocessor based control head associated with a mobile two-way radio system designed for operation on a motorcycle. The CHP is the agency that mostly utilizes this equipment code.



Note:

Many radios utilize microprocessors in their control heads but are not considered "CHMs" by the owning agency.

CO *Combiner*

The unit consists of one combiner and can be digital, video or voice frequency. If two or more combiners are connected in tandem, each combiner is considered a separate service unit.

This equipment code does not include transmitter or receiver multicoupler equipment found at sites to connect more than one piece of fixed equipment to a given antenna. Such combiners are included in equipment code "CAS" described on *page 4*.

CPA *Charger/Power Supply (Vehicular)*

This unit consists of one battery charger or power supply mounted in a vehicle to convert a personal portable radio (HT) for use as a mobile radio and to charge the battery.

CPM *Charger/Power Supply for Microwave Equipment*

This unit consists of one battery charger or one power supply that is not an integral part of a larger service unit. The "M" is necessary to show support for microwave systems. If one battery charger serves both VHF and microwave equipment, use the code "CPV." Solar and thermoelectric generators are battery chargers.

CPP *Charger/Power Supply (Portable)*

A unit consists of one 110V AC to DC battery charger utilized to charge portable radio equipment batteries. This unit may have the capacity to charge single or multiple battery

For Internal Use Only

packs for personal portable radios, portable radio stations or paging receivers. This code includes battery exercisers.

CPV *Charger/Power Supply for VHF Equipment*

A unit consists of one battery charger or one power supply that is not an integral part of a larger service unit. The V is necessary to show the unit supports VHF equipment. Solar and thermoelectric generators are battery chargers. A battery charger connected to a fixed station is serviced under the S number of the associated fixed station.

CT *Common Trunking Equipment*

A unit consists of one switchboard designed and used for telephone trunk switching.

DCP *Data Collection Platform*

Data and support gathering equipment located at one site operating together to supply information to a satellite earth station.

A "DCP" includes the following items:

- Transducers to measure temperature, wind velocity, humidity or other physical characteristics
- An analog to digital converter
- A RF unit with its associated antenna
- A power source such as a solar panel, thermoelectric generator or battery

ES *Electronic Siren*

An electronic siren or equipment having siren capability and includes accessories such as speakers, microphones, and lamp equipment that is maintained by TD and is controlled by the siren box. Equipment code "ES" also includes mobile equipment used as a public address system.

FA *Fault Alarm*

A fault alarm consists of one alarm unit. Multiple alarms are S numbered separately.

FR *Fixed Receiver*

Consists of a receiver not directly associated with a transmitter. This may be an additional receiver in a base station, a remote receiver, or a stand-alone fixed-station receiver. A receiver designed for mounting in a vehicle (regardless of its power source) is an "AR", not an "FR". *Also see "AR" on page 3.*

FS *Fixed Station*

A transmitter and receiver operating as a complete station. Included in this class are stations licensed as base, control and fixed stations; units designed to function as mobile radios but installed, licensed and operated at fixed locations.

For information on classification and use only

The stations below are not in the "FS" class.

- Operational fixed stations operating between 950 and 960 MHz. These stations are "**OFL**."
- Land mobile stations and temporary stations. *Also see "P" on page 10.*
- Mobile Relay Stations. A station licensed as a mobile relay assigned equipment code "**MR**" although also licensed to operate as a station in "**FS**."

FT Fixed Transmitter

A transmitter and accessories installed at a fixed location. Used when one or more of the below situations apply.

- There is *no receiver associated* with the transmitter.
- The *associated receiver is physically separated* from the transmitter.
- The *associated receiver is of a different make or vintage* than the transmitter.
- *Several receivers associated* with the transmitter and any attempt to designate one of them as the one to complete the fixed station would lead to confusion.

G Generator

Consists of one electromechanical generator on which TD performs preventive maintenance. Included in the service unit are the transfer panel, voltage regulators, associated fuses, circuit breakers, and AC wiring. Equipment coded "**G**" *may* occasionally be exercised by technician staff if requested as a part of the preventive maintenance schedule for that equipment.



Note:

The TD *does not* normally maintain the actual generator components, such as the motor, generator winding, fuel systems, etc. Mechanical maintenance and/or repair of such items must be arranged by the agency owning the generator.

This *does not include* solar and thermoelectric generators. *Also see "CPM" and "CPV" on page 5.*

HT Handie-Talkie

A unit consists of one transmitter and receiver unit, including accessories, designed for personal portable communications and not requiring any other power source other than its attached battery.

Not included in this class are personal portables used in the mobile vehicular repeater program. Use code "**HTR**."

Pager units are not included in this class. See equipment code "**PG**" on *page 10*.

For Internal TD Distribution and Use ONLY

HTR Handie-Talkie Repeater

A unit consists of one transmitter and receiver unit, including its accessories, designed for personal portable communications and not requiring any other power source other than its attached battery. A unit in this class may be identical to one in the "*HT*" class except that it was purchased for and is used primarily with the motorcycle and mobile vehicular repeaters. The California Highway Patrol is the agency that most frequently uses of the equipment code "HTR."

HTT Handie-Talkie, Trunked

A unit consists of one transmitter and receiver unit, including its accessories, designed for personal portable communications and not requiring any other power source other than its attached battery—similar to an "*HT*". An "HTT," however, is designed and equipped to operate with a trunked repeater system. State agencies that most frequently use equipment code "HTT" are the Department of Transportation and the Department of Corrections.

LA Linear Amplifier

A power amplifier that amplifies RF energy before transmission and is *not* part of a larger service unit. These units frequently are mounted in vehicles to accept the output of a personal portable and amplify the RF energy then apply the energy to a vehicular mounted antenna.

LB Light Bar

A unit consists of a chassis, which is mounted on top of a vehicle, and all enclosed lamps, motors, gears, mirrors, lenses and associated cabling. If there is an electronic siren associated with a light bar, the light bar controls and the siren speaker are considered part of an "*ES*" unit (*see page 6*).

LBM Motorcycle Warning Lights

A unit consists of the strobe lights mounted on a CHP motorcycle and the high-voltage power supply, switches and cables that operates them.

MC Motorcycle Radio

A unit consists of one transmitter and receiver unit and accessories designed for mounting on a motorcycle. If an additional receiver is mounted on the motorcycle, it is considered a separate "*AR*" unit. Motorcycle type radios owned by CHP are coded "MC" even though mounted in aircraft or other vehicles.

MCR Motorcycle Repeater

A unit consists of one transmitter and receiver unit with the accessories necessary to interconnect with a motorcycle radio so that the combination is used as a repeater. The California Highway Patrol is the agency that most frequently makes use of the equipment code "MCR."

For Internal Use Only

MDT Mobile Data Terminal

Consists of one transmitter and receiver unit and its accessories including a video display that provides the user with vehicle and suspect information.

MR Mobile Relay

Consists of one transmitter and one receiver operating together as a complete station. Includes accessories required for multiplex interconnection where used. In this class, all stations are licensed as mobile relay stations, even though the station is also licensed to operate in another class. Additional receivers associated with the station are each considered a separate service unit.

MX Multiplex

A unit consists of equipment used to multiplex multiple audio and/or data circuits onto one analog or digital pathway. A unit may be any of three types.

- A multiplex channel terminal
- All the common multiplex equipment of one make and model, installed at one location, and operating on one microwave route
- Digital channel banks or DACS

OF Operational Fixed

A microwave radio frequency (RF) terminal. Includes waveguide, antenna and other accessories necessary for path termination.

Units designated as Hot Standby, On-Line Protected or Space Diversity may contain more than one transmitter and more than one receiver.

OFL Low Density Operational Fixed

A unit consists of one microwave RF terminal with less than 120 channel capacity operating in the range of one the following frequencies:

- 950 MHz to 960 MHz
- 2130 MHz to 2150 MHz
- 2180 MHz to 2200 MHz

The unit includes the waveguide, antenna and other accessories necessary for the operation and path termination.

Units designated as Hot Standby, On-Line Protected or Space Diversity may contain more than one transmitter and more than one receiver.

Multiplex equipment is not included in the "OFL" equipment unit if operating in *conjunction* with an "OFL." See code "MX" on page 9 for multiplex equipment.

For Internal Use Only

P **Portable Station (Base)**

A unit consists of one transmitter and receiver (T/R) assembly and all accessories. Batteries and chargers packaged with the T/R assembly are included in the service unit. Included in this class are the California Department of Forestry fire camp radios and the California Highway Patrol portable command post radios. Also included in this class are portable mobile-relay stations owned and used by the California Department of Forestry and the California Department of Fish and Game. Not included in this class are desk-height and desktop stations normally used by the Department of Transportation Construction Office. Use equipment code "**FS**" for those units. Also see code "**FS**" on *page 6*, and codes "**HT**" and "**HTT**" on *page 7*.

PA **Public Address Equipment (Mobile or Fixed Audio Amplifier)**

A public address system consists of one complete unit, including intercom systems. Equipment with siren capability is not included in this class even though it is used as a public address system. *See code "ES" on page 6.*

PG **Pager**

A unit consists of one receiver and accessories that are worn on the belt or pocket of an individual. Units usually include selective decoding to allow activation individually or as part of a group.

RB **Relay Box, Interface**

A unit consists of an enclosed relay box containing relays, components, and connectors that serves as an interface to control devices such as lightbars, warning lights, light flashers, light "kill" switches, etc.

RC **Remote Control Unit**

A unit consists of one desk set or one console capable of controlling eight lines or less. Each dispatch position is equipped with a microphone, an audio amplifier, and a speaker or headset jack is considered a remote control unit.

For consoles capable of controlling nine or more lines, see equipment code "**CC**" on *page 4*.

If tone generating equipment such as Quick-Call consoles, Instant-Call panels, paging encoders, and similar devices are *not* contained within the remote control unit, then see equipment code "**TC**" on *page 11*.

SC **Service Channel**

A party line intercom that allows you to communicate on the microwave baseband.

SCC **Satellite Channel Card**

A unit consists of one audio or data card that interconnects with the RF components of the satellite station system.

For Information, Information and Use Only

SFS *Satellite Fixed Station*

Consists of a satellite transmitter, receiver, multiplex, antenna system and other accessories necessary for its operation and are located at fixed locations. "SFS" units communicate to the satellite hubs and the fixed stations via a satellite link.

SHS *Satellite Hub Station*

Consists of a satellite transmitter, receiver, multiplex, antenna system, and other accessories necessary for its operation and are located at fixed hub locations. "SHS" units serve as control ground stations that interconnect to other satellite hubs, transportable or county fixed stations via a satellite link.

STS *Satellite Transportable Station*

Consists of a satellite transmitter, receiver, multiplex, antenna system, and other accessories necessary for its operation. "STS" units are portable units permanently mounted on a trailer and communicate to the satellite hubs and the fixed stations via a satellite link.

SS *Security System*

A unit consists of one complete security system, Mardex or other similar type, and the associated cameras, monitors and door control circuitry.

SW *Switchboard*

A unit consists of one switchboard and all telephones served by the board.

SYS *Communications System*

This code is for the purpose of *system* adjustment and troubleshooting to a complete communications system. Charge all time spent making measurements, adjustments, alignment and phasing to a communications *system* to the "SYS" service number. This includes *system* adjustments to fixed stations, MUXs, consoles and other related equipment, and time spent at remote sites or intermediate locations, not just the dispatch center.

- Only TD Headquarters assign system equipment code "SYS" and its service number. Currently only CHP has system equipment codes assigned.

TC *Tone Control Unit*

Consists of one Quick-Call console, Instant-Call panel, paging encoder or similar device. This unit usually works in conjunction with one or more "CC" or "RC" units. Simple tone-generating circuits normally mounted within a "CC" or "RC" unit are part of the equipment in which they are installed rather than a separate "TC" unit.

TCI *Tone Control Interface*

A unit consists of one device that converts signaling from another format to tone or from tone to another format. The "TCI" can be either an encoder or a decoder. Unlike a "TC", the "TCI" is a stand-alone unit. Although there are other uses, a "TCI" typically is used

between a private line and a MUX or a control console and a private line. The equipment code "TCI" *does not* include the "base station interface" units utilized by the California Department of Forestry in their fire stations and other facilities; service of that equipment is included with the associated "FS" equipment.

TR *Tape Recorder*

Consists of one tape transport mechanism, regardless of the number of channels, and any equipment necessary for the operation of the unit, such as audio or video amplifiers. Equipment serving two or more transports is included as part of the primary recorder unit only. *Additional transport mechanisms associated with a primary recorder unit are considered additional "TR" units.*

TVC *Television Camera*

A unit consists of one television camera and associated equipment necessary for operation of the camera. Associated equipment includes housings, pan and tilt units, power supplies, cabling, and similar equipment.

TVM *Television Monitor*

A unit consists of one television monitor receiver. Each monitor in a multi-monitor console is a separate unit. Common equipment in the console that serves more than one monitor is a part of the primary or number one monitor service unit.

UPS *Uninterruptible Power System*

A unit consists of all the components required to provide an uninterruptible power source to on-line telecommunications equipment or systems. UPS components are a battery bank, a battery charger, an inverter, a line filter, a transfer switch, a load disconnect switch and a microprocessor controller.

VA *Radio Vault*

The immediate vicinity of an area where telecommunications equipment and the associated antenna structure is located. This enclosed area is a radio vault, an equipment room, an equipment closet, etc.



Note:

The TD *does not* normally maintain vault facilities owned by client agencies. The intent of this equipment code is for technicians to charge time associated with miscellaneous upkeep of a TD-owned facility.

VRC *Video Remote Control*

A unit consists of one console or control panels capable of controlling the pan, tilt, lens adjustment or other functions of one or more television cameras. The unit does not include any monitor receiver used to view the results of the control function(s). Each monitor receiver is considered a "TVM" unit.

For Internal Use Only

VS *Voice Scrambler*

A unit used to encode and decode voice audio so that it is intelligible only to transceivers similarly equipped. The equipment is considered a separate unit when it can be removed from one transceiver and used with another. The "VS" cannot be a part of any other unit.

VX *Miscellaneous Video Equipment*

Miscellaneous video equipment associated with video security and/or control systems. Units included within this equipment code would be video multiplexers, switcher/-controllers, video printers, etc.

VTR *Video Tape Recorder*

A unit consists of one tape recorder capable of recording video signals. VCRs and camcorders are types of "VTR" unit.

X *Miscellaneous Equipment*

Equipment that does not meet the criteria of a service unit as defined in this chapter is classified as miscellaneous equipment. Accessory items that are normally a part of a service unit are not included in this classification even though the accessory is separated from the primary equipment. Do not assign service numbers to miscellaneous equipment.

XX *DOT District-Owned Equipment*

Equipment code "XX" is only used to report service to DOT District-owned equipment that is not assigned a service number. Equipment in this category does not meet the criteria of any other equipment code or is not normally maintained by TD.

<tdm>

for Internal Use Only



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

10

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

FROM: George L. Milovich, Agricultural Commissioner/Director of Weights and Measures

FOR THE BOARD MEETING OF: December 4, 2012

SUBJECT: Personnel Recruitment – Deputy Agricultural Commissioner/Sealer

DEPARTMENTAL RECOMMENDATION:

Request Board A) Request Board find that consistent with the adopted Authorized Position Review Policy: a) the availability of funding for the position comes from the Agricultural Commissioners Department , as certified by the Agricultural Commissioner concurred with by the County Administrator and Auditor-Controller; b) where internal candidates meet the qualifications for the positions of Deputy Agricultural Commissioner/Sealer, the positions could possibly be filled through an internal recruitment, but an closed countywide recruitment would be more appropriate to ensure qualified applicants only, c) approve the hiring of one Deputy Agricultural Commissioner/Sealer, Range 80 through a closed countywide recruitment.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Deputy Agricultural Commissioner/Sealer position has been filled temporarily by and Interim Deputy Agricultural Commissioner/Sealer since January 1, 2012. This action would allow the Agricultural Commissioner's Office to fill this position with a permanent appointment.

ALTERNATIVES:

Not authorize the Inyo County Agriculture Department to recruit and appoint a Deputy Agricultural Commissioner/Sealer, but this is not advised since this position is included in the board approved budget and will result in lessened departmental effectiveness with no fiscal advantage.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This position will be funded by the 023300 Agricultural budget unit. This position is included in the Board adopted FY 2012/2013 budget.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) <i>Patricia L. Loney</i> Approved: <i>Patricia L. Loney</i> Date <i>11/15/12</i>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) <i>Steve D. Allison</i> Approved: <i>✓</i> Date <i>11/14/12</i>

DEPARTMENT HEAD SIGNATURE:

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

11

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: December 4, 2012

SUBJECT: Request to hire a full time Office Assistant I or II in the HHS Social Services Eligibility and Employment division.

DEPARTMENTAL RECOMMENDATION:

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

- 1) the availability of funding for the requested position exists in the Social Services budget, as certified by the Director of Health and Human Services and concurred with by the County Administrator and the Auditor-Controller, and
- 2) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and
- 3) approve the hiring of one Office Assistant I (Range 44, \$2,259-\$2,750) or Office Assistant II (Range 46, \$2,358-\$2,877) dependent upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

We are requesting to fill a full time Office Assistant I or II position in the Employment and Eligibility Division due to the recent resignation of an employee. This position ensures smooth office operations and is one of only two positions that staff this very busy Bishop front office. The Office Assistant manages client schedules and office assignments and handles the heavy telephone and lobby traffic that comes into the Employment and Eligibility office. The position also provides support to the Integrated Case Workers in all areas of the office as well as all regular clerical assignments.

ALTERNATIVES:

Your Board could deny this request. This would impact our ability to ensure coverage of reception duties in the Bishop office. It would also result in the reception duties being performed by higher-paid professional staff.

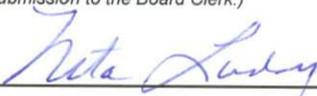
OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Federal, State and Social Services realignment. This position is budgeted in Social Services (055800) in the Salaries and Benefits object codes. No County General Fund.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: <u>yes</u> Date: <u>11/15/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: <u>✓</u> Date: <u>11-15-12</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 11-16-12



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

12

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

FROM: HEALTH & HUMAN SERVICES – Employment and Eligibility

FOR THE BOARD MEETING OF: December 4, 2012

SUBJECT: Request to hire a full time Integrated Case Worker I or II in the HHS Social Services Eligibility and Employment division.

DEPARTMENTAL RECOMMENDATION:

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

- 1) the availability of funding for the requested position exists in the Social Services budget, as certified by the Director of Health and Human Services and concurred with by the County Administrator and the Auditor-Controller, and
- 2) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment would be more appropriate to ensure qualified applicants apply; and
- 3) approve the hiring of one Integrated Case Worker I (Range 60, \$3,271 - \$3,973), or Integrated Case Worker II (Range 64, \$3,590 - \$4,363), dependent upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

We are requesting to fill an Integrated Case Worker (ICW) position in the Employment and Eligibility Division due to the recent resignation of an employee. ICW staff determines clients' initial and continued eligibility for MediCal benefits, Cal Fresh benefits, County Medical Services Program (CMSP) coverage, General Assistance, CalWORKs and Workforce Investment Act (WIA) programs. The many and varied duties of ICW staff also include: operating the life skills and job skills classes, writing employment plans, working with employers on job development and work experience slots throughout the County from Bishop to Tecopa, conducting home visits, connecting and linking clients with educational opportunities, contacting clients who are non-compliant with program requirements to try and identify and eliminate barriers, as well as processing applications and establishing and maintaining highly technical eligibility case records.

Filling this position will help the Department continue to deliver timely and accurate services and benefits to our clients, and will continue to place us in a position to pass County and program specific audits. We have continued to maintain one vacant ICW position for salary savings.

ALTERNATIVES:

We could leave the position vacant, which would result in overtime requirements for current ICWs and the possibility of increased error rates and audit exceptions.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Federal, State and Social Services Realignment. This position is budgeted in Social Services (055800) in the Salaries and Benefits object codes. No County General funds.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: _____ Date:
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved:  Date: <u>11/15/12</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved:  Date: <u>11-15-12</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

 Date: 11-16-12



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:

AGENDA NUMBER

14

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

FROM: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: Dec. 4, 2012

SUBJECT: Final County of Inyo Community Project Sponsorship Grant Presentations and Payments to the Lone Pine Chamber of Commerce, the Inyo Council for the Arts, and the Bishop Area Chamber of Commerce and Visitors Bureau for successfully completing Fall 2012 CPSP projects.

DEPARTMENTAL RECOMMENDATION: Request your Board approve final payments as follows: \$1,000 to the Lone Pine Chamber of Commerce for its Music in the Courtyard program; \$1,500 to the Inyo Council for the Arts for the 2012 Millpond Music Festival; and \$2,000 to the Bishop Area Chamber of Commerce and Visitors Bureau for hosting the Outdoor Writers Association of California Post Conference Tours. All are 2012-13 Community Project Sponsorship Grant projects funded from the 2012-2013 Advertising County Resources budget, 011400.

SUMMARY DISCUSSION: The Lone Pine Chamber of Commerce was awarded a Fall Cycle FY 2012-13 County of Inyo Community Project Sponsorship Grant in the amount of \$2,000 in July of 2012 to help sponsor Music in the Courtyard, a series of live music performances in the Chamber Courtyard in the fall of 2012. After contracts were finalized, half the grant funds (\$1,000) were disbursed to the Chamber. The event organizers have provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$1,000. The Chamber also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material. The concerts, held in the early evening, quickly became popular and well-attended. The weekly event featured diverse musical acts and attracted visitors and locals, creating a community event where local residents and visitors could meet and mingle. The event "added charm to Lone Pine," organizers said, and enhanced the ambiance of the pedestrian experience in town. The Chamber is planning to continue the Music in the Courtyard event in 2013.

The Inyo Council for the Arts was awarded a FY 2012-13 Fall Cycle County of Inyo Community Project Sponsorship Grant in the amount of \$3,000 in July of 2012 to help sponsor the 2012 Millpond Music Festival. After contracts were finalized, half the grant funds (\$1,500) were disbursed to the Arts Council. The Council has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$1,500. The Council also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material. The 2012 Millpond Music Festival saw increased attendance from out-of-county visitors. The organizers said that increase could be partly attributed to the CPSP funding, which helped expand the advertising budget for the event, which in turn generated a higher percentage of visitors from outside of Inyo County. Overall, total attendance at the festival exceeded expectations.

The Bishop Chamber of Commerce and Visitors Center was awarded a Fall Cycle FY 2012-13 County of Inyo Community Project Sponsorship Grant in the amount of \$4,000 in July of 2012 to help support the Outdoor Writers Association of California Post Conference Tours project. After contracts were finalized, half the grant funds (\$2,000) were disbursed to the Chamber. The Chamber has provided staff with sufficient documentation of acceptable expenses for final reimbursement for the \$2,000 in grant funding. The Chamber also provided ample evidence that Inyo County was prominently mentioned as a sponsor of the event. The 2012 OWAC Conference was held this past September in Mammoth Lakes, and after the official gathering, 11 outdoor writers/journalists, including several well-known and well-established writers, took advantage of an extra day of exploring the Eastern Sierra, hosted by the Bishop Chamber. The writers asked to experience a wide variety of outdoor activities, from fishing to kayaking to horseback riding to guided tours. The group then enjoyed a dinner and swapping stories that evening. Already, one of the participants has written and published an article about fishing in the Bishop area in the December 2012 issue of California Fly Fisher magazine. More are sure to follow, and the positive relationships created during the event will more than likely lead to more articles and publicity for the area.

ALTERNATIVES: The Board could deny the requests.

OTHER AGENCY INVOLVEMENT: County Counsel, County Administrator's Office, Auditor/Controller.

FINANCING: The Community Project Sponsorship Program is part of the Advertising County Resources budget and is financed from the General Fund. Funds for these grants have been budgeted in FY 2012-13 Advertising County Resources Budget (011400), Professional Services (5265).

APPROVALS

<p>COUNTY COUNSEL:</p> <p>N/A</p>	<p>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i></p> <p>Approved: _____ Date _____</p>
<p>AUDITOR/CONTROLLER:</p>	<p>ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i></p> <p><i>[Signature]</i></p> <p>Approved: <i>[Signature]</i> Date <i>11/21/12</i></p>
<p>PERSONNEL DIRECTOR:</p> <p>N/A</p>	<p>PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i></p> <p>Approved: _____ Date _____</p>

DEPARTMENT HEAD SIGNATURE:

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

[Signature]

Date: *11-27-12*



120 South Main Street • P.O. Box 749 • Lone Pine, CA 93545

Lone Pine
Chamber of Commerce

October 20, 2012

RECEIVED

OCT 29 2012

Inyo Co. Water Department

Inyo Co. Board of Supervisors
PO Box N
Independence CA 93526

Dear Supervisors,

The Lone Pine Chamber of Commerce thanks you for your support of our Music in the Courtyard, this year.

When we decided to do the concerts in the courtyard it was, we thought, to have an attraction for the visitors. It became a central meeting place for locals and tourist. The music was eclectic so everyone had something to like. The area was charming and warm, and there was something to do when the music stopped for a break.

The concerts in the courtyard added charm to Lone Pine and we hope we will be able to continue the concerts next summer.

Thank you for your support

Sincerely,

Kathleen New
Kathleen New
President/CEO



Courtyard Gallery

120 S. Main St.

Lone Pine, CA 93545

760-876-4444

Join us every
Saturday evening from
7PM—9PM for
Live Music in the
Courtyard

Bring your own beverage and enjoy a summer evening in Lone Pine with music and art.

(sponsored in part by County of Inyo)



RECEIVED

NOV - 7 2012

Inyo Co. Water Department

County of Inyo
Community Project Sponsorship Program
Attn: Jon Klusmire
P.O. Drawer N
Independence, CA 93526

November 2, 2012

Dear Mr. Klusmire and Members of the Inyo County Board of Supervisors:

Please find enclosed Inyo Council for the Arts' request for final reimbursement related to the recently completed CPSP project - 2012 Millpond Music Festival Promotion. We are requesting the final payment of \$1,500.00 at this time.

ICA is grateful for the continued support we receive from Inyo County for projects such as this which contribute to the economic development of the region and provide artistic and cultural opportunities to local residents. The goal of the project was to increase the number of visitors from outside Inyo County to the Millpond Music Festival, thereby marketing our region for repeat visitation and enhancing the long-term stability of the festival.

In addition to the final report, reimbursement request form and related expense documentation, we have included a copy of the 2012 Millpond brochure and program. We would be happy to present an oral report to the Inyo County Board of Supervisors, if so desired. We hope that you find our submittal complete; however if you should have any questions or require further information, please do not hesitate to contact our office.

Once again, thank you for your continued support!

Sincerely,

Lynn Cooper, Executive Director
Inyo Council for the Arts



Inyo County Community Project Sponsorship Program

2012 Millpond Music Festival Promotion

Inyo Council for the Arts is pleased to report that we have recently completed this project designed to attract visitors to Inyo County. We are grateful to Inyo County for providing funding through the CPSP grant program which helped to offset the costs associated with promoting this great annual event. The 2012 Millpond Music Festival was a great success. The 2011 Millpond was a record-breaking year with ticket sales growing by 30% due to the popularity of the headlining act, Los Lobos. We set a goal of ticket sales within 15% of 2011 and exceeded that goal. While local attendance has always been brisk, this year we hoped to increase participation from outside Inyo County. Through the assistance of the Inyo County CPSP Grant, we were able to achieve this.

The promotion strategy had three parts: First was radio advertising on stations and programs with similar music to Millpond. ICA advertised on KFOG, a large San Francisco Bay area station, KUNR, the Reno public radio station, KTHX, a Reno commercial station, and KMMT, a Mono County radio station. Second, ICA initiated promotion sharing with other music festivals in the West. We sent posters and brochures to other festivals, and agreed to display their material at Millpond. Lastly, we increased our website, email, and Facebook promotion. Our Millpond email list now has 1,700 contacts and we have 1,300 "friends" on Facebook.

As measured by several metrics, the project was successful in attracting out of the area visitors. First, excluding last year's outlying numbers, the 2012 Millpond attendance was approximately 20% above the long-term trend. Secondly, although we are unable to accurately track the origin of people coming through the gate, anecdotal observation from gate workers indicated an increase in the percentage of visitors from outside Inyo County. Lastly, campers, which represent mostly non-locals, exceeded last year's record numbers by 10%.

Those that attend the Millpond Music Festival contribute to the local economy during their stay, and are more likely to return to the Eastern Sierra and promote the area to their friends. We believe that your investment in this project will be returned many times in increased economic activity.

Once again, thank you for the opportunity to participate in Inyo County's Community Project Sponsorship Program.

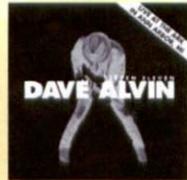
Inyo Council for the Arts
invites you to the...

21st Annual

Millpond

Features . . .

- Beautiful **mountain backdrop**
- Children's arts & crafts activities**
- Latin & Native American
- Cultural Villages**
- Workshops** by performers
- Art show** by local artists
- Food and Drink** booths
- Great campsites** and jamming



Music Festival

September 21-23, 2012

Bishop, Ca

Performers for 2012 include . . .

Big Bad Voodoo Daddy

Huun Huur Tu

Tom Russell

Samantha Robichaud

Pine Leaf Boys

Dave Alvin and The Guilty Ones

Dead Winter Carpenters

Ronny Cox

Pine Leaf Boys

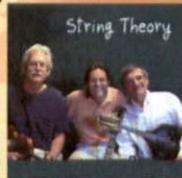
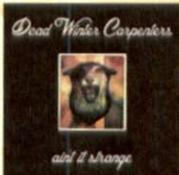
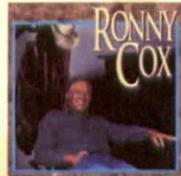
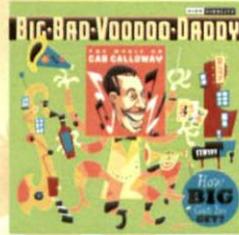
Jo Henley

Los Cenzontles

The Littlest Birds

String Theory

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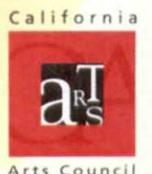
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BISHOP AREA CHAMBER OF COMMERCE & VISITORS BUREAU
690 N. MAIN STREET, BISHOP, CALIFORNIA 93514

October 30, 2012

Dear Mr. Klusmire,

Please find enclosed final reimbursement request and supplemental documentation related to the successful completion of the OWAC Post Conference Tours CPSP project.

We are pleased to report that all aspects of the project were successfully completed. We have attached a copy of the September 25th, 2012 news release that summarizes the program and gives specific credit to Inyo County for helping to fund this beneficial project.

I hope that you find all of our submittals in order; however, if you should have questions, please feel free to call me at 760/873-8405.

Sincerely,

Tawni Thomson
Executive Director
Bishop Area Chamber of Commerce & Visitors Bureau

VOICE 760-873-8405 FAX 760-873-6999



INFO@BISHOPVISITOR.COM

NEWS RELEASE

TO: ALL MEDIA

FROM: TAWNI THOMSON
BISHOP AREA CHAMBER OF COMMERCE & VISITORS BUREAU

DATE: TUESDAY, SEPTEMBER 25, 2012

RE: WORKING TO KEEP INYO "IN THE NEWS"

FOR IMMEDIATE RELEASE

Last week, the Bishop Area Chamber of Commerce and Visitors Bureau hosted a group of journalists that stayed and played in Bishop following the fall OWAC Conference in Mammoth Lakes. OWAC is the acronym for Outdoor Writers Association of California, a non-profit association of media professionals who communicate the vast array of outdoor recreational opportunities and related issues in California and the surrounding western region. OWAC membership includes newspaper and magazine staffers, freelance writers, book authors, radio broadcasters, video producers, editors, photographers, artists, lecturers and information officers. Each year the group gathers in different locations throughout the state for the purpose of gathering story ideas and photos to highlight California's best outdoor offerings.

"Since the 2012 fall conference was so close to Bishop, we thought it would be a good idea to invite some of the journalists to extend their visit to the Eastern Sierra for an extra day of fun and info gathering in Inyo," states Tawni Thomson of the Bishop Chamber.

Eleven OWAC members accepted the invitation to the post-conference day in Inyo. The group convened Tuesday morning, September 18th at the Bishop Visitor Center to meet chamber staff and volunteer guides. Some journalists opted for a guided fly-fishing trip, several went kayaking on the Lower Owens, and one enjoyed a horseback ride followed by guided tours of the Paiute-Shoshone Cultural Center, Owens Valley Radio Observatory and Mt. Whitney Fish Hatchery. Following the full day of activities, the group met up again at Whiskey Creek Restaurant for dinner and more information sharing before retiring to spend the night at the Creekside Inn.

The Bishop Chamber was pleased and honored to host the group of very talented, accomplished and prolific journalists including Tom Steinstra, Janet Fullwood, Meade Fischer, Barbara Steinberg, Tom Martens, Jeff McElroy, Greg Niemann, Catherine Billey, Dave Huebner, Sharon Martinson and Steven Bumgardner.

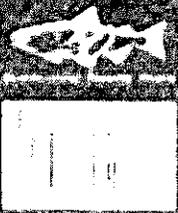
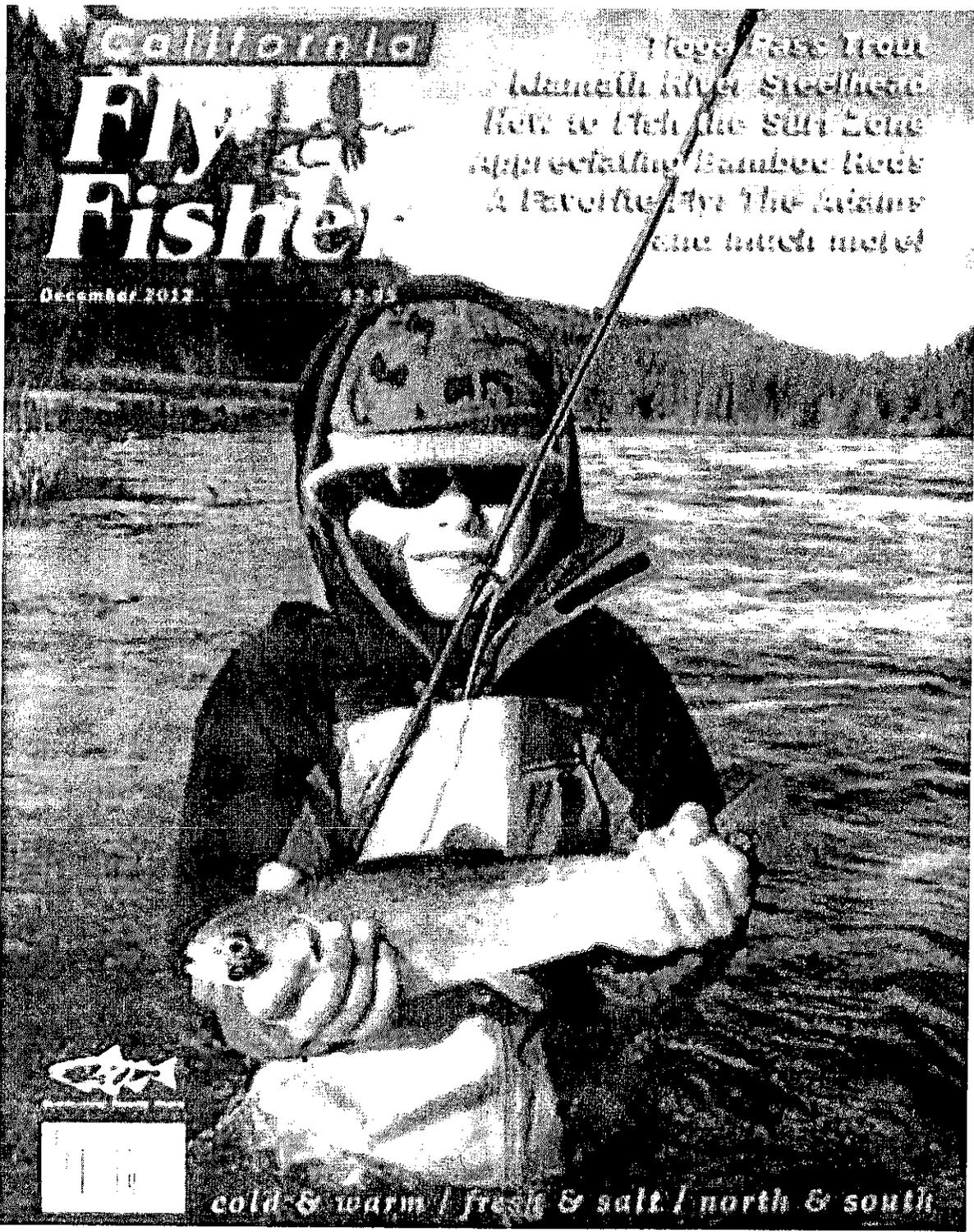
In coming months, it is likely that this project will lead to stories in such major media outlets as San Francisco Chronicle, Sacramento Bee, Go Magazine, Dog Trekker, California Meetings & Events, California Fly Fisher, Western Outdoor News, California Sportsman, California Kayaker, Adventure Sports Journal, Outdoor Life, ESPN Outdoors, California Travel Insider, Mammoth Sierra Magazine and others.

The Bishop Area Chamber of Commerce is grateful to many partners that made this project possible, including: County of Inyo CPSP Grant Program, Mammoth Lakes Tourism, Bishop Motosports, Rainbow Pack Outfitters, Joe Pollini, Fred Rowe, Mark Rosen, Brock's Sporting Goods, Whiskey Creek Restaurant and the Creekside Inn.

California
Fly Fishing

December 2012

How to Fly Fish Trout
in the Klamath River Steelhead
River to Fish the Salt Zone
Appreciating Bamboo Ribs
& Favorite Fly The Autumn
one hatch meet



cold & warm / fresh & salt / north & south

Trout Town: Bishop

BY TOM MARTENS

YOU KNOW you're in a bona-fide trout town when there's a fly-rod-and-trout pattern in the carpet of your hotel. And where else but in a trout town would you find a fancy hotel with a fish-cleaning room? Or fly rods in the gun racks of pickup trucks?

The charming Inyo County community of Bishop sits at the epicenter of a number of outstanding eastern Sierra trout waters. Some of these waters are well known, like the Owens River, and some are only on the radar of adventurous anglers who are willing to explore the Sierra range that rises a short distance to the west. A stream even runs through the middle of town.

It's hardly a surprise that Bishop hosts half a dozen fly and tackle shops, even though its population totals a mere 3,879 full-time residents. People who live here or visit like to fish. They like to fish so much, in fact, that when the weather is cold you'll see them at the supermarket wearing waders and down vests.

"I call it the puffy vest hatch," said Fred Rowe, a part-time fly-fishing guide whose day job is working at the Vons grocery store in Bishop. "It happens about five in the afternoon." Rowe said he kids the anglers about their garb and dispenses advice not only on what to buy to eat, but also on where to fish.

California's Hidden Treasure

Locals call Bishop "California's hidden treasure." It's not exactly hidden, but getting to the place takes a little driving, because the town is a long drive from most major cities in Southern and Northern California or Nevada. Business types proudly say that Bishop isn't in the middle of nowhere, though. Quite the contrary. "In fact," says a promotional blurb pub-

lished by the Bishop Area Chamber of Commerce and Visitors Bureau, "Bishop is located in the very middle of California, where Highways 6 and 395 intersect."

Editors at *Men's Journal* magazine were so smitten they called Bishop "one of America's coolest mountain towns" in a profile article. "Cool mountain towns are



HIGHWAY 395 SERVES AS MAIN STREET IN THE EASTERN SIERRA TOWN OF BISHOP.

authentic, unhypped places tucked away in scenic alpine settings," the article said, "where you can spend the day wearing yourself out with the best summer sports the terrain has to offer, then double back to town afterward for a first-rate meal and a couple of pints of the local microbrew."

Bishop has a rich history as a fishing destination and a ranching and mining community, dating back to 1862, when rancher Samuel Bishop sold cows in the town, which was then known as Bishop Creek. A U.S. Post Office branch was opened in the frontier settlement in 1870, and the city was incorporated as Bishop in 1903.

In recent years, Bishop has become known as a battleground of the fabled Owens River water wars between Los An-

geles and conservationists seeking to save Mono Lake and to sustain trout populations in the Owens River. "Between 1905 and 1907, William Mulholland, superintendent of the Water Department for the City of Los Angeles, purchased much of the land in the Owens Valley under the guise of a local irrigation district," said Ja-

Bishop is literally surrounded by trout waters, with the Owens being the closest trophy-trout water. The region's major still water, Lake Crowley, is to the north. For anglers who just have to get a trout fix during the winter — or for skiers who are also anglers and just want a change of pace — the good news is that several of the angling destinations in the Bishop area are open for fishing during the colder months.

Let's start with the Owens at Pleasant Valley Reservoir. Pleasant Valley Reservoir is a snake-shaped float-tube-only impoundment of the Owens that is accessible for fishing only from the dam end or the top end from the powerhouse. The reservoir is located in a canyon along the chalk bluffs six miles north of Bishop off Highway 395. (When headed north, make a right turn at Pleasant Valley Road. It is about one and a half miles to the reservoir, just past the campground.) According to David D'Beaupre, owner of the Sierra Trout Magnet Fly Shop in Bishop, who has been guiding in the area for six years, the preferred tactic is to pull a sinking tip line and streamers on the dam side of the reservoir for stocked rainbows and natural browns. Preferred streamer patterns include big articulated Zonkers, Double Bunnies, and some Montana patterns, such as Buller Head Sculpins and Heavy Metal Sculpins in sizes 4 through 8. These are usually available in local fly shops. He also fishes with silver-on-black and silver-on-red chironomids in sizes 12 to 16.

A Winter Fishing Destination

The water wars may have subsided for now, but they'll probably never really end in the minds of water watchers and the ever-vigilant local fly-fishing community. With relatively stable flows, however, many of the rivers and streams sustain impressive trout populations.

The section of the Owens River from the Pleasant Valley campground down to Big Pine is known for mayfly hatches all winter. Fish with size 16 to 18 Thorax Blue-Winged Olives and Cut-Wing BWOs. This stretch has an impressive 7,000-to-11,000 trout per mile. The section above Bishop holds about 90 percent



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

15

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: December 4, 2012

SUBJECT: U.S. Forest Service Environmental Assessment for Black Canyon Riparian Restoration Project

RECOMMENDATION: Review the U.S. Forest Service's Environmental Assessment for the proposed Black Canyon Riparian Restoration Project, review correspondence in regards thereto, and authorize the Chair to sign.

SUMMARY DISCUSSION: The Inyo National Forest has issued an Environmental Assessment for a proposal to remove a portion of a trail from the Forest designated trail system in Upper Black Canyon, implement restoration treatments, install barricades, and adding a portion of an unauthorized trail nearby (Attachment 2). Staff has drafted correspondence for the Board's consideration in response (Attachment 1), primarily addressing land use and planning, socioeconomics, air quality, noise, and cumulative issues. Comments are due by December 5.

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

OTHER AGENCY INVOLVEMENT: Department of Agriculture, U.S. Forest Service.

FINANCING: General fund resources are utilized to monitor planning work in the Forest.

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

A handwritten signature in blue ink, appearing to read "Joshua Hart", written over a horizontal line.

Date: 11-28-12

Attachments:

1. Draft Correspondence
2. Environmental Assessment

December 4, 2012

Diana Pietrasanta, Deputy District Ranger
White Mountain and Mt. Whitney Ranger Districts
Inyo National Forest
c/o Casey Shannon
351 Pacu Lane, Suite 200
Bishop, CA 93514

Re: U.S. Forest Service Environmental Assessment for Black Canyon Riparian Restoration Project

To Whom It May Concern:

On behalf of the Inyo County Board of Supervisors, thank you for the opportunity to provide input regarding the Environmental Assessment (EA) for the proposed Black Canyon Riparian Restoration Project. We also appreciate that Forest Supervisor Armenta has briefed the Board regarding this project previously.

As you probably are aware, we are deeply concerned about any additional restrictions to access to the Inyo National Forest, and we consider each and every road and trail closure significant both singularly and cumulatively. Therefore, we are troubled that the Forest Service is considering closing the trail that is the subject of this EA and has not considered alternatives to the closure, despite what appear to be numerous comments submitted during scoping expressing concern. The EA provides little technical detail regarding the infeasibility of accommodating the trail while achieving riparian restoration; we believe that the project objectives can be supported in a manner that maintains the trail and enhances aquatic and other resources in the vicinity, and that the EA should evaluate such an alternative. We offer the following additional comments:

1. The EA does not include a comprehensive consistency analysis with relevant plans and policies, including with Forest Service planning efforts, such as the Travel Management Plan and the Motor Vehicle Use Map. In particular, the EA does not reference the Inyo County General Plan.¹ The project appears inconsistent with numerous County General Plan goals, policies, and implementation measures, including Goal Gov-7 (Provide for Recreational Opportunities), Goal Gov-9 (Mineral Resources), Goal Gov-11 (Access and Transportation), Policy ED-1.2 (Visitor Capacity on Public Lands), Goal Bio-2 (Provide a Balanced Approach to Resource Protection and Recreational Use of the Natural Environment), and Policy Rec-1.2 (Recreational Opportunities on Federal, State, and LADWP Lands).
2. The EA does not address air quality or noise. Based on increased travel distances due to the closure, it appears as if the project will increase criteria air pollutant emissions and noise.
3. The EA does not address socioeconomics. The project may impede access and thus result in adverse impacts to recreation and other multiple uses in the Forest, and related impacts to socioeconomics and the cultural history of the County.

Thank you again for the opportunity to participate in this planning process. We look forward to your response to our concerns. If you have any questions, please contact the County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or kcarunchio@inyocounty.us.

¹ Refer to http://inyoPlanning.org/general_plan/index.htm for the County's General Plan.

Sincerely,

**Marty Fortney, Chair
Inyo County Board of Supervisors**

**cc: Board of Supervisors
Kevin Carunchio, CAO
Randy Keller, County Counsel
Joshua Hart, Planning Director
Doug Wilson, Willdan
Ed Armenta, Inyo National Forest**

Environmental Assessment

Black Canyon Riparian Restoration Project

USDA Forest Service, Inyo National Forest
White Mountain Ranger District

Inyo County, California

October, 2012

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Figure 2	Upper Black Canyon Project Location Map (page 4)
Figure 3	Lower Black Canyon Project Location Map (page 5)

Chapter 1 Purpose and Need for Action

1.1 Summary of Proposed Action

The Inyo National Forest, White Mountain Ranger District, proposes to conduct a watershed restoration project in the Black Canyon watershed located in the southern White Mountains east of Bishop, CA. The proposed project area encompasses two portions of the Black Canyon watershed, one within the riparian area downstream of Black Canyon Springs and the other the riparian area 1 mile north of the confluence with Marble Canyon. The project addresses adverse effects to riparian areas and hydrologic function in Black Canyon due to road damage and the original trail layout itself. None of the project area is located within designated wilderness area and the entire project area is located on National Forest System lands.

The Forest Service has determined that the watershed condition, as well as aquatic and riparian habitat in the project area could be enhanced by reducing trail-related impacts to natural stream flow. The project is intended to reduce these impacts through five activities:

- 1) Remove 0.72 miles of trail 34E303 from the Forest designated trail system and close it to motorized vehicle use in upper Black Canyon, below Black Canyon Springs. Implement restoration treatments where within the closed section of trail and install closure barricades.
- 2) Install a motorized vehicle turn around area ¼ mile above Black Canyon Springs.
- 3) Install trail stabilizing structures on the stream crossing of trail 34E307 in upper Black Canyon and at lower closure point of trail 34E303.
- 4) Remove diverted stream flow from trail 34E303 in lower Black Canyon via culverts and route flow to natural stream course. Install three native soil rolling dips to trail 34E303 below the spring in lower Black Canyon to prevent flow diversion to the trail.
- 5) Add 0.23 miles of unauthorized trail (U-7S132) to the Forest designated trail system to help maintain motorized vehicle opportunities.

Restoration and trail prescriptions are shown in Figures 2 and 3 and described in more detail in Appendix A.

The proposed project is consistent with the watershed management direction of the 1988 Land and Resource Management Plan (LRMP) of the Inyo National Forest and the 2004 Sierra Nevada Forest Plan Amendment Riparian Conservation Objectives. These objectives require protection of water quality, water bodies' physical characteristics, and aquatic and riparian ecosystems.

The Forest has secured initial funding for project implementation. The earliest starting date for the project would be April 2013.

1.2 Document Structure

This document is a project level Environmental Assessment. The Forest Service has prepared this Environmental Assessment in compliance with the National Environmental Policy Act (NEPA) and other relevant Federal and State laws and regulations. This Environmental Assessment discloses the direct,

indirect, and cumulative environmental impacts that would result from the Proposed Action and No Action alternatives. The document is organized into four Chapters:

- 1. Purpose and Need for Action:** This section includes information on the project proposal, the purpose of and need for the project, and the agency's proposal for achieving that purpose and need. This section also details how the Forest Service informed the public of the proposal and how the public responded.
- 2. Description of the Two Alternatives:** This section provides a description of the agency's Proposed Action for achieving the project's purpose, and the No Action Alternative. This section also provides a table that summarizes how well each alternative meets project objectives.
- 3. Environmental Consequences:** This section describes the environmental effects of implementing the Proposed Action and No Action Alternative. This analysis is organized by the two alternatives, and discusses each alternative's effects to water quality, soils, and other resources. The existing conditions in the project area are summarized first, followed by a description of the effects on the resource under each alternative.
- 4. List of Persons Consulted:** This section provides a list of Forest Service staff who prepared the environmental assessment.

Appendix A: Appendix A describes the prescriptions or trail treatments that would be used if the Proposed Action were selected.

Additional documentation, including more detailed analyses of project-area resources, may be found in the project planning record located at the Inyo National Forest Supervisors Office in Bishop, California.

1.3 Description of Project Area

The Black Canyon Project area is located approximately fifteen air miles east and south-east of Bishop, California in the southern White Mountains (see **Figure 1**) in the Inyo National Forest. It is found entirely within the Black Canyon watershed (6th field hydrologic unit code # 180901020504). The project area consists of two distinct sites, the upper project area in upper Black Canyon (**Figure 2**) and the lower project area located in the middle reaches of Black Canyon upstream of Marble Canyon (**Figure 3**). The project is entirely within the prescription # 12 (Concentrated Recreation Area) of the White Mountains Management Area, as designated in the Inyo National Forest Land and Resource Management Plan (1988) (LMRP). The primary objectives of this prescription are to manage concentrated recreation areas to maintain or enhance major recreational values and opportunities.

In Upper Black Canyon, a ½ mile section of trail 34E303 is located in a riparian area and is partially in the natural stream channel. The road has developed 1-1 ½ feet deep ruts over time that now channel stream flow down the trail. These ruts have narrowed the natural flow path and a lowered the local water table. The riparian area is in a condition of downward trend with type conversion of riparian vegetation toward more upland species. This has reduced the extent of riparian and aquatic habitat within the watershed, while weeds have proliferated along the road.

Figure 1- Regional Location Map, Black Canyon Project

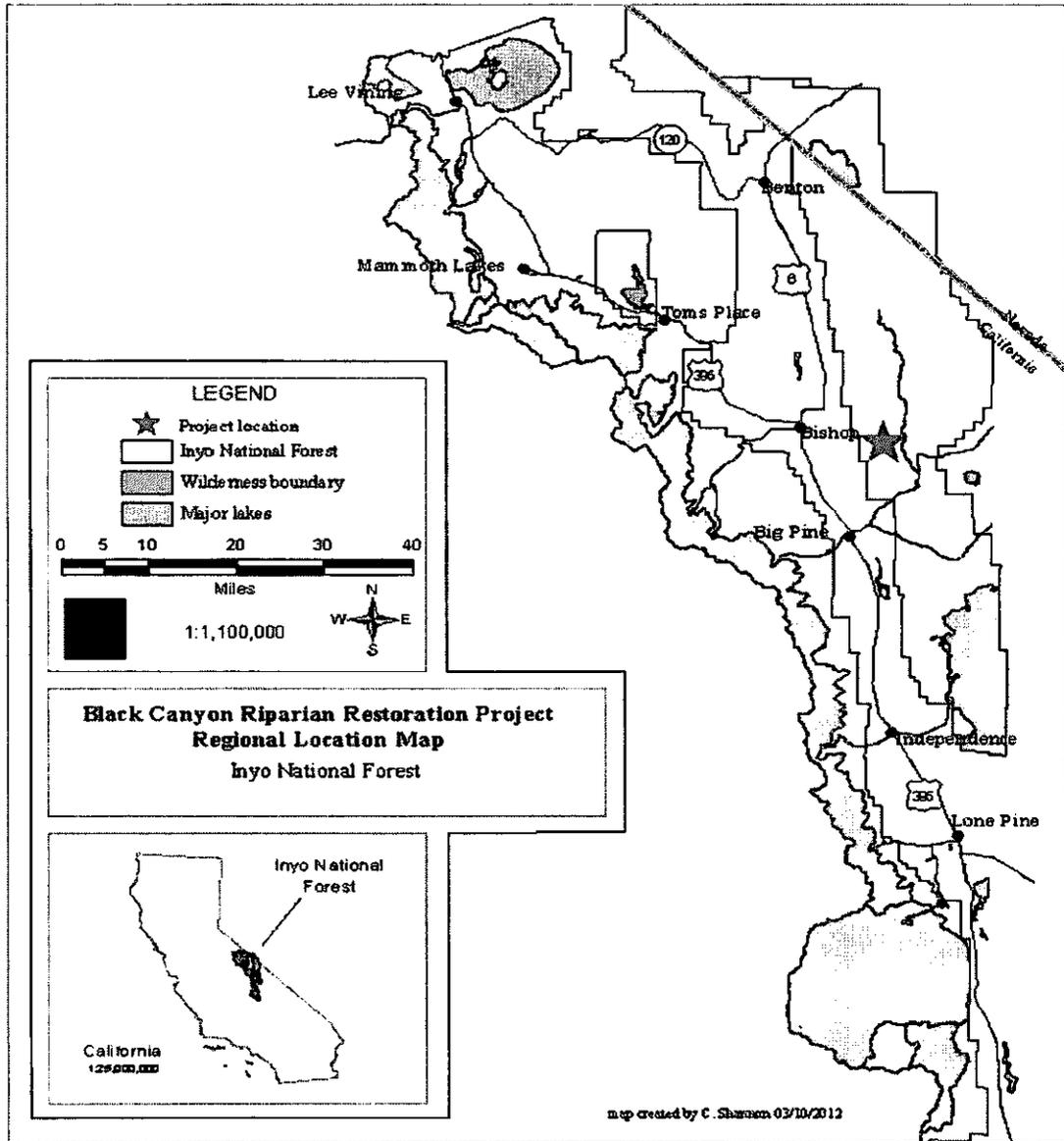


Figure 2: Upper Project Area, Upper Black Canyon. The project area map shows a brief description and location of project activities. Map adapted from USGS quadrangle Westgard Pass, CA.

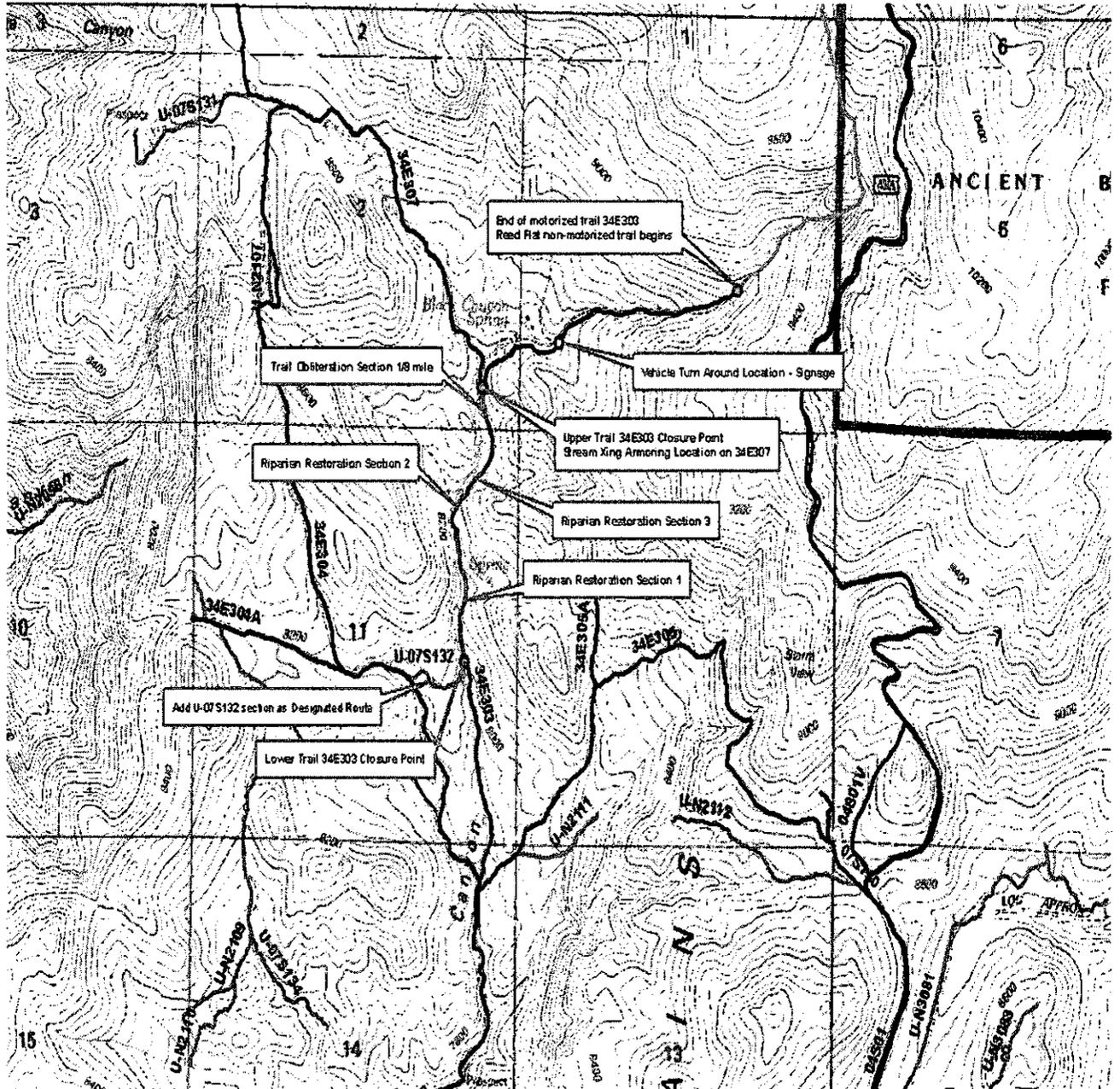
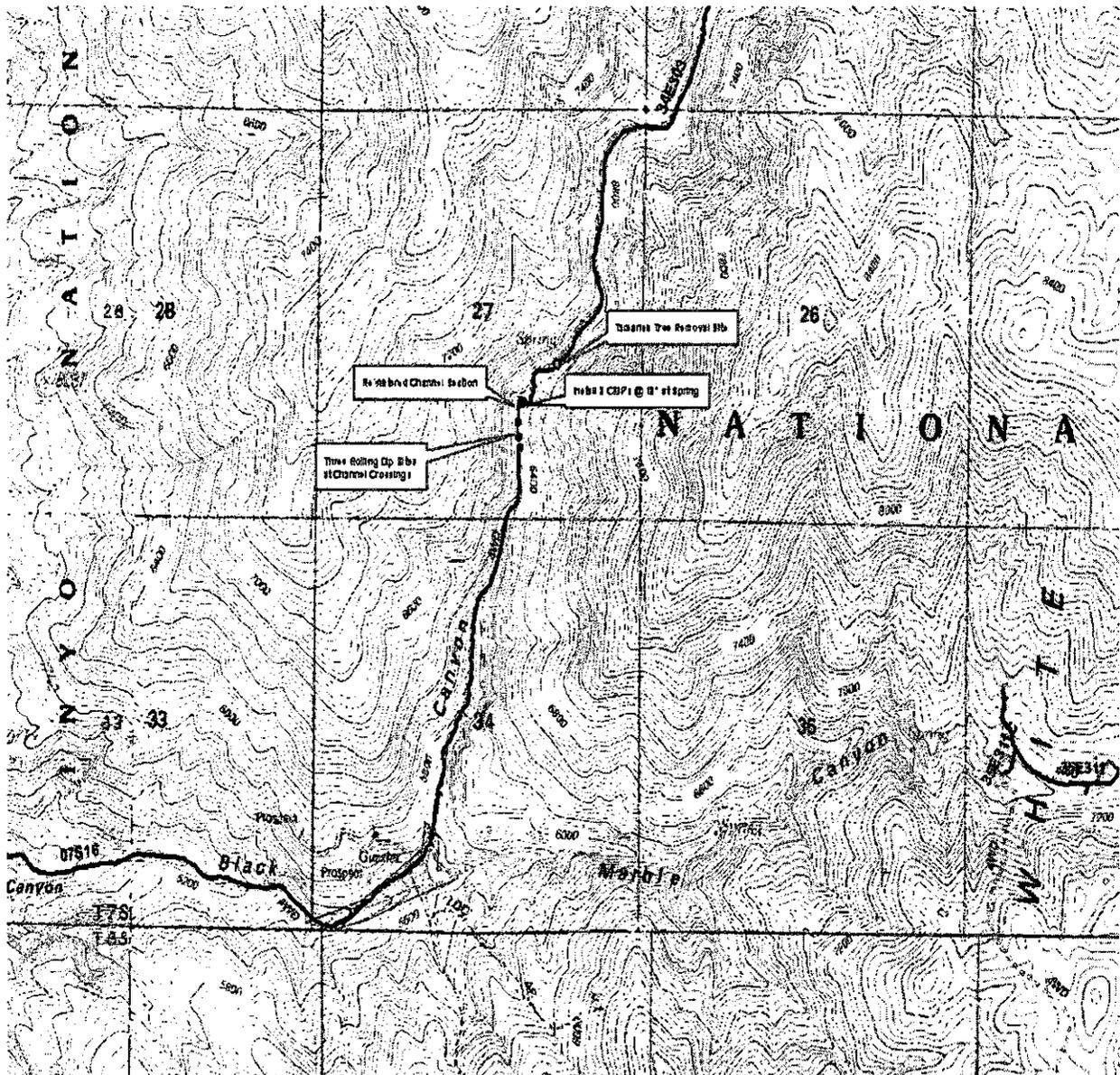


Figure 3: Lower Project Area, Black Canyon. Map adapted from USGS quadrangle Westgard Pass, CA.



There is no opportunity to re-locate the existing trail out of the riparian area, due to the narrow canyon bottom and adjacent steep and rocky slopes. It is also not possible to route stream flow away from the trail as the trail follows the natural drainage path of the stream and is at the lowest point in the canyon.

The currently unauthorized route U-07S132 connects from system trail 34E303 to 34E304, and is in a condition and location that allows it to be used without increasing resource impacts.

Trail 34E303 currently ends in a box canyon at the non-motorized trailhead, where there is no adequate space for vehicle turnaround. Currently, vehicles must back down the trail or turn around on canyon sides and cause resource impacts to soils and vegetation.

In Lower Black Canyon, sediment from trail 34E303 has over time moved down slope from vehicle use and runoff events and has filled a natural flow path. This swale is where stream flow from a trail side perennial spring used to cross the road into a natural channel with established riparian vegetation. As a result of the trail swale filling with sediment, all stream flow has been forced down the trail and has abandoned the riparian area below the spring. The riparian vegetation downstream of this diversion has died due to lack of water, and this has removed about ¼ mile of riparian and aquatic habitat. The watered trail bed erodes with vehicle passage, causing rutting and adversely affecting water quality with increases of fine sediment. The water flows ¼ mile on the road bed and then infiltrates and/or evaporates and does little to sustain natural riparian habitat for species including the Panamint alligator lizard, a Forest Service sensitive species, except for along the trail margins where water has created new growth.

Weed species have increased along the trail with the unnatural watering regime as motorized vehicles can transport seed from weed species to the wetted margins of the trail. A single tamarisk (Salt Cedar,) was found 1/8 mile upstream of the spring next to the trail. Tamarisk is highly invasive and the one tree could spread new tamarisk plants in the area and potentially overcome desirable native riparian plant species.

1.4 Purpose and Need

The overall purpose of the project is to protect, enhance and restore riparian areas and improve water and soil quality, to meet objectives in the 1988 Forest Land and Resource Management Plan and 2004 Sierra Nevada Forest Plan Amendment. Ongoing erosion and impacts to water quality and riparian habitat in the riparian areas in Black Canyon are occurring with the existing road layout, and without intervention the streams and riparian areas will continue to degrade and will not likely return to desired conditions. During project development, an unauthorized trail was identified as a beneficial addition to the Forest designated trail system to enhance motorized recreation in the Black Canyon area.

There is a need to improve conditions of roads, wetlands, and aquatic and riparian habitat in Black Canyon to achieve and maintain desired resource conditions, while continuing to allow for a quality motorized vehicle experience. Improvements are needed to comply with the following direction from the Inyo National Forest Land and Resource Management Plan (LRMP), as amended by the Sierra Nevada Forest Plan Amendment (SNFPA) (2004):

- Design (stream crossings) to maintain the width to depth ratio of the stream (Source: LRMP, Watershed Management Direction, pg.96).

- Stabilize all areas disturbed by management activities to minimize soil erosion. (Source: LRMP Watershed Management Direction, pg. 95).
- Maintain and restore the hydrologic connectivity of streams, meadows, wetlands, and other special aquatic features by identifying roads and trails that intercept, divert, or disrupt natural surface and subsurface water flow paths. Implement corrective actions where necessary to restore connectivity. (Source: SNFPA standard and guideline 100, pg. 63).
- Preserve, restore, or enhance special aquatic features, such as ...wetlands, to provide the ecological conditions and processes needed to recover or enhance the viability of species that rely on these areas (Riparian Conservation Objective #5, SNFPA p. 33)

1.4.2 Project Objectives

The Forest has identified three project objectives that will serve as the criteria to compare how well the two alternatives meet the overall project purposes. The management direction that is the source for each objective is referenced as "Direction" below. For each objective, an indicator has been chosen to measure how well the alternatives meet the project objectives.

Objective 1: Protect water quality by improving stream bank conditions at trail stream crossings.

Direction: Design (stream crossings) to maintain the width to depth ratio of the stream (Source: Inyo National Forest Land and Resource Management Plan [LRMP], Watershed Management Direction, pg.96).

Indicator: Over-widened and eroding stream banks at stream crossings.

Measure: Area of over-widened stream banks (width to depth ratio exceeds natural conditions) at each project site.

Objective 2: Protect water quality by restoring and stabilizing eroding trail sections in riparian areas.

Direction: Stabilize all areas disturbed by management activities to minimize soil erosion. (Source: LRMP Watershed Management Direction, pg. 95).

Indicator: Trail sections that are susceptible to erosion, vegetation impacts and impacts to water quality.

Measure: Proportion of trail sections within wet, riparian areas with rutting, active soil erosion, and vegetation and water quality impacts (sedimentation).

Objective 3: Restore hydrologic connectivity in areas where the trail may be interrupting surface and subsurface water flow.

Direction: Maintain and restore the hydrologic connectivity of streams, meadows, wetlands, and other special aquatic features by identifying roads and trails that intercept, divert, or disrupt natural surface and subsurface water flow paths. Implement corrective actions where necessary to restore connectivity. (Source: Sierra Nevada Framework Plan

Amendment standard and guideline 100, pg. 63). Preserve, restore, or enhance special aquatic features, such as ...wetlands, to provide the ecological conditions and processes needed to recover or enhance the viability of species that rely on these areas (Riparian Conservation Objective #5, SNFPA p. 33)

Indicator: Trail conditions that divert stream flow, where trail treads are incised.

Measures: 1) Proportion of trails that intercept stream flow.
2) Area of riparian habitat and length of aquatic habitat affected by trail diversion of flow.
3) Number of instream head cuts associated with the trail.

1.4.3 Laws, Regulations, and Policies

The decision on this project will be made in accordance with a number of laws, regulations, and Forest Service policies including:

The Endangered Species Act of 1973, as amended contains provisions to prevent the extinction of any species that is in danger of extinction throughout all or a significant portion of its range. Section 7 of the Act outlines procedures for interagency cooperation to conserve federally listed species and designated critical habitats.

The Clean Water Act of 1972, as amended contains provisions to restore and maintain the chemical, physical, and biological integrity of the nation's waters, and to protect beneficial use.

Executive Orders 11988 and 11990 direct federal agencies to avoid to the extent possible the impacts associated with the destruction or modification of floodplains and wetlands. Agencies are directed to avoid construction and development in floodplains and wetlands whenever there are feasible alternatives.

The National Historic Preservation Act of 1966, as amended requires federal agencies to identify and consider historic properties in Federal and federally assisted actions.

The Inyo National Forest Land and Resource Management Plan (1988) contains watershed goals and management direction applicable to trail projects in on Forest lands.

The Sierra Nevada Forest Plan Amendment Record of Decision (2004) amended the Inyo LRMP. The Record of Decision established Riparian Conservation Objectives, a set of six objectives and their associated standards and guidelines that establish management direction for Riparian Conservation Areas (defined as areas near water bodies and wetlands). The Riparian Conservation Objectives were developed to protect water quality, aquatic and riparian habitats, and stream, floodplain and watershed condition.

The 2004 Record of Decision also contains direction regarding the involvement of American Indian Tribes, communities, and organizations in land management and for consideration of traditional cultural values, uses and access.

The Sierra Nevada Management Indicator Species Amendment Record of Decision (2007) requires the Forest to analyze the effects of proposed projects on management indicator species' habitat.

Forest Service Handbook Section 2309.18 provides guidelines for trail project planning.

1.5 Decision to be made

The deciding official will review the Proposed Action and No Action alternatives, and, given the purpose and need for the project and environmental effects, decide whether or not to implement the proposed management activities.

1.6 Public Involvement and Native American Consultation

The Black Canyon Riparian Restoration Project has been listed on the Forest's Schedule of Proposed Actions since October of 2011. A public scoping letter describing the Proposed Action was mailed to twenty-seven individuals or agencies on May 9, 2012. Ten comment letters were received before the end of the 30-day comment period. During the comment period, one comment letter was received by the California Regional Water Quality Control Board, which indicated a Section 401 Permit from the agency would be required because the project would include soil disturbing activities in waterways. One of the comments showed concern over losing motorized vehicle access to the section of trail 34E303 for recreational purposes such as hunting, and loss of an historic use. Other comments were not specific to the proposed action and were more focused on the current Forest-wide travel management process, with an emphasis on preventing trail closures. This feedback will be routed to the appropriate Forest staff for consideration, and was also considered in developing a modification of the proposed action. Other comments showed strong support for the proposed action and restoration of the riparian areas, with additional suggestions for modifying the draft proposed action in terms of location of closure points and the vehicle turnaround. This and another concern about the loss of motorized access and recreational experience in Black Canyon and were considered as part of the basis for a modification of the proposed action (see Chapter 1.7, modification of the proposed action). No other potential issues or effects on resources were identified by agencies or the public.

Native American Tribes that claim ancestral home lands within the project area were consulted pursuant to the American Indian Religious Freedom Act of 1978, Executive Order 13007 (1996), and under Section 101(d)(6)(B) of the National Historic Preservation Act of 1966 as amended. Official letters regarding the Black Canyon Riparian Restoration project were mailed to the following Federally recognized Paiute Tribes that claim ancestral lands within the project area:

- Big Pine Tribe of Owens Valley, Big Pine, Ca.
- Bishop Paiute Indian Tribal Council, Bishop, Ca.
- Fort Independence Community of Paiute Indians, Independence, Ca.
- Lone Pine Paiute-Shoshone Reservation, Lone Pine, Ca.

One letter from the Bishop Paiute Indian Tribal Council was received that voiced support of the proposed action. No issues or concerns have been brought forward by any of the four Tribes.

1.7 Modification of the Proposed Action

Based on input received from public scoping, a modification of the proposed action was undertaken and is part of the proposed action analyzed in this environmental assessment and described below. The

initial draft proposed action submitted for public scoping, identified the southern closure point of trail 34E303 at the junction of trails 34E303, 34E304 and 34E305. Considering comments received from public scoping, a decision was made by the Forest Service to re-locate the southern closure point of trail 34E303 to a point approximately ½ mile north where trail 34E303 has a three way junction with an unauthorized trail (trail U-S1732).

Originally, the rationale for the southern closing point(s) was to create a direct route for trail users to follow trail 34E304 to access the upper Black Canyon area and Black Canyon Springs, a popular destination site. With consideration of public scoping input, it was determined to move the southern closure point up-trail to a point where closure would be necessary to ensure restoration of the degraded riparian areas on trail 34E303 and would allow for less system trail closure (reduced from 1.3 miles of system trail to 0.72 miles). Additionally, by not closing this lower section it would preserve motorized access to an area favorable for dispersed camping in upper Black Canyon, which is needed as there are limited areas suitable for dispersed camping in the area. Also, considering concerns received during public scoping, trail U-S1732 was proposed for addition to the Forest designated motorized trail system to provide a connector trail from the southern closure point of trail 34E303, 0.23 miles west to trail 34E304. This provides an ability to expand access to other trails in the upper Black Canyon area and also a short loop opportunity.

1.8 Lahontan Regional Water Quality Control Board Requirement

The Water Quality Control Plan for the Lahontan Region (Basin Plan) contains policies that are used with other laws and regulations to protect water quality within the Lahontan Region. The Regional Water Quality Control Board indicated in their response to the scoping letter their agency would require a Section 401 water quality certification for this project, based on the compliance with the Clean Water Act of 1972. Part of this process entails obtaining a Clean Water Act section 404 wetlands permit through the Army Corps of Engineers, along with the State's 401 permit.

Chapter 2 Description of Alternatives

2.1 Introduction

Since no relevant environmental issues were raised by the public that would have been used to develop additional alternatives to the Proposed Action, only two alternatives will be compared in this environmental assessment: The No Action and the Proposed Action. The No Action Alternative allows the existing trail conditions in Black Canyon to continue. The Proposed Action was developed by an interdisciplinary team from 2011-2012. The team used a resource assessment approach to evaluate trail conditions in the project area. The Proposed Action is the Forest's recommended action for addressing existing resource impacts related to trail conditions.

2.2 Alternatives: No Action and Proposed Action

2.2.1 No Action

Under the No Action alternative, the trail would remain open in its current location and would not have restoration actions performed. The trail would also remain in its current condition, with deep ruts in the Upper Canyon channeling all flow, and continued diversion of the stream in the lower canyon. Road U-S1732 would not be added to the system, and would remain unauthorized for motor vehicle use.

2.2.2 Proposed Action

Six types of project activities are proposed for the Black Canyon Riparian Restoration project listed below:

Upper Project Area

Activity 1: Upper Black Canyon Riparian Area Restoration, Trail 34E303

Remove a 0.72 mile section of trail 34E303 from the Forest designated trail system and restore 0.53 miles of that section in riparian areas after closure (approximately 0.79 acres of riparian area). The closure section starts at the point where junction of trail U-7S132 and trail 34E303 and ends upstream at the junction of trail 34E307 and 34E303 (See figure 2).

Restoration activities include deep sub-soiling of the compacted soil and organic sod layer (up to 12-18 inches depth) on the portions of the existing trail bed with deep ruts, and re-grade trail bed to match existing contour and grade. The work will be accomplished by using motorized machinery (a medium-sized rubber wheeled backhoe or if not feasible, by the use of a smaller mini-backhoe/excavator type machine). Additional work would be done using hand tools after machine work to return surface hydrology to an overland flow wetland regime for plant recovery and to help stabilize soils. This would include re-arrangement of riparian sod and other vegetation. A width of 150 feet (75 feet from centerline of trail on each side) will be potentially affected by trail restoration work due to gathering of local natural resources of soil, wood and rock and other organic debris to be used for soil mulching (native mulch, duff, branches, etc.). Temporary diversion of stream flow off of trail sections with surface water may be required during implementation to prevent major increases in stream turbidity. Water would be diverted using a short length of pipe or small ditches. After all work is complete, water will be returned to natural flow paths.

Large boulders and signs will be placed at both closure points to discourage vehicle incursion into the restored riparian area.

Activity 2: Stream crossing armoring - Trail 34E307 at Trail 34E303 junction, Upper Black Canyon

Apply rock rip rap to the small perennial stream crossing on trail 34E304. Shape trail bed at stream entries, apply synthetic filter cloth underlayment and install rock rip rap borrowed from nearby sources. A width of 75 feet from center of trail on each side will be the area of effect for obtaining local resources. A water bar or earthen dip will be placed on the trail 25 feet west/uphill of the crossing to direct trail runoff before it reaches the stream. The treatment area is approximately 200 square feet.

Activity 3: *Provide a vehicle turn around location on Trail 34E303 above Black Canyon Springs*

Install a small OHV turnaround location 1/4 mile above the Black Canyon Springs historic site (cabin) to allow vehicles to turn around. The of turnaround would be approximately 25 x 15 feet (375 sq. ft.). A small amount of native shrubs (mostly sage and rabbit brush) will be removed to make the turnaround. Large boulders may be placed to define the turnaround perimeter. Signs will be placed at the turnaround point to advise vehicle users that the motorized trail ends ½ mile ahead (where motorized trail 34E303 ends at the Reed Flat hiking trailhead) The trail head does not have adequate area for an OHV turnaround due to the narrow canyon location.

Activity 4: Add the 0.23 mile unauthorized route U-7S132 to the Forest designated trail system. Stabilize the junction of trails 34E303 and U7s132 using rock rip rap, to protect wet soils. Rip rap would cover approximately 200 square feet. Work will be completed by hand crews with the assistance of a front end loader to gather and place rock.

Lower Project Area

Activity 5: *Remove stream flow from Trail 34E303 and return to natural channel*

The project would install culverts under the trail to carry spring water under trail rather than allowing it to be diverted down the trail. Mechanized equipment would be used to excavate the trail bed (34E303) for approximately 15-20 feet of trail length, 48 inches depth and 48 inches wide and install two 12 inch diameter Corrugated Metal Pipes (CMP's). The excavation would then be backfilled and re-graded. The pipes would carry the stream into the natural channel, re-wetting the channel that was dried out by the road's diversion. The project would also improve the channel below the culvert outlets by removing small amount of deposited sediment and debris (approximately 1-2 cubic yards) and complete minor channel repair, to allow the stream flow to access its natural channel. The excavated materials from the trail bed would be used for grading the trail. A rock rip-rap wall structure (4 x 8 feet) will be built at the culvert inlets to act as a retaining wall to prevent sediment from the trail from plugging the culvert. The culvert outlets will have a small area of rock rip rap armoring to prevent outlet scour. Excavation and grading work will be done by machinery (medium sized backhoe) and rock rip rap wall/armoring and minor grading work to be done by hand crews. Approximately ¼ mile of stream channel could be re-watered after culvert installation. Rock will be obtained from nearby sources within the trail's 150 foot buffer (75 feet from each side of trail centerline). Temporary diversion of stream flow may be required when culvert construction is occurring, which would entail installing a short ditch or pipe (10 feet) from the upstream side of the trail to below the work site.

Activity 6: *Install 3 earthen rolling dips at trail stream crossings below the spring and remove invasive Tamarisk*

At three locations within ¼ mile below the culverts location, the natural channel crosses Trail 34E303 in three locations. The proposal is to build a large rolling dip at each crossing using a backhoe. The dip would be constructed using existing trail bed materials to build a large swale and downstream rise (berm) in order to allow stream flow to cross the trail without the trail intercepting it. The dips are designed to allow safe vehicle passage while allowing stream flow to cross over the trail to the natural channel. The trail area of disturbance caused by dip construction is approximately 20 x 12 feet each, or 720 square feet total. The project would also remove a known mature Tamarisk plant along the side of

the trail, 1/8 mile above the spring culvert site and re-watered channel. The removal method is to cut the plant at the base of the main stalk and treat the stump with herbicide (Triclopyr) applied by a hand applicator (swab). If other tamarisk plants are discovered through monitoring in the nearby area, the same method of removal will be used. In the event a localized grouping of tamarisk seedlings are discovered, a hand operated sprayer may be utilized to treat the seedlings with herbicide.

2.2.3 Proposed Action Management Requirements/Project Design Features

The following management requirements and project design features were developed through the interdisciplinary team process to minimize adverse environmental effects, and would apply to the Proposed Action:

1. **Water Quality**. The project Hydrologist identified four measures from Water Quality Management for Forest System Lands in California - Best Management Practices (2000) that would be applied to the project (Shannon, 2012):
 - Erosion Control Plan (Practice 2-2): Forest watershed staff would develop an erosion control plan and provide oversight of implementation to minimize erosion and sedimentation.
 - Timing of Construction Activities (Practice 2-3): Project implementation would be scheduled after the season of peak snowmelt runoff and when site conditions are stable. The trail crew leader would also cease project construction work during rain events. Snow melt runoff is minimal most years in Black Canyon, so it is unlikely large peak flows will occur in the spring from snow melt other than from rain driven events.
 - Protection of Water Quality within Developed and Dispersed Recreation Areas (Practice 4-9). This BMP is a corollary of the Erosion Control Plan, and prohibits the placing of sediment in or near a stream. Forest watershed staff would develop this control, which would be implemented by the restoration crew leader when working adjacent to streams or wet areas.
 - Protection of Wetlands (Practice 7-3): Watershed staff would develop measures to minimize impacts to wetlands during restoration activities. Watershed staff would provide oversight during restoration treatment activity to minimize water quality impacts.
 - Herbicide application: The herbicide Triclopyr will be applied using methods approved in the Environmental Assessment for weed eradication and control on the Inyo National Forest (2007). BMPs include applying the herbicide with a hand applicator (swab).
2. **Resource Borrow Areas**. All resource borrow sites used as the source of rock, native wood, soil or gravel for project sites would be rehabilitated. Work crews would re-contour borrow sites to match natural topography, and duff and woody debris would be spread to promote re-vegetation if necessary (Shannon, 2012).
3. **Heritage**. Heritage protection measures: A survey of the area was completed. Known sites will be flagged for avoidance by restoration activities, including material collection. A Forest Archaeologist

or designated specialist will provide oversight during project implementation to ensure protection of Heritage Resources (Nicholas, 2012).

4. **Wildlife.** Panamint Alligator Lizard project design features (Murphy, 2012):

- To reduce disturbance and potential trampling effects to Panamint alligator lizards during critical life stages, project implementation would not begin until after June 30th in the Lower Project Area.
- To reduce potential trampling of Panamint alligator lizards while work is conducted at the spring site in the Lower Project Area work will cease before 6:00 p.m., reducing the likelihood lizards would be moving around in the project area.
- To reduce potential trampling of Panamint alligator lizards while the culvert is being placed at the spring site in the Lower Project Area, a monitor will survey the site before construction begins and will remain on-site in case a lizard is observed. If a lizard is observed it will be moved out of the area, and if it cannot be moved the monitor will determine, based on effects to the individual lizard, if work needs to cease or if it can continue.

5. **Botany:** A Forest Botanist will be on site during project implementation at the lower project area when Tamarisk tree eradication occurs and will conduct treatments. Before implementation of treatments within the upper riparian sections, the Botanist will supervise work crews to complete hand removal of weed species to minimize weed expansion post-project (Weis, 2012).

6. **Monitoring.** There would be post-project monitoring of treatment effectiveness by the project Hydrologist one year after the completion of the project.

2.3 Comparison of Alternatives

This section compares how well the No Action and the Proposed Action achieve project objectives. Table 1 on the page below displays the three project objectives. For each project objective, the Forest has selected an indicator of resource conditions and one or more measures for the indicator (Section 1.4.2). The projected measure for each indicator is displayed in the No Action and Proposed Action columns. The Proposed Action more effectively meets the four project objectives than the No Action Alternative.

Table 1 Comparison of Alternatives

The No Action's and Proposed Action's effectiveness at meeting project objectives

Project Objective	Indicator & Measure	No action	Proposed action
1: Protect water quality by improved structure and condition of stream banks at	Over-widened and eroding stream banks at stream crossings. <i>Measure: Area of over-widened stream banks (width to depth ratio)</i>	Currently about .20 acre at 4 crossings is affected by over-widened stream banks & diminished vegetation. Area of degradation would	Would reduce over-widened area from .20 acre to approximately .01 acres. Stream crossings would match more closely natural width to

Project Objective	Indicator & Measure	No action	Proposed action
trail stream crossings.	<i>exceeds natural conditions) at each project site.</i>	continue and enlarge. Water quality would continue to be impacted with sedimentation.	depth ratio; stabilized banks would promote re-vegetation. Flow would not be diverted onto trail.
2: Protect water quality by restoring and stabilizing eroding trail sections in riparian areas.	Trail sections that are susceptible to soil erosion, vegetation impacts and water quality impacts are occurring. <i>Measure: Proportion of trail sections within wet, riparian areas with active soil erosion, vegetation impacts and water quality impacts (sedimentation) and is incised.</i>	80% of the total length of system trail 34E303 in the upper and lower project areas within riparian areas would continue to be susceptible to motorized vehicle impacts and soil erosion, water quality will be continue to be affected by sedimentation.	Soil erosion would be reduced to normal background levels with the recovery of riparian vegetation and improved soil conditions after treatment. Water quality will be improved as soil erosion and sedimentation decreases and riparian health increases.
3: Restore hydrologic connectivity in areas where the trail is interrupting surface and subsurface water flow.	Trail conditions that disrupt hydrologic connectivity, trail treads are incised and actively eroding. <i>Measure 1. Proportion of trails that intercept stream flow.</i>	Downward trend in hydrologic connectivity along 0.63 miles of trail 34E303 length in project riparian areas, with the trail more likely to continue interruption of surface and subsurface water flows.	100% of total trail length in project area would be restored and will maintain hydrologic connectivity.
	<i>Measure 2: Area of riparian and stream length/aquatic habitat affected by trail diversion of flow.</i>	Existing condition of diminished riparian habitat will continue and likely worsen within 9.89 acres of riparian habitat in the upper project area and 0.34 acres in the lower project area. Degradation of ½ mile of aquatic/ stream habitat in the upper project area and total loss of ¼ mile in the lower project area.	Up to 10.23 acres of riparian habitat improvement with the implementation of restoration treatments. Major improvement of aquatic habitat value over ½ mile in upper project site and re-creation of ¼ mile of aquatic habitat at lower site.
	<i>Measure3: Number of trail-related head cuts in riparian areas within the project area.</i>	Four existing trail-related head cuts in project area remain untreated, with the potential to erode further.	Four existing head cuts in the project area will be stabilized as a result of restoration actions and gullies below head cuts will be eliminated.

Chapter 3 Environmental Consequences

3.1 Introduction

This chapter is organized by the effects to water quality and soils (section 3.2) for the No Action and Proposed Action Alternatives. The Forest Service has identified these three resources as the relevant resources for analysis based on the project need and project objectives. Relevant resources are the resources that may be affected by the implementation of either the No Action or Proposed Action. Effects to other resources and the ten significance factors are disclosed in section 3.3.

Terminology: The effects on resources are described in terms of the type (i.e. beneficial or adverse effect), context (the areal extent of effect), duration, and the intensity of effect. Beneficial effects would improve resource condition or water quality. Adverse effects are those that are unfavorable.

Intensity Terminology

- Negligible:** There would be no detectable effect on a resource or water quality.
- Minor:** Effects to a resource or water quality would be detectable; effects would be localized to the immediate area around project sites, and would not be detectable elsewhere in a watershed.
- Moderate:** Effects on a resource or water quality would be appreciable; effects would extend beyond the immediate area around project sites; and effects would occur in multiple areas within a watershed.
- Major:** Effects would substantially alter a resource or water quality; effects would be observed over a larger area (watershed scale).

Duration Terminology

- Temporary:** Effects would occur only during implementation activities at a project site, and would not persist for more than one day after construction is completed. The expected duration of implementation activities at the lower and upper project area stream crossings is up to ten days, and up to twenty days at each of the three riparian restoration areas in the project area.
- Short term:** Effects would occur during implementation and persist after construction is completed. After project completion, the resulting effects would persist over a time period from one month to one year.
- Medium term:** After project completion, the resulting effects would persist over a time period from one year to ten years.
- Long term:** After project completion, the resulting effects would persist for more than 10 years.

3.1.1 Existing Conditions

Overview

The basic alignment of the trails in the project area has been in place for many years. The primary trail into the project area is trail 34E303, which enters Black Canyon from the Owens Valley near Bishop, CA and follows the canyon bottom up to higher elevations of the watershed. Historically, this trail was one of the primary trails to access the upper elevations of the southern White Mountains and to mining sites in the area before construction of the current White Mountain Road (H. Crane, pers. communication, 2011). Several unauthorized trails have been created by motorized vehicles over the past several decades in the project area that are connected to trail 34E303, the trail that is targeted for closure and restoration activities in the proposed action. Many of the unauthorized trails in the project area were added to the Forest designated trail system with the 2009 Forest Motorized Travel Management decision. Additionally, several unauthorized trails are now closed as a result of the 2009 decision.

As trail 34E303 follows the canyon, the trail enters two primary riparian areas with surface water, one area upstream of the confluence with Marble Canyon and the other located at Black Canyon Springs in the upper canyon and downstream for approximately 1 mile. Motorized use effects of the trails have impacted the riparian areas and increased trail erosion, and intercepted stream flow onto the trails over the long term.

Analysis Process:

An interdisciplinary team (IDT) employed a resource assessment approach to evaluate trail and riparian conditions in the project area to evaluate potential project sites for inclusion in the Proposed Action between 2008 and 2011. The Proposed Action was developed to address the existing degraded resource conditions in the riparian areas.

Existing Water Quality and Soils Conditions:

1. Stream bank conditions at trail stream crossings:

Three trail stream crossings with perennial flow have over-widened stream banks, diminished riparian vegetation, and active soil erosion in the upper project area (Figure 2). One perennial stream crossing has a trail caused diversion of flow onto the trail that has abandoned a section of riparian stream channel (approximately 600 feet) and has resulted in the loss of riparian vegetation along the length of the channel in the lower project area (Figure 3). Water diverted onto the trail has caused trail erosion and sedimentation. The amount of channel widening at perennial stream crossings in the upper project area varies from 4-6 feet and up to 12 feet, and the average area affected by over-widened stream banks is 0.5 acre at each stream crossing. Because stream banks are continuing to widen at stream crossings, stream bank conditions are in a downward trend.

2. Hydrologic connectivity of meadows and streams:

Trail 34E303 in the upper project area was originally constructed within a wet riparian area below Black Canyon Springs. Stream flow that originates at the springs is intercepted by the trail and channels flow onto the trail for 0.53 of a mile. The majority of this trail section is within the natural flow path of the stream (lowest elevation of the drainage). Compacted soil on the trail and the formation of trail incision (gullies) over time has caused water to course further down the trail than during pre-trail conditions. The gullies act as a conveyance to divert water further downstream than normal and restricts natural infiltration patterns and channel function. This has caused an unnatural lowering of the water table in the riparian area along the trail and a reduction of the area of sub-irrigation and ground water storage that sustains riparian vegetation. As a result, riparian vegetation has diminished and is partially being replaced by upland plant species that prefer drier soils. Channel degradation and sedimentation is ongoing, affecting water quality. As motorized vehicle travel through the gullied wet sections of trail, soil compaction and soil erosion is exacerbated with resulting sedimentation affecting water quality.

In the lower project area, a perennial spring is located adjacent to the trail 34E303. The stream that once flowed across the trail and sustained an area of riparian vegetation downstream for approximately 600 feet is now diverted by the trail. As a result, riparian vegetation along the channel has died and channel conditions are degraded. Currently, stream flow is captured by the trail and flows down the trail away from the natural stream channel for 1000 feet and infiltrates into the trail. As motorized vehicles drive on the trail, water quality is impaired as a result of sedimentation.

3.1.2 Discussion of Cumulative Effects

Cumulative impact is the impact on the environment which results from the incremental impact of the action when added to other past, present, and reasonably foreseeable future actions regardless of what agency (Federal or non-Federal) or person undertakes such other actions. Cumulative impact can result from individually minor but collectively significant actions taking place over a period of time (Council on Environmental Quality regulation 1508.7).

In order to understand the contribution of past actions to the cumulative effects of the proposed action and alternatives, this analysis relies on current environmental conditions as a proxy for the impacts of past actions. This is because existing conditions reflect the aggregate impact of all prior human actions and natural events that have affected the environment and might contribute to cumulative effects.

This cumulative effects analysis does not attempt to quantify the effects of past human actions by adding up all prior actions on an action-by-action basis. There are several reasons for not taking this approach. First, a catalog and analysis of all past actions would be impractical to compile and unduly costly to obtain. Current conditions have been impacted by innumerable actions over the last century (and beyond), and trying to isolate the individual actions that continue to have residual impacts would

be nearly impossible. Second, providing the details of past actions on an individual basis would not be useful to predict the cumulative effects of the proposed action or alternatives. In fact, focusing on individual actions would be less accurate than looking at existing conditions, because there is limited information on the environmental impacts of individual past actions, and one cannot reasonably identify each and every action over the last century that has contributed to current conditions.

Additionally, focusing on the impacts of past human actions risks ignoring the important residual effects of past natural events, which may contribute to cumulative effects just as much as human actions. By looking at current conditions, we are sure to capture all the residual effects of past human actions and natural events, regardless of which particular action or event contributed those effects. Third, public scoping for this project did not identify any public interest or need for detailed information on individual past actions. Finally, the Council on Environmental Quality issued an interpretive memorandum on June 24, 2005 regarding analysis of past actions, which states, "agencies can conduct an adequate cumulative effects analysis by focusing on the current aggregate effects of past actions without delving into the historical details of individual past actions."

The cumulative effects analysis in this EA is also consistent with Forest Service National Environmental Policy Act (NEPA) Regulations (36 CFR 220.4(f)) (July 24, 2008), which state: "...With respect to past actions, during the scoping process and subsequent preparation of the analysis, the agency must determine what information regarding past actions is useful and relevant to the required analysis of cumulative effects...."

Cumulative Effects Analysis Area

The Cumulative Effects Analysis Area for water quality and soils would be same as the area of direct and indirect effects because any effects to water quality or soils from the proposed action would be negligible beyond this area. Because there are no other present or reasonably foreseeable actions that would affect the Cumulative Effects Area, the direct and indirect effects of the No Action and Proposed Action will describe the full increment of effects to water quality and soils.

3.2 Effects to Water Quality and Soils: No Action and Proposed Action

The effects to water quality and soils will be discussed through indicators and measures associated with the first three project objectives, as described in section 1.4.2.

The analysis boundary for direct and indirect effects to water quality includes:

- The average .05 acre area adjacent to trail stream crossings that is currently over-widened. The rationale for this boundary is that the over-widened area of stream crossing is the source of sediment to the streams.
- The reach of stream approximately 1,000 feet downstream from perennial stream crossings and restoration work areas within trail sections with stream diversion. The rationale for this boundary is that sediment entering a stream may cause turbidity downstream for a distance up to 1,000 feet.
- The meadows and wetlands through which the trail is aligned. The rationale for this boundary is that trails may cause localized impacts to a meadow's connectivity with the watershed, but these effects are not felt beyond the meadow or riparian area through which the trail is aligned.

3.2.1 Direct and Indirect Effects of No Action on Water Quality and Soils

There would be a moderate and adverse effect of long term duration in the project area to water quality and soils. Project area conditions would not meet the standards and guidelines for Riparian Conservation Areas as measured by the following three indicators:

1. Area of over-widened stream banks (width to depth ratio exceeds natural conditions):

There would continue to be a downward trend in conditions where the trail crosses a stream. The area affected by stream bank widening currently averages .05 acres at each of three stream crossings. Stream banks would continue to widen beyond natural conditions from the combination of motorized vehicle use and scouring stream flows. Impacts to vegetation in riparian areas adjacent to trail stream crossings would continue. Soils would continue to erode from trails and stream banks, and contribute excessive fine sediment to stream channels that degrades water quality.

2. Trail sections susceptible to erosion:

There would continue to be a downward trend in the condition of the trail tread along 0.53 miles of trail 34E303 in the upper project area and along 600 feet of trail in the lower project area. Soils would continue to erode from trail sections in riparian areas and on steeper grades or sections where trail incision is already occurring. Along trail sections that are incised, heavy rain or runoff events could further soil erosion and deepen existing gullies. 0.53 miles of trail in the upper project area would be susceptible to additional erosion and degradation.

3. Hydrologic connectivity of streams and meadows:

Measure 1: Proportion of trails that intercept stream flow:

The 0.53 mile section of trail 34E303 in the upper project area will continue to intercept stream flow and channel water into trail gullies, continuing ongoing soil erosion and sedimentation to water quality. Where the trail intercepts flow from a perennial spring in the lower project area the trail will continue to divert flow onto the trail and the dried stream channel and lost riparian area below the trail diversion will remain in a degraded state.

Measure 2: Length of riparian and aquatic habitat affected by trail diversion of flow.

Approximately 10 acres of riparian vegetation and functional wetlands will continue to be diminished in capacity as flow is channeled onto trail sections and gullies, which is a disruption of the connectivity of streams within riparian areas. There would continue to be degradation of ½ mile of aquatic stream habitat in the upper project area and total loss of ¼ mile in the lower project area.

Measure 3: Number of trail-related head cuts in riparian areas within the project area: Four existing trail-related head cuts in the project area remain untreated, with the potential to erode further and contribute sediment to streams. Trail gullies will likely worsen and migrate further upstream and further loss of hydrologic function in the wetlands could occur.

Trail U-75132 addition to system and vehicle turnaround on 34E303

If the addition of trail U-75132 to the Forest trail system is not implemented (no action), no change to existing condition will occur and the trail will remain unauthorized for vehicle use. Without the construction of a vehicle turn around area on trail 34E303 above Black Canyon Springs, vehicles will likely continue to the end of the motorized system trail and impacts to soil and vegetation are likely to occur, as there is no adequate area for vehicles to turn around without causing impacts due to the narrow location in the canyon. Vehicles may have to back out in reverse for a moderate distance that could potentially impact soil and vegetation as vehicles tend to have less control when backing.

3.2.2 Cumulative Effects of No Action on Water Quality and Soils

There would be no cumulative effects to water quality and soils because there are no other existing environmental conditions, ongoing projects, or reasonably foreseeable projects with effects to water quality and soils that would overlap in space and time and have the same type of effects as the No Action Alternative.

3.2.3 Direct and Indirect Effects of Proposed Action on Water Quality and Soils

During project implementation, there would be minor to moderate adverse effects of temporary duration at project sites to water quality and soils. After project implementation, there would be major beneficial effects to water quality, soils and hydrologic function over the long term.

1. Stream bank conditions at trail stream crossings:

This project requires work in stream channels, when the trail crew and a mechanized excavator will be conducting sub-soiling and re-grading work. These effects will be mitigated with the implementation of a stream flow bypass. Before the soil rehabilitation and rip rap work begins, stream flow will be diverted via a temporary cofferdam and intake to a portable pipe upstream that will circumvent flow from the work disturbance sites downstream to minimize sedimentation of surface water during restoration activities and soil disturbance. The diversions will vary in length from 30 feet up to 150 feet. By diverting flow around sites, water quality will be less impacted from sedimentation (Shannon, 2012). There are no aquatic species of concern in the stream that will be affected by activities. The original flow path will be abandoned for 1 to 3 day periods at a time.

Once soil restoration work is completed, surface water will be returned and spread over the restored area by crews. At this time, fine soils will create minor turbidity as water re-establishes on the surface for the first day and start to diminish thereafter over the short term as sites begin stabilization. Over the short term, riparian ground cover vegetation will increase, become more robust and take hold of loose soils and sediment effects will be reduced. An average of .05 acre of currently disturbed area of stream banks at each crossing within the restored riparian would be stabilized, with an estimated 85% decrease in the amount of sediment entering stream channels, and 0.4 acres stabilized at the trail crossing of 34E307. Over the long term, vegetation in riparian areas adjacent to trail stream crossings would recover and increase stream shade cover at crossings. After project implementation, stream banks would be stabilized at one perennial stream crossing (34E307), and two of the crossings in the restored

riparian area will no longer exist. The lower project stream banks will have increased vegetative stability as the trail crossing will no longer intercept flows, and flows will bypass the trail into the natural channel below where water will help stimulate riparian vegetation recovery on stream banks along a 600 foot reach of channel.

2. Trail sections susceptible to erosion:

With implementation of the proposed action, 0.53 miles of existing trails in the project area would no longer be susceptible to erosion. Gullies would be removed and compacted soils will be loosened and re-graded to match natural contour and shape. Vegetation will start to increase and add stability to soils and slow erosion. Water flows will not be channelized in ruts, reducing incision. Over the short term, sedimentation impacts to water quality will be reduced and return to normal background levels.

3. Hydrologic connectivity of streams and meadows:

Measure 1: Proportion of trails that intercept stream flow:

With implementation of the proposed action, 100 % of trails in the project area that currently intercept stream flow will no longer intercept flow as the trails will be restored and rehabilitated and measures taken to prevent future trail interception of flow.

Measure 2: Length of riparian and aquatic habitat affected by trail diversion of flow.

Approximately 10 acres of riparian vegetation and functional wetlands will be enhanced and restored as stream flow is removed from trail gullies and returned to an overland flow regime. This will slow water and increase infiltration into soils, which will fortify local water tables and subsequently enhance riparian vegetation.

There would be major improvement of aquatic habitat value over ½ mile in upper project site, where the road is closed and the stream is returned closer to its natural channel type. In the lower site, there would be re-creation of ¼ mile of aquatic habitat as the water is returned to its natural channel rather than running down the road. This would increase habitat for at least one Forest Service sensitive species, the Panamint alligator lizard.

Measure 3: Number of trail-related head cuts in riparian areas within the project area:

Four existing trail-related head cuts in project area will be fully stabilized and restored, and the potential to erode further upstream and contribute sediment to streams will be reduced or eliminated. Hydrologic function in the wetlands will be improved as a result. Head cuts will be treated in tandem with trail gully/riparian restoration treatments in the upper project area.

Trail U-75132 addition to system and vehicle turnaround on 34E303

With the addition of trail U-75132 to the Forest trail system, and the construction of a vehicle turnaround area on trail 34E303 above Black Canyon Springs, no impacts to soil or water quality will occur with implementation. No other resource concerns or issues were identified. Recreational opportunity would be enhanced in the upper Black Canyon area.

3.2.4 Cumulative Effects of the Proposed Action on Water Quality and Soils

There would be no cumulative effects because there are no other existing environmental conditions, ongoing projects, or reasonably foreseeable projects with effects to water quality and soils that would overlap in space and time with the direct and indirect effects of the Proposed Action.

3.3 Effects Relative to Significance Factors

1. Beneficial/adverse impacts.

The beneficial and adverse effects of the No Action and Proposed Action can be found in the following Sections of the Environmental Analysis: Section 3. 2 - Effects to Water Quality and Soils. Other resources that were identified as having minor or no effects are briefly discussed here.

Wildlife

There is no known habitat for any threatened or endangered wildlife species within the project area. The project area contains potential habitat for two Region 5 Forest Service sensitive species: Townsend's big-eared bat and Panamint alligator lizard. Although bat surveys have not completed in this area since 1994, for the purpose of this project it is assumed that Townsend big-eared bats still occupy this area. Bats in this area are utilizing rocky outcrops and available historic mining areas for roosting and hibernating sites. The current road condition is not affecting the bats.

The No Action Alternative would have no effect to Townsend's big-eared bats. There would be no change relative to current conditions.

The proposed action may impact individuals when heavy equipment is used in the area, due to noise and vibration, but is not likely to lead toward federal listing or a loss of viability for Townsend's big-eared bats. The effects will be temporary and limited to some disorientation of individuals, with no effects to roosting or hibernation sites.

Panamint alligator lizards have been found within the analysis area, at the spring site in the Lower Canyon project area. Although there is little population data about the Panamint alligator lizard, for this analysis it is assumed the lizards occur within the analysis area, specifically around spring locations. The Lower Canyon site offers some suitable riparian habitat with the presence of some small cottonwoods, willows, and riparian grasses and forbs. The riparian habitat is currently restricted to just the spring location, as the water has begun to flow down the roadbed and has moved out of the natural creek channel. This has led to a decrease in riparian vegetation along the natural creek channel and a reduction in suitable lizard habitat. It has also led to an increase of small riparian vegetation (both native and invasive plant species) along the roadway. Because riparian vegetation is present along the roadway, this increases the potential for Panamint alligator lizards to use the roadway and therefore increases the risk of mortality from passing vehicles. Furthermore, the riparian vegetation present along the roadway does not provide for the suitable shade and hunting areas Panamint alligator lizards use, such as willows and cottonwoods.

Under the No Action alternative, the Panamint alligator lizard would continue to have reduced habitat, as described under the 'existing conditions' section of this document. There has been a decrease in riparian vegetation along the natural creek channel and a reduction in suitable lizard habitat over time. There has also been an increase of small riparian vegetation (both native and invasive plant species) along the roadway. This will continue to increase mortality from passing vehicles. There will continue to be reduced habitat value as the natural stream channel remains dry.

The proposed action would result in the water being returned to the original creek channel, increasing the water flow where riparian vegetation was established. Increased water flow would result in a return of this riparian vegetation (willows) and would therefore provide for suitable Panamint alligator lizard habitat. Currently suitable Panamint alligator lizard is limited to the riparian vegetation found at the spring location (wild rose, two cottonwood trees, and willow). Once the project is completed there is potential for habitat to be restored along the original creek channel, increasing overall habitat. Furthermore, invasive species, such as salt cedar and sweet clover, would be removed from the site, reducing the potential for these species to move into the area and suppress native vegetation growth.

The proposed action may impact individuals, but is not likely to lead toward federal listing or a loss of viability for Panamint alligator lizard. The proposed project would have long-term beneficial impacts to this species as suitable hunting habitat (riparian vegetation) would be increased along the original creek channel and invasive species (salt cedar) would be removed, improving lizard habitat.

Impacts to individuals would be reduced because: 1) a seasonal and time-of-day limiting operating period will be implemented, reducing the likelihood vehicles would be present when lizards are most active or during their breeding season, 2) a monitor will be present during restoration activities located at the spring site, reducing the impacts of trampling Panamint alligator lizards, and 3) cumulatively the proposed project would not lead to an overall loss of the population in Black Canyon.

The Terrestrial and Aquatic Wildlife Biological Evaluation/Assessment (Murphy and Sims, 2012) includes detailed analysis of wildlife resources and is incorporated by reference.

Vegetation

Habitat within and adjacent to the proposed project area was analyzed for suitability for all threatened, endangered, proposed, and sensitive (TEPS) plant species potentially occurring on the Inyo National Forest. There is no potential habitat for any threatened, endangered, or proposed plant species within or adjacent to the project, nor have any populations of federally listed or proposed plants species been reported from the area.

After reviewing all available information and conducting field surveys, it was determined that no sensitive species occur in the vicinity of the project sites. There is potential habitat for July gold (*Dedeckera eurekaensis*), which is on the 2006 Inyo National Forest sensitive species list, but no plants were found in the surveys. July gold occurs in mixed desert scrub habitats, frequently on steep scree slopes on calcareous substrate and less commonly in adjacent washes, at 1220-2200 meters.

It is the determination of the project botanist (Weis 2012a) that the proposed road rehabilitation work in Black Canyon will have no effect on July gold (*Dedeckera eurekaensis*) populations. Because the habitat

for July gold is predominantly steep slopes and no plants were found in the canyon bottoms, no effect to this habitat is expected. Vehicle traffic will use a connected road to access the area, but no July gold is known from the slopes above that road, so no indirect effects are anticipated.

There are weeds throughout the project area, particularly in high vulnerability wet areas. The one high priority, highly invasive weed in the area is tamarisk, of which one large plant was found. More detailed information is included in the weed risk assessment (Weis, 2012b).

Under the No Action alternative, weeds would remain in the area, including one high priority species, tamarisk. While the lower priority species would likely remain at their current extent, there is a high risk for spread of tamarisk under the No Action alternative.

Under the Proposed Action alternative, the weed mitigations should prevent spread of tamarisk in the area, although some of the annual, lower priority weeds along the road may spread somewhat. The design criteria requiring that crews pull flowering seed heads as time allows should help reduce weed spread.

Heritage Resources

The project area was surveyed for heritage resources and it was determined that there are some sites within the area of potential effects. These sites will be flagged and avoided and any new sites discovered during the course of the project would also be flagged and avoided. Therefore, there will be no effects to any heritage resources (Nichols 2012).

2. The degree to which the proposed action affects public health or safety.

The purpose of the project is to protect and improve watershed conditions. One element of the Proposed Action, the installation of trail stabilizing structures or rolling dips (lower project area), would primarily be undertaken to protect water quality. Stabilizing structures on currently degraded sections of trail tread would make some sections of the trail safer to travel over because the irregular surface of the degraded sections would be more stable.

There are no other foreseeable projects in the project area that would affect public safety, so there would be no cumulative effects to public safety.

3. Unique characteristics of the geographic area such as proximity to historic or cultural resources, parklands, prime farmlands, wetlands, wild and scenic rivers, or ecologically critical areas.

Historic or cultural resources: Cultural Resources Report No. 2011-05-04-01664 has been prepared by the Forest Archeologist. The Report's Finding of Effect concluded there would be no direct, indirect, or cumulative effects on historic or cultural resources. With implementation of the standard protection measures and completion of this report, mandatory historic preservation requirements for this undertaking have been met according to the Programmatic Agreement among The U.S.D.A Forest Service, Pacific Southwest Region, California State Historic Preservation Officer, and Advisory Council on Historic Preservation regarding the identification, evaluation and treatment of historic properties managed by the National Forests of the Sierra Nevada, California.

Parklands: There are no parklands in the project area therefore there would be no direct, indirect, or cumulative effects on parklands.

Prime farmlands: There are no prime farmlands in the project area therefore there would be no direct, indirect, or cumulative effects on prime farmlands.

Wetlands and Floodplains: During project implementation activities to treat and restore degraded riparian areas affected by trail 34E303, the Proposed Action would have moderate adverse effects of temporary duration to a wet meadow (upper project area). Project activities would likely create localized turbidity in the stream through the wet meadow during sub-soiling (soil de-compaction and aeration) activities. After project completion, the Proposed Action would have moderate beneficial effects in the short term and major beneficial effects of long term duration in the project area.

The Proposed Action is in compliance with **Executive Orders 11988 and 11990** because the project would not destroy or modify floodplains and wetlands, and the end result would be to enhance and protect floodplains and wetlands. Eroded trail features would be rehabilitated and existing head cuts would be treated to protect the hydrologic connectivity of streams and meadows in the project area. The Forest would implement three Best Management Practices described in Section 2.2.3 to protect wetlands during project implementation. Practice 7-3, Protection of Wetlands, would minimize effects during restoration treatments of the degraded 0.53 miles section of trail 34E303.

The No Action Alternative would not include any activities in floodplains or wetlands.

Wild and Scenic Rivers: There are no Wild and Scenic Rivers in the project area therefore there would be no direct, indirect, or cumulative effects on Wild and Scenic Rivers.

Wilderness: There are no designated Wilderness areas in the project area therefore there would no direct, indirect or cumulative effects on Wilderness.

Ecologically critical areas: There are no ecologically critical areas identified by the Forest Service in the project area, therefore there would be no direct, indirect, or cumulative effects on ecologically critical areas.

4. The degree to which the effects on the human environment are likely to be highly controversial.

No issues or controversy about the Proposed Action were brought forward by the public during scoping or by Native American Tribes in response to official letters sent to tribal governments. The closure of the 0.72 mile section of trail 34E303 removes motorized access for a section of upper Black Canyon for motorized recreational uses. Through public scoping of the proposed action, comments were received expressing concern about losing motorized access for recreational purposes within the proposed closure of 0.72 section of trail 34E303. With the recent addition of trails to the Forest designated route system, several new opportunities were created for motorized recreation and access in the upper Black Canyon area currently available that would offset the loss of the 0.72 mile closure section.

5. The degree to which the possible effects on the human environment are highly uncertain or involve unique or unknown risks.

The Inyo National Forest has completed four similar trail projects in terms of restoration on the White Mountain Ranger District with similar resource conditions in the past ten years. All four projects met the projected improvements to resource conditions, and none had any unanticipated effects to elements of the human environment.

6. The degree to which the action may establish a precedent for future actions with significant effects or represent a decision in principle about a future consideration.

The Inyo National Forest is disclosing in this Environmental Assessment the complete set of proposed trail management actions for the project area. The Proposed Action includes all trail-related activities that the Forest can foresee in the Black Canyon watershed. The environmental analysis concludes there would be no significant effects resulting from the complete list of identified trail actions in the project area. This is a site-specific project that does not set precedence for future decisions with significant effects or present a decision in principle about future considerations. If the need for additional trail actions in the Black Canyon watershed is identified in the future, a separate site-specific environmental analysis would be completed prior to proceeding with those actions.

7. Whether the action is related to other actions with individually insignificant but cumulatively significant impacts.

The discussion of cumulative effects in Section 3.1.2 indicates the Proposed Action does not overlap in time and space with other Forest Actions that would have similar effects in the project area. Therefore there would not be any cumulatively significant impacts.

8. The degree to which the action may adversely affect districts, sites, highways, structures, or objects listed in or eligible for listing in the national Register of Historic Places, or may cause loss or destruction of significant scientific, cultural, or historic resources.

The Forest Archeologist prepared a Cultural Resources Report, dated July 20, 2012 and incorporated by reference, pursuant to the Programmatic Agreement among the U.S.D.A Forest Service, Pacific Southwest Region, California State Historic Preservation Officer, and Advisory Council on Historic Preservation regarding the identification, evaluation and treatment of historic properties managed by the national forests of the Sierra Nevada, California. The Forest Archeologist found there would be no adverse effects to districts, sites, highways, structures, or objectives listed in or eligible for listing in the National Register of Historic Places from the Proposed Action.

9. The degree to which to action may adversely affect an endangered or threatened species or its habitat that has been determined to be critical under the Endangered Species Act of 1973.

The Forest Service has complied with the Endangered Species Act requirements by completing: 1) a Biological Evaluation for Threatened, Endangered, Proposed, and Sensitive Plants for the project; 2) a Terrestrial and Aquatic Wildlife Biological Evaluation/Assessment.

The Biological Evaluation for Threatened, Endangered, Proposed, and Sensitive Plants, dated January 25, 2012 and incorporated by reference, has been prepared by the Forest Botanist. The evaluation concluded there is no potential habitat for any threatened, endangered, or proposed plant species within or adjacent to the proposed project area. The proposed project area may provide potential habitat for sensitive *Dedeckera eurekaensis* species (July Gold). The Botanist's determination is that due to the lack of any sensitive *Dedeckera eurekaensis* species in the project area, there would be no impact to these species.

The Biological Evaluation/Assessment for Terrestrial and Aquatic Wildlife, dated October 2, 2012 and incorporated by reference, has been prepared by the Forest Wildlife and Forest Fisheries Biologists. Through their evaluation, they made the determination that the Proposed Action may impact individuals, but would not lead toward federal listing or loss of viability for the two following species: Panamint alligator lizard and Townsend's big-eared bat. There would be no effect to Threatened, Endangered, Proposed, and Sensitive aquatic species because there is no habitat for Threatened, Endangered, Proposed, and Sensitive aquatic species in the project area.

10. Whether the action threatens a violation of Federal, State, or local law or other requirements imposed for the protection of the environment.

Clean Water Act: The Proposed Action is consistent with the Clean Water Act through the inclusion of Best Management Practices in the project design. The Forest Service has developed Best Management Practice guidelines to prevent water degradation on National Forest lands as part of the Management Agency Agreement between the Forest Service and the State Water Resources Control Board. The Forest has included four Best Management Practices in the Proposed Action Section 2.2.3 to protect water quality. The Forest Service will also obtain a Section 401 water quality certification from the California Regional Water Quality Control Board for potential streambed alteration and/or discharge of fill material to surface water associated with the Proposed Action.

National Forest Management Act: The Proposed Action is consistent with the National Forest Management Act, because neither alternative would threaten the viability of any sensitive species (Murphy and Sims 2012 and Weis 2012).

Sierra Nevada Management Indicator Species Amendment Record of Decision (2007): A Management Indicator Species Report, dated October 1, 2012 and incorporated by reference, has been prepared by Forest Wildlife and Fisheries Biologists (Murphy, Ettema, and Sims 2012). The effects of the Proposed Action on the habitat of two management indicator species were evaluated:

Riverine habitat: There would be temporary adverse effects to riverine habitat from increased sedimentation in streams at project sites during the Proposed Action's implementation. There would be, however, long term benefits to riverine habitat in the project area by reducing trail-related sediment in streams and increasing water surface shade. The Proposed Project would not alter existing trends in habitat or macro invertebrates across the Sierra Nevada bioregion.

Inyo National Forest Land and Resource Management Plan (1988) (LRMP): The Proposed Project is consistent with the watershed goals established in the LRMP: project activities would be conducted to

maintain or improve soil productivity, to maintain favorable conditions of water flow, maintain water quality and to comply with state and federal water quality goals.

Sierra Nevada Forest Plan Amendment Record of Decision (2004): The Hydrology and Soils Specialist Report, dated September 2012 and incorporated by reference, indicate the Proposed Project is consistent with the Riparian Conservation Objectives, standards and guidelines applicable to this project.

Tribal Consultation

The Forest has complied with the 2004 Record of Decision direction regarding the involvement of American Indian Tribes by soliciting the Tribes' opinions and concerns related to the Proposed Action.

Chapter 4 List of Persons Consulted

4.1 Environmental Assessment Preparers

Nicholas Ettema, Fisheries and Aquatic Biologist

Susan Joyce, NEPA Coordinator & Forest Planner

Leeann Murphy, Wildlife Biologist

Colleen Nicholas, South Zone Archeologist

Casey Shannon, Hydrologist and Project Leader

Lisa Sims, Fisheries and Aquatic Biologist

Keith Waterfall, Wilderness and Front Country Recreation Manager

Sue Weis, Botanist

Marty Hornick, Forest Trails Coordinator

4.2 References cited

Murphy, Sims. 2012. Terrestrial and Aquatic Wildlife Biological Evaluation/Assessment, Black Canyon Restoration Project, October 2, 2012. USDA, US Forest Service, Inyo National Forest

Murphy, Ettema, Sims. 2012. Management Indicator Species Report, Black Canyon Riparian Restoration Project, October 1, 2012. USDA, US Forest Service, Inyo National Forest

Nicholas. 2012. Cultural Resources Report, Black Canyon Riparian Restoration Project, July 20, 2012. USDA, US Forest Service, Inyo National Forest.

Shannon, C. 2012. Hydrology and Soils Specialist Report, Black Canyon Riparian Restoration Project, September 2012. USDA Forest Service, Inyo National Forest

USDA Forest Service, 1988. Inyo National Forest Land and Resource Management Plan.

USDA Forest Service, 2004. Record of Decision, Sierra Nevada Framework Plan Amendment, Final Environmental Impact Statement.

Weis, S. 2012a. Biological Evaluation for Threatened, Endangered, Proposed, and Sensitive Plants, Black Canyon Road Rehabilitation Project, January 25, 2012. USDA, US Forest Service

Weis, S. 2012b. USDA Forest Service, Noxious Weed Risk Assessment, January 25, 2012

Novak, J. 2012. USDA Forest Service. Hilton Lakes and Hilton Creek Trail Project – Environmental Assessment

Chapter 5 – Appendix A

Appendix A: Description of Restoration and Stabilization Prescriptions

Head cut stabilization prescription/Restoration of degraded riparian and stream trail sections prescription (upper project area)

Existing head cuts within the upper project area will be treated during the process of sub-soiling (de-compaction of soils and aeration) compacted soils and trail gullies on trail 34E303. A mechanized excavator will be used to break up compacted soils to a depth of up to 24 inches and then grade loosened soils to match existing grade. Hand crews will assist sub-soil work with hand tools and re-plant any available riparian vegetation uprooted by the sub-soil work. This process will effectively treat the active head cuts and cease further head cut migration and subsequent gully formation. This method will be the primary treatment method to restore the degraded trail sections and promote soil stability and increase riparian vegetation growth. Local organic duff materials (dead plant materials, wood branches, pine needles, etc.) will be spread over newly compacted areas. This will protect soil from rain drop impact and provide shading, soil moisture retention, organic matter and erosion protection for newly exposed soils until natural vegetative ground cover returns. Logs or rock may be used in areas to help spread and slow stream flow to reduce the potential for new gully formation. All treatment work will be done within the existing trail prism only.

Perennial stream crossing prescription (trail 34E307, upper project area)

Rebuild trail entries to stream to match as nearly as practical the reference stream bank's width and slope. Stabilize over-widened stream banks with rock with an underlayment of geo-textile or coco-fiber cloth, and restore stream channel width to match conditions of the stream channel unaffected by the trail (upstream or downstream). Rock sources would be within 75 feet on either side of trail.

Reverse interception of stream flow by trail to natural channel (lower project area)

Install two twelve inch diameter corrugated metal pipes (CMP's) to direct stream flow subsurface under the trail (34E303) and into the stream channel on the opposite side of trail. Trenching will be done first by mechanized back hoe to desired depth, width and slope. CMP's would then be placed and the trench backfilled by excavated trail materials, then re-graded to match existing slope. The inlet and outlet of CMP's on both sides of trail will have rock retaining walls built around the openings to deflect and minimize sediment entry from the trail to reduce the potential for plugging. Rock will be borrowed from nearby sources. Geo-textile filter cloth will be used as an underlayment for the rock retaining walls. The outlet of the CMP's will be cleared of sediment deposits and armored with rock to reduce the potential for scour and to allow flow to access the natural stream channel. All excavation work will be assisted by hand crews and hand tools.

Stabilize three intermittent stream crossings on trail below spring (lower project area)

Three stream crossings of trail 34E303 below the CMP installations will be graded to form a "rolling dip" or depression (swale). The rolling dip will be constructed using native soil from the trail tread, which will be excavated to shape a trail, then filled to form a berm, which will channel water over the road, preventing the road from diverting stream flow. Large rock may be used subsurface on the rolling dip to provide structure to resist motorized vehicle impact. The swale will be angled (20-30 degrees) down slope to ensure continued sediment to transport over the trail. The swales and bars will be designed to allow safe passage by motorized vehicles.

Weed control and eradication prescription

Remove a known mature Tamarisk plant (invasive plant) along the side of the trail 34E303 1/8 mile above the spring culvert site and re-watered channel in the lower project area. Removal method is to cut the plant at the base of the main stalk and treat the stump with herbicide (Triclopyr) applied by a hand applicator (swab). If other tamarisk plants are discovered through monitoring in the nearby area, the same method of removal will be used. In the event a localized grouping of tamarisk seedlings are discovered, a hand operated sprayer may be utilized to treat the seedlings with herbicide.

In the upper project area before sub soil work begins, hand crews will pull known weeds in the proposed work area to reduce the potential for weed proliferation after sub-soil work is completed. Weed management and monitoring will be followed up in the following year after implementation.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

16

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: December 4, 2012

SUBJECT: Inyo National Forest Plan Update/Revision

RECOMMENDATION: (1) Receive a presentation from staff about coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input, (2) authorize the Chair to sign correspondence regarding the Science Synthesis, (3) review the draft Collaboration and Communication Plan for the Update effort, and (4) authorize the Chair to sign correspondence to the Forest Service regarding the draft Collaboration and Communication Plan.

SUMMARY DISCUSSION: The Inyo National Forest is working on updating the Inyo National Forest Plan.¹ Staff is working with Forest Service staff in developing the Plan, and will report on recent activities. Input from the Board is requested to guide staff in future coordination efforts with Forest Service staff.

Coordination

Staff has met with the Forest Service staff on several occasions since the last update. In particular, staff has been working with the Forest Service to develop an agreement regarding the mechanics of coordination. Although a determination of whether or not enter into a Memorandum of Understanding/Agreement or a Cooperating Agency Agreement (or some mix thereof) has been deferred, an issue has arisen regarding terms utilized in Cooperating Agency Agreements (CAA), and staff seeks the Board's direction.

In CAAs, the cooperating agency's role is defined by its "area of expertise." Forest Service staff has encouraged County staff to define the County's area of expertise in the Update effort. Staff has mixed reactions to this effort: on one hand, the County's area of expertise (i.e., the General Plan, County Code, and the County's public service/infrastructure responsibilities) is sufficiently broad that it seems that the County's interests should be covered by the agreement. Forest Service staff also seems agreeable to a mechanism to add other unknown issues in the future should they arise. On the other hand, limiting the County's area of expertise at this time could limit the County's input prematurely.

On another note, staff is working to arrange a meeting with the Regional Forest Service team that has been assembled to guide the Update effort. Staff is considering meeting with the team during the next Sierra Cascades Dialogue on January 24 and 25, or other possible dates in the new year, and seeks to the Board's direction regarding including Supervisors in the meeting.

Science Synthesis

The Forest Service is working on a Science Synthesis to provide background data regarding Sierra-wide issues, which is being prepared by the Pacific Southwest Research Station, and is intended to be discussed

¹ Refer to <http://inyoplanning.org/InyoNationalForest.htm> for more information about the County's participation in the Plan Update/Revision.

at the Sierra Cascades Dialogue in January. Staff understands that national Forest Service staff may have encouraged Supervisors and the County Administrator to participate. Staff has been working with the local and regional Forest Service staff to take part in the peer review of the Science Synthesis. However, this effort has been unsuccessful as the Forest Service staff now indicates that the peer review is intended for academics who have recently published in scholarly journals regarding specific topics in the Sierra Nevada. County staff does not have access to such specialists, nor does it appear that they could be recruited in time to provide input. Staff continues to work with the Forest Service staff to participate in reviewing the Science Synthesis before it is released, but it is not apparent at this time that this effort will be successful. Staff has drafted correspondence expressing the County's disappointment regarding this aspect of the Update process (attached).

Draft Collaboration and Communication Plan

With the assistance of its consultant, the Center for Collaborative Policy, the Forest Service has developed a draft Collaboration and Communication (C&C) Plan for the Update effort (attached). General principles guiding the plan include maintaining clarity, meeting schedules/deadlines, defining the Regional office role, notification and involvement, tailored outreach, minimizing time commitments, and respecting social capital. Public outreach is divided into two tiers. The first tier focuses on public outreach during all phases of the effort, and includes maintaining a website; email announcements; media relations; outreach materials; tribal, federal, State, county, and municipal government notifications/briefings; and permittee notification. The second tier is for more focused outreach activities, such as brochures, social media, regional status updates, and video briefings; forums with scientists, agency partners, local government, and tribes; youth summits; Hispanic community workshops; open houses; visitor comment forms; collaborative issues forums; town halls; and volunteers.

Staff believes that the draft C&C Plan is generally adequate, but fails to include specific references to coordination. Draft correspondence regarding this and related issues is attached.

OTHER AGENCY INVOLVEMENT: Department of Agriculture, U.S. Forest Service; Mono, Fresno, Madera, and Tuolumne counties; other interested persons and organizations.

FINANCING: General fund resources are utilized to monitor planning work in the Forest. Resources for Willdan's assistance with the effort are funded by operating transfer from the Geothermal Royalties fund.

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 11-28-12

Attachments

1. Draft Correspondence regarding the Science Synthesis
2. Draft Correspondence regarding the Draft Collaboration and Communication Plan
3. Draft Collaboration and Communication Plan

December 4, 2012

Randy Moore, Pacific Southwest Regional Forester
United States Forest Service, Region 5
1323 Club Drive
Vallejo, CA 94592

Re: Inyo National Forest Plan Update/Revision – Science Synthesis

Mr. Moore:

On behalf of the Inyo County Board of Supervisors, I am writing to you to express our dismay that we have been excluded in an early and important stage of the update effort underway for the Inyo National Forest Plan Update. As you may be aware, we participated extensively in the recently adopted Forest Planning Rule. During this work, we were encouraged to participate early and often in development of the Inyo National Forest Plan Update, and particularly in the Science Synthesis being prepared for the Sierra Nevada.

Our staff expressed our interest to your staff to provide input into the Science Synthesis several months ago, and to date we have been rebuffed. We strongly believe that our input into the important work being undertaken for the Science Synthesis can add value to the document, and we can be flexible and provide our input in a way that respects its scientific emphasis. We understand that the Science Synthesis will be released to the public early next year, and we are concerned that scheduling constraints will preclude our timely input prior to finalizing the document.

I hope that the Forest Service will reconsider its decision to exclude us from participating in review of the Science Synthesis and work with our staff to provide meaningful opportunity to provide input prior to finalizing the document. In the meanwhile, our staff will continue to work with your staff to investigate appropriate means to incorporate our feedback. Please contact the County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or kcarunchio@inyocounty.us, at your earliest convenience to discuss this issue further. Thank you.

Sincerely,

Marty Fortney, Chair
Inyo County Board of Supervisors

cc: Board of Supervisors
Kevin Carunchio, CAO
Randy Keller, County Counsel
Joshua Hart, Planning Director
Doug Wilson, Willdan
Secretary Vilsak, USDA
Chief Tidwell, USFS
Joes Stringer, USFS
Ron Pew, USFS
Rick Bottoms, USFS
Ed Armenta, INF
Susan Joyce, INF
Regional Council of Rural Counties
California State Association of Counties
Sustainable Forest Action Coalition

December 4, 2012

Inyo National Forest
Attn.: Ed Armenta
351 Pacu Lane, Suite 200
Bishop, CA 93514

Re: Inyo National Forest Plan Update/Revision – Draft Collaboration and Communication Plan

Mr. Armenta:

On behalf of the Inyo County Board of Supervisors, thank you for including us in the update effort for the Inyo National Forest Plan. We are pleased to provide input regarding the draft Collaboration and Communication (C&C) Plan that has been prepared to guide the planning process.

We are generally supportive of the draft C&C Plan, but we note that the document avoids using the term coordination. As you are aware, we strongly believe that coordination between the County and Forest Service is necessary for a successful planning process. We believe that coordination with the County in particular is an important component of the recently adopted National Forest Planning Rule, and should be referenced comprehensively throughout the C&C Plan. While in general we believe that the C&C Plan incorporates important components of coordination, it seems to purposely work to avoid the concept of working together to solve issues proactively, and instead focuses on information exchange.

According to the Inyo County General Plan Government Element, coordination is defined as

A planning process by which the County and another public agency seek to harmonize the proposed public agency's action with County land use plans, especially the County's General Plan, with the goal of identifying conflicts between the County's and the public agency's land use plans and developing alternatives that are consistent with plans of both the County and the other public agency. The County has sole jurisdiction to interpret consistency and/or inconsistency between the other public agency's plans and the County's General Plan or other County plans. Representatives of the County and the other public agency meet to obtain and exchange information and to obtain consistency between the land use plans of the County and the other public agency to the extent practical.

We strongly believe that these concepts and the direction provided in the Planning Rule regarding coordination should be incorporated into the C&C Plan.

Thank you. If you have any questions, please contact the County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or kcarunchio@inyocounty.us.

Sincerely,

Marty Fortney, Chair
Inyo County Board of Supervisors

cc: Board of Supervisors
Kevin Carunchio, CAO
Randy Keller, County Counsel
Joshua Hart, Planning Director
Doug Wilson, Willdan
Randy Moore, INF
Susan Joyce, INF
Laura Kaplan, CCP

Attachment 2

Inyo National Forest Plan Revision

Collaboration & Communication Plan

Version 11/15/2012

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Introduction

Each National Forest and Grassland in the United States is governed by a Land Management Plan (Forest Plan) in accordance with the National Forest Management Act (NFMA). Forest Plans set desired conditions, standards, and guidelines for management, protection, and use of the Forest. Monitoring conditions ensures projects are done in accordance with Forest Plan direction and determines effects that might require a change in the Forest Plan.

The Inyo's current Forest Plan was signed in 1988. Since that time much has changed regarding resource management of the National Forests. For example there are new scientific studies, social changes, and analysis available to guide this management.

In 2012, the US Forest Service released a new planning rule. Eight National Forests were selected to be the first to implement the new rule and revise their Forest Plans. In February 2012, the Inyo National Forest was selected as one of three "Early Adopter" forests in California for a number of reasons including a "need for change" in existing Forest Plan direction, and engagement in recent and successful collaborative efforts. Plan Revision for the Inyo National Forest will incorporate changed conditions, the best available science, and new public issues.

A Forest Plan is a collaboratively developed and is a science-based framework for integrated resource management and for guiding project and activity decision-making. It does not authorize projects or activities or commit the Forest Service to take action, or, regulate uses by the public. In other words, no site-specific decisions are expected to be made in a Forest Plan. A Forest Plan should not repeat laws, regulations or program management policies, practices, and procedures that are in the Forest Service Directive System.

Forest plans include the following components:

- **Desired conditions:** A description of specific social, economic, and/or ecological characteristics of the plan area, or a portion of the plan area, that are described in terms specific enough to allow progress toward their achievement. Desired conditions are what drive the plan. All management activities should be aimed at the achievement of the desired condition for those resources in the area where the project is located. Desired conditions can be thought of as goals that in part help define a collective vision for the National Forest in the future.

- **Objectives:** An objective is a concise, measurable, and time-specific statement of a desired rate of progress toward a desired condition or conditions and should be based on reasonably foreseeable budgets. Objectives, along with the strategies used to accomplish them, can be thought of as the tools we will use to reach the desired conditions. Objectives are mileposts along the road toward desired conditions.
- **Standards:** These can be thought of as the rules the Forest will operate within as we develop projects to accomplish objectives and move closer to the realization of desired conditions. These are mandatory constraints on project and activity decision-making.
- **Guidelines:** Describe a constraint on project and activity decision-making that allows for departure from its terms, so long as the intent of the guideline is met. In other words guidelines are mandatory unless they are replaced by something that is equal to or better than the existing guideline.
- **Suitability of lands:** Specific lands within a plan area identified as suitable for various multiple uses or activities based on the desired conditions applicable to those lands. The plan also identifies lands within the plan area as not suitable for uses that are not compatible with desired conditions for those lands. Every plan must identify those lands that are not suitable for timber production (required by NFMA).

This Collaboration and Communication Plan describes how the Inyo National Forest will work with its partners, stakeholders, interested public, and Tribes during the Plan Revision process.

Purpose

The purpose of the Collaboration & Communication Plan is to:

- Define the public outreach, involvement and collaborative processes that will be used to develop a Forest Plan that is responsive to the interests of the Forest, other, agencies, local government, interested and affected stakeholders and California Native American Tribes.
- Identify activities and communication tools to provide information and solicit input on forest planning from all of the above named groups.

About this Plan

After analyzing stakeholder issues and recommendations regarding Forest Plan revision and ideas for effective communication, the Center for Collaborative Policy, Sacramento State University, in cooperation with the Inyo National Forest developed the initial Collaboration & Communication Plan. The National Forest and the Center will periodically refine the Collaboration & Communication Plan with interested stakeholders. The planning milestones and activities schedule will be reviewed and revised as necessary each year to reflect the needs of stakeholders and the Forest Service to achieve the purpose stated above. **The Forest Supervisor will make the final determination of schedule and staff activities.**

Planning Milestones

2012	Prepare for Forest Plan Revision October – Dec 2012: Develop Collaboration & Communication Plan December 2012: Complete the Science Synthesis for Region 5 (Pacific Southwest Region) of the Forest Service
2012-2013	Develop the Inyo Forest Assessment Jan-Feb 2013: Provide overview of plan revision process and Forest Service initial draft summary of current conditions, future trends and system drivers for the Assessment; solicit public input and additional references Summer 2013: Share information developed by the Forest Service for Inyo National Forest Assessment Report; solicit public input for Assessment Report Sept 2013: Finalize Inyo National Forest Assessment Report October 2013: Availability of the final Assessment Report
2013-2015	Develop the Forest Plan and Conduct the Environmental Analysis <i>DRAFT Timeline (subject to change)</i> 2013-2014: Identify need for change in plan direction February 2014: Notice to begin plan revision/Notice to prepare Environmental Impact Statement (EIS) 2014: Develop and analyze proposed plan, including desired conditions, objectives, and standards February 2015: Circulate draft proposed plan and draft EIS for public comment 2015: Analyze comments and develop final EIS and proposed plan September 2016: Notice of objection period for the proposed plan December 2016: Notice of final plan approval

Defining Public Participation, including Collaboration

The Proposed Planning Rule provides opportunity for participation in the assessment, plan revision, and monitoring. (36 CFR § 219.4 (a)) The Forest will regularly inform agencies, the public, and tribes about the planning process and materials being developed. The Forest will seek feedback on draft analyses and plan components such as standards and guidelines. At times, the Forest may work intensively with the public and representative stakeholders to revise and refine draft analyses and plan components. Collaborative involvement activities will create opportunities for dialogue to explore different perspectives and identify any areas of common ground.

During Forest Plan revision,

Collaboration is a structured manner in which a collection of people with diverse interests share knowledge, ideas and resources while working together in an inclusive and cooperative manner toward a common purpose (36 CFR 219.19).

Collaboration, in the context of land management planning in the Pacific Southwest Region, is to engage diverse interested parties in developing understanding and widely supported options to issues of concern. The goal of collaboration is to develop a forest plans that are responsive to the interests of the forests, agencies, and the public.

Collaborative public involvement per the 2012 Planning Rule will be conducted parallel and in addition to other requirements such as government-to-government Tribal consultation, cooperating agency agreements, and the formal public input process under the National Environmental Policy Act (NEPA) as further described in this Plan. The Forest will integrate concerns and recommendations from all these channels into Forest Plan Revision.

Decision-making

Members of the public, local governments, States, Federal agencies, and Tribes provide input to the Forest regarding their concerns, and recommendations that strive to meet the various interests involved in the Forest Plan. **The Forest Supervisor makes the final Forest Plan Revision decision.**

Roles & Responsibilities

The **Forest Supervisor** has the authority and responsibility to manage the plan revision process, including determining the scope, methods, forum, and timing of public participation opportunities and approving the revised Forest Plan. The Forest Supervisor is the final decision-maker for the Forest Plan.

Forest Staff listen to, document, and respond as appropriate to concerns and recommendations provided by the public, agencies, and tribes. Staff develop draft and final Forest Plan materials and make these available to the public.

The public, including other Federal agencies, State and local governments, individuals, and public and private organizations or entities participate in the planning process and provide input and recommendations to the Forest.

Native American Tribes may participate in formal consultation with the Forest and also may provide input and recommendations to the Forest through collaborative planning workshops and other public input opportunities.

The Forest Tribal Liaison ensures that tribes are aware of the planning process and opportunities for consultation and input.

The Public Affairs Officer prepares communication materials and works with all members of the public and agencies to provide information and opportunities to contribute during the planning process. The Public Affairs Officer is the point of contact for the public and media.

Facilitators ensure a fair and transparent process of public input and collaboration. Facilitators manage dialogue between agencies, the public, tribes, and the Forest to ensure balanced participation, and enhanced mutual understanding.

Stakeholder Interest Groups / Constituencies

Throughout the planning process, the Forest will strive to outreach to all of the diverse stakeholders who have an interest in the management of the Inyo National Forest. Some interest categories are listed below. Note that every individual likely belongs to several categories. The purpose of listing categories is to point to ways to conduct outreach; it is not meant to create divisions among interest groups.

- **Business**, e.g. Chambers of Commerce, local businesses that serve tourists / recreationists
- **Ecology and Wildlife**
- **Energy** (including Renewable Energy such as Biomass Processing and Wind, and Transmission)
- **Environmental Interests**
- **Extractive Uses** (including Mining and Timber)
- **Fire Safety and Community Protection**
- **Gatherers** (e.g. Fuelwood, Traditional Plants)
- **Grazing**
- **Governments / Agencies**

- Native American Tribes, Federally Recognized and Non-Recognized
- State, County, Municipal and other Federal Agencies, including Land Management and Resource Agencies
- Minorities
- Non-Organized Users
- Landowners and Local Community Residents
- Recreational permittees
 - Dispersed (e.g. packers, guides)
 - Developed (e.g., campgrounds, resorts, ski areas)
- Recreational users (locally based, urban, national, and international)
 - Dispersed (e.g. anglers, artists, backcountry / cross-country skiers, birdwatchers, boaters, equestrians, hikers, hunters, motorized driving (e.g. ATV, OHV, 4x4), mountain bikers, rock hunters, snowshoers)
 - Developed (e.g. campers, picnickers, resort skiers)
- Scientists
- University Researchers and Students
- Water Supply Interests (e.g. LA residents, LADWP)
- Youth and NGOs that provide opportunities to youth

General Principles Guiding Collaboration and Communication

- Maintain clarity, consistency, and transparency with regard to expectations, process, “sideboards” (e.g. law, regulation, and policy that restricts what is possible), and timeline. Set a meeting schedule and stick to it. Includes presenting messages in layperson language.
- Meet deadlines, follow through, and connect input to outcomes and decision. Explain why input was incorporated, or why not.
- Define Forest Service Regional Office role and support, and connections with the other Early Adopter Forests in Region 5 (Sierra National Forest and Sequoia National Forest).
- Conduct proactive, timely notification and involvement.
- Tailor outreach to audience; diversity of strategies and messages.
- Offer ways to “plug in” on topics of interest, without requiring a huge time commitment.
- Respect the “social capital stakeholders” expend for the Forest Service. Avoid stopping, stalling out, or reversing course unexpectedly, which can damage trust and relationships stakeholder partners have with the Forest Service and with other

stakeholders.

- Honor partnerships and volunteers. Provide acknowledgment, recognition, and solid guidance and support. Meet volunteers more than halfway.
- Find people where they already interact with the Forest.
- Get out into the field.
- Achieve small successes that build trust and a sense of concrete accomplishment.

Internal Forest Service Communication

Forest Plan Revision will require significant communication within the Forest Service, including within and between the Inyo National Forest, the other two California Early Adopter Forests, the Region 5 Regional Office, and the Forest Service Washington Office.

To achieve this the following actions will be taken:

- Forest and District employees will be briefed on a regular basis so that they are up to date and knowledgeable regarding the status of the Plan Revision effort. This can best be achieved at District and Supervisor's Office monthly meetings.
- Employees will be provided with a Plan Revision briefing paper that has the information about who to contact for more information about Plan Revision.
- Employees who have specific public contact or permit administration duties will have the information they need to share with their contacts.
- The three Region 5 Early Adopter Forests and the Regional Office will have regular information sharing meetings or conference calls so that all are aware of the status and progress that each is making and can coordinate on common elements of their Forest Planning efforts.

Public Outreach and Involvement Activities: Overview

National Forest staff will conduct several "rounds" of public outreach and involvement activities throughout the **three phases** of the planning process (Assessment, Plan Revision / NEPA, and Implementation Monitoring). Rounds are defined as focused efforts over a period of several weeks to several months to engage the public in key phases of the revision process, such as obtaining public input on resource conditions and trends in the Assessment Phase or circulating the draft revised plan for public review. Each round will have an announced start and end date for the receipt of public input, which will then be used by staff to inform the next planning work product.

Each round will include both outreach and involvement activities. “**Outreach**” is defined as providing information and updates to the public and/or encouraging members of the public to become engaged in the planning process. “**Involvement**” is defined as providing structured opportunities for public input, review, and comment, using various methods and tools to enable broad input and, where applicable, a collaborative approach to finding widely supported solutions to policy questions.

In this Collaboration and Communication Plan, outreach and involvement activities are grouped into two “tiers”.

- **Tier 1** activities are those that the Forest Service intends to do for every round of public outreach and involvement in the Assessment Phase and the Plan Revision/NEPA phase. Tier 1 activities may be used selectively for public involvement opportunities during the Implementation Monitoring Phase.
- **Tier 2** activities are a menu of options from which the Forest Service will draw for each round during the three phases. Tier 2 activities will be used to customize an outreach and involvement approach to best support the type of work to be accomplished in that round, within available time, budget, and staff capacity.

A later section of this plan, Public Outreach and Involvement by Phase of the Planning Process, contains initial suggestions of which Tier 2 activities may be best suited to each phase of Plan Revision. This Plan will be updated and modified as Plan Revision progresses. The Forest Service will work with stakeholders in an open public Design Forum to adaptively manage the outreach and involvement process, including determining which Tier 2 activities to focus on in each round.

In addition to structured rounds of public involvement, the Forest Service may use Tier 1 or Tier 2 tools between rounds in order to keep stakeholders informed and solicit focused input as needed and appropriate.

All public outreach and involvement activities will be conducted transparently and in accordance with applicable Federal laws such as the Federal Advisory Committee Act.

Public Outreach and Involvement Activities: Tier 1 (Summary)

This summary section lists all Tier 1 activities in a brief bullet list. The following section describes each activity in more detail.

All Tier 1 tools will be used for each round of public outreach and involvement during the Assessment and Plan Revision/NEPA Phases of the process. Tools are listed in no particular order.

A. Tier 1 Outreach Tools

1. Forest Service website updates
2. Email announcements
3. Media relationships and releases
4. Fact Sheets and Other Outreach Material
5. Tribal notification / briefings
6. Federal, State, County, and Municipal government agency notification / briefings
7. Briefings for State and Congressional representatives
8. Permittee notification

B. Tier 1 Involvement Activities

1. Tribal consultation
2. Design Forum
3. Public workshops including remote participation
4. Public review and comment
5. Opportunities for input from permittees, agency partners, and local governments

Public Outreach and Involvement Activities: Tier 2 (Summary)

This summary section lists all Tier 2 activities in a brief bullet list. The following section describes each activity in more detail.

Tier 2 tools will be used as appropriate in all three phases of the planning process, depending upon the availability of Forest Service resources and community interest and support. These tools are listed in no particular order. Please note that "Tier 2" does not mean these activities are of lesser value than Tier 1; the difference between the tiers is whether a given tool should be utilized for every public involvement round (Tier 1) or should be utilized more selectively (Tier 2).

A. Tier 2 Outreach Tools

1. Focused public outreach for Tier 2 involvement activities
2. Brochures
3. Social media
4. Regional Status Update
5. Hard copies of reports and National Environmental Policy Act (NEPA) documents
6. Video briefings

B. Tier 2 Involvement Activities

1. Science Forum
2. Agency Partner Forum
3. Local Government Forum
4. Inyo Tribal Forum
5. Youth Summit
6. Hispanic Community Workshops
7. Ranger Station / Visitor Center Open House
8. Visitor comment forms at key points of visitor contact
9. Collaborative Issue Forum
10. Town Hall listening sessions
11. Additional volunteer efforts

Public Outreach and Involvement Activities: Tier 1 (Detailed)

All Tier 1 tools will be used for each round of public outreach and involvement during the Assessment and Plan Revision/NEPA Phases of the process. Tools are listed in no particular order.

A. Tier 1 Outreach Tools

1. Forest Service website updates

Upload all announcements, outreach materials, draft documents, and final documents to Inyo National Forest webpage.

- The websites will include a clear explanation of how people can participate, what kind of information or input is requested and how it will be used, and a timeline for the overall process.
- The website will make information easily accessible and allow interested parties to track the status and development of draft and final analyses and decisions.

Significant new website uploads will be publicized by sending out an email blast and possibly using social media to let stakeholders know that new content is available. Frequency and timing of website updates will vary depending on the availability of new content that would be of interest to the public.

2. Email announcements

Email announcements will be used for general communication about the

planning process, including but not limited to: distributing information and fact sheets, providing updates on progress, distributing draft work products, publicizing upcoming public involvement and input opportunities, and providing reminders of comment deadlines. The Forest Service will make a concerted effort to clean up, organize, and add to existing contact lists.

a. Forest Service email lists

The Forest Service will maintain an email list of people interested in Plan Revision and will encourage stakeholders and the general public to sign up.

b. Partner distribution of email

The Forest Service will seek commitments from stakeholder organizations to distribute announcements to their own members.

3. Media relationships and releases

In addition to news releases, the Forest Service will seek to develop relationships with reporters who would be interested in informing their audiences about Forest Planning. For example, for the Hispanic community this may include reaching out to Spanish-language newspaper El Sol and the Spanish-language DJ who hosts a radio program on KSRW. See Appendix 4 for a list of media on outreach list.

4. Fact Sheets and Other Outreach Material

a. At Visitor Centers and Ranger Stations

The Forest Service will place fact sheets and other outreach material created for each round of public involvement at key points of visitor contact such as Inyo National Forest Visitor Centers and Ranger Stations - Bristlecone Pine Visitor Center, Eastern Sierra Interagency Visitor Center (Lone Pine), Mammoth Lakes Welcome Center, Mono Basin Visitor Center, and the White Mountain Ranger Station. Press releases may be designed to advertise specific public involvement opportunities such as workshops. Fact sheets will be designed to provide general information or answer frequently asked questions (FAQs) regarding the Plan Revision Process or specific stages of that process.

Forest Service staff will be informed about the Plan Revision process so that they may answer visitor questions or direct questions to other appropriate staff.

b. In community locations as appropriate

Forest Service staff will work with community partners to post outreach materials such as news releases and fact sheets in community locations (such as libraries, post offices, outdoor stores, etc.) as appropriate. This may be an especially effective means of communication in small towns with limited Internet access such as June Lake.

5. Tribal notification / briefings

Staff will conduct briefings with local Tribes and ensure Tribes are informed of Plan Revision process, timeline, and milestones as well as public outreach activities and opportunities for comment, in addition to formal consultation. The Inyo National Forest consults with the following Tribes:

- Antelope Valley Indian Community
- Big Pine Paiute Tribe of the Owens Valley
- Bishop Paiute Tribal Council
- Lone Pine Paiute-Shoshone Reservation
- Timbisha Shoshone of Death Valley
- Fort Independence Community of Paiute Indians
- Timbisha Shoshone Tribe (Bishop)
- Mono Lake Kutzadikaa
- Benton Paiute Reservation - UTU UTU GWAITU Paiute Tribe
- Bridgeport Paiute Indian Colony
- California Indian Basketweavers Association
- Kern Valley Indian Community
- Tubatulabals of Kern Valley
- Walker River Paiute Tribe
- Yosemite-Mono Lake Paiute Indian Community
- Washoe Tribe of Nevada and California

The National Forest currently meets quarterly with the Bishop Paiute and Big Pine Paiute Tribes. Tribal communities have emphasized the importance of Forest Service staff visiting tribal communities regularly to get to know the Tribe's members, even when there is no pressing issue to address.

To publicize planning activities, the Inyo National Forest may also connect with the successful Sierra and Sequoia Tribal Forums organized by the Forest Service, and/or the California Department of Water Resources' statewide Tribal Forum and Tribal listserv for the California Water Plan. Tribes will also be invited to participate as cooperating agencies in the planning process.

6. Federal, State, County, and Municipal government agency notification / briefings

Staff will conduct briefings with interested Federal, State, and local land and natural resources management agency partners (e.g. Bureau of Land Management, National Park Service) and local County and municipal governments (Los Angeles Department of Water and Power, Bishop City Council, Inyo County Board of Supervisors, Mammoth Lakes Town Council, Mono County Board of Supervisors, etc.) to ensure they are informed of Plan Revision process, timeline, and milestones as well as public outreach activities and opportunities for comment. Rather than setting up new meeting times and locations, the Forest may request to be added to the agenda of groups with standing meetings. In some cases the briefings may focus on specific issues of particular concern to an agency. Agencies and local governments will also be invited to participate as cooperating agencies in the planning process.

7. Briefings for State and Congressional representatives

The Forest will brief State and Congressional representatives periodically on the plan revision process, including overall time, current status, progress to date, and key issues. The purpose is to ensure that State and Congressional representatives are aware early in the process of forest planning issues that affect their constituents, and have opportunities to provide feedback and recommendations directly to the Forest on specific issues. Ideally these briefings will coincide with plan revision milestones. These briefings may be a joint effort with participation of all three forest undergoing Plan Revision. The Forest will hold individual meetings with State and Congressional representatives as needed.

8. Permittee notification

Forest Service staff who work directly with permittees (e.g. grazing, packing, mining, etc.) will discuss Plan Revision with the permittees in their program areas as needed based on resource issues and information needs.

B. Tier 1 Involvement Activities

1. Tribal consultation

The Forest Service has formal policies for government-to-government Tribal consultation to notify Tribes of agency actions that may have impacts to areas of Tribal interest, identify those potential impacts, and seek comment. Tribes encourage early, proactive engagement on issues with potential impacts. They also encourage Forest Service staff visit tribal communities not just to discuss specific issues, but also to get to know their Tribal Councils when there is no pressing issue.

2. Design Forum

The Forest Service will provide opportunities for involvement in a Design Forum that will be open to all interested parties. The Design Forum will provide feedback to the Forest Service on its public outreach and involvement efforts, such as the design of outreach materials and public workshops. The forum will help to monitor effectiveness and adapt the Collaboration and Communication Plan as needed.

3. Public workshops including remote participation

The Forest Service will convene public workshops in various locations throughout the planning process. Mammoth and Bishop are central locations, but workshops may also be convened in more distant communities such as Fish Lake Valley, Hawthorne, Lee Vining, Lone Pine, or Ridgecrest as needed. Workshop content and format will be tailored to each stage of the planning process to inform the public of the latest activities and work products and solicit input.

To the extent practical, each series of workshop will include a remote participation component to convey information and support solicitation of online input from non-local participants.

Workshop locations will focus on local communities, though there may be the need to do out-of-area workshops (e.g. in Los Angeles and/or the San Francisco area) at some point in the process. It may be efficient to plan out-of-area workshops as a regional initiative with joint participation by the three Early Adopter Forests in California.

4. Public review and comment

Comment periods on publicly released draft documents will have clearly conveyed deadlines and procedures for submitting and logging comments. The Forest Service will clearly convey to the public how their comments will be used.

5. Opportunities for input from permittees, agency partners, and local governments

In addition to ensuring permittees and agency partners and local governments are notified about Plan Revision and opportunities for public involvement, staff will provide opportunities for permittees and agency counterparts to provide input on components of Plan Revision that may impact their interests, or about which they may have information.

Agencies and local governments may be invited to apply for Cooperating Agency status, which is determined based on jurisdiction by law or special expertise. The role and responsibilities of Cooperating Agencies is defined in section 6 of this Plan.

Public Outreach and Involvement Activities: Tier 2 (Detailed)

Tier 2 tools will be used as appropriate in all three phases of the planning process, depending upon the availability of Forest Service resources and community interest and support. These tools are listed in no particular order. Please note that "Tier 2" does not mean these activities are of lesser value than Tier 1; the difference between the tiers is whether a given tool should be utilized for every public involvement round (Tier 1) or should be utilized more selectively (Tier 2).

A. Tier 2 Outreach Tools

1. Focused public outreach for Tier 2 involvement activities

Each round of public involvement may include Tier 2 involvement activities that require focused public outreach, such as Hispanic community workshops or a Youth summit. The Forest Service staff will work with community partners and the Design Forum to determine appropriate outreach tools for these audiences.

2. Brochures

The Forest Service may produce and distribute additional outreach

material such as overview or update brochures at key points in the process.

3. Social media

Social media such as Twitter may be used if there is community interest and staff judge that these tools would be effective at reaching additional key audiences that are not reached by other outreach mechanisms in place. At a minimum, social media tools would be used similarly to e-mail blasts to direct people to new content on the website such as workshop announcements and documents. Because of agency restrictions, community partners would need to be responsible for managing the use of Facebook, if used.

4. Regional Status Update

Staff may periodically produce a regional status update to update the public on progress and key milestones in the Plan Review process for all three Early Adopter Forests in California.

5. Hard copies of reports and National Environmental Policy Act (NEPA) documents

The Forest will make available hard copies of reports and NEPA documents to Tribes, cooperating agencies, and other interested parties. To conserve resources, stakeholders and members of the public who want to receive hard copies will need to opt-in to this service, for example through a sign-up link on the main website or returning a postcard.

6. Video briefings

The Forest may develop and post online a select number of topical or periodic update video briefings designed to provide interested parties with information on current status of the revision process, accomplishments to date, tasks remaining, opportunities for participation, and / or particular planning topics. Video briefings will be available for individual or group self-education; they will not be interactive. The purpose of video briefings is to make it easier for members of the public to quickly and easily obtain information that will help them understand the planning process as well as the context and main issues associated with different topics, and thus comment on materials and/or participate in public involvement activities such as workshops. Video briefings will also help people understand what work has been completed and

what decisions have been made.

B. Tier 2 Involvement Activities

1. Science Forum

The Forest Service may conduct meetings, open to all, of a Science Forum. The purpose of the Science Forum would be to discuss the research and data being used as Best Available Scientific Information during Plan Revision. The Science Forum may also discuss best practices for monitoring and adaptive management.

2. Agency Partner Forum

Partner agencies may wish to meet in a group forum to receive updates and discuss Forest Planning. This may take the form of an informal "coffee hour" or more formal, agendized meeting. Such a partner agency forum would include federal, state, and local agencies such as LA Department of Water and Power that share legal responsibility for managing forest, land, wildlife, air, water, and other resources that are part of Inyo National Forest. These meetings would provide an opportunity for multiple agencies to speak with each other at the same time and identify common resource management objectives for specific topics, and discuss how to coordinate associated management policies, plans, and activities related to the revised forest plan.

3. Local Government Forum

In addition to briefings of individual local government entities, local government representatives may wish to meet in a group forum with representatives from Bishop City Council, Inyo County Board of Supervisors, Mammoth Lakes Town Council, Mono County Board of Supervisors, and possibly Congressional staffers, to receive updates and discuss Forest Planning.

4. Inyo Tribal Forum

In addition to formal consultation, Tribes with ties to the Inyo may wish to meet in a group forum to receive updates and discuss Forest Planning. An Inyo Tribal Forum might be modeled after the successful Sierra and Sequoia Tribal Forums. The Forest Service may also wish to host Southern Sierra Tribal meetings for issues common to the three Early Adopter Forests.

5. Youth Summit

Forest staff may work with educators and community leaders to hold a Youth Summit to engage youth in Forest Planning. This may be especially relevant at the beginning of the Assessment to involve youth in identifying current conditions and trends. Staff may partner with programs that bring youth to the Forest, and Tribes such as the Bishop Paiute who have conducted successful Tribal youth summits.

6. Hispanic Community Workshops

Forest staff may partner with Hispanic community leaders, public health providers, and/or organizations such as LA CAUSA and the Bishop High School's Club Latino to hold bilingual workshops for the Hispanic community.

7. Ranger Station / Visitor Center Open House

In addition to intensive public workshops and visitor comment forms, Forest staff may hold "open house" informational sessions in locations that draw visitors, such as a ranger station or visitor centers. These sessions would be designed to offer an opportunity to showcase Forest Plan Revision, provide one-on-one discussion between visitors and Inyo staff about Forest Plan Revision, and encourage visitor involvement and comment.

8. Visitor comment forms at key points of visitor contact

Forest Service staff will develop comment forms to make available along with outreach materials at Visitor Centers and the White Mountain Ranger Station. These forms will solicit input relevant to the planning stage. For example, during the Assessment Phase the forms will solicit input on current conditions and trends. Comment boxes or other means will be provided in these locations for submitting comment forms, or forms may be mailed in.

9. Collaborative Issue Forum

For issues on which there are diverse and competing perspectives, the Forest Service may convene one or more collaborative issue forums to identify and explore areas of common ground. Collaborative forums generally work iteratively on discrete issues. Any collaborative forum convened or supported by the Forest Service to work on issues related to Plan Revision will be open to the public and subject to applicable Federal law.

10. Town Hall listening sessions

Town Hall listening sessions are defined as meetings with particular communities or organizations for the primary purpose of listening to the concerns and stories of that community or organization. Forest Service staff's role in a Town Hall listening session is to listen and answer questions, as opposed to staff presenting information and asking for feedback from the public. Forest Service staff may use Town Hall listening sessions to gather general input at various planning stages, or to explore specific issues of particular relevance to a community or organization. Rather than setting up new meeting times and locations, the Forest may request to be added to the agenda of groups with standing meetings, for example the Regional Planning Advisory Committees in Mono County.

11. Additional volunteer efforts

Many members of the communities around the Inyo are willing to contribute time, skills, and resources to aid in Forest Plan Revision. Staff may work with volunteers to determine how they can best assist with outreach and involvement at various stages in the planning effort. Staff may also solicit volunteer assistance from community members with special skills and connections, such as educators in planning or natural resources who might be able to lead student projects such as visitor surveys; local leaders of minority communities; and non-governmental organizations who bring at-risk youth to the Forest.

Public Outreach and Involvement by Phase of the Planning Process

Forest Plan Revision consists of three phases:

- Forest Assessment
- Plan Revision / NEPA
- Implementation Monitoring

This section contains a description of each of the three phases and **initial suggestions for outreach and involvement activities that may be best suited to each phase**. Suggestions in this section represent the Forest's initial thinking. Actual outreach and involvement activities per phase will depend upon schedule, resources, and community interest. Some Tier 2 activities may require community volunteer support in order to be achievable, such as Youth Summits and Hispanic Community Meetings. The Forest Service will work with stakeholders in an open public Design Forum to adaptively manage the outreach and involvement process, including considering which activities to focus on in each round. **The Forest Supervisor will make**

the final determination of which outreach and involvement activities will be pursued in each round.

A. Forest Assessment Phase.

The purpose of the Forest Assessment is to gather existing relevant information on forest conditions and trends, and use this information to rapidly evaluate the sustainability of existing ecological, economic, and social conditions and trends within the context of the broader landscape. The assessment is used to help identify the need to change the existing plan, and to inform the development of plan components and other plan content.

Assessment topics are required by the Planning Rule to include the following. Many topics will be looked at from a landscape scale with Forest Service Regional Office assistance to local forests.

- Terrestrial ecosystems, aquatic ecosystems, and watersheds;
- Air, soil, and water resources and quality;
- System drivers, including dominant ecological processes, disturbance regimes, and stressors, such as natural succession, wildland fire, invasive species, and climate change; and the ability of those terrestrial and aquatic ecosystems in the plan area to adapt to change;
- Baseline assessment of carbon stocks;
- Threatened, endangered, proposed, candidate species, and potential species of conservation concern present in the plan area;
- Social, cultural, and economic conditions;
- Benefits people obtain from the NFS planning area (ecosystem services);
- Multiple uses and their contributions to local, regional, and national economies.
- These are more likely to be looked at from a Forest Scale by Forest Staff.
- Recreation settings, opportunities and access for a range of uses;
- Renewable and nonrenewable energy and mineral resources;
- Infrastructure, such as recreational facilities and transportation and utility corridors;
- Areas of Tribal importance;

- Cultural and historic resources and uses;
- Land status and ownership, use, and access patterns; and
- Existing designated areas located in the plan area including wilderness and wild and scenic rivers and potential need and opportunity for additional designated areas.

Outreach and Involvement Recommendations for the Assessment Phase

Because the Assessment Phase focuses on gathering data related to forest conditions and trends, recommended high value public outreach and involvement activities are related to reaching broad audiences and discussing existing data available to the Forest to ensure there is a common understanding of the information that will be used in future phases. Initial Assessment Phase outreach and involvement recommendations are*:

- All Tier 1 activities (required)
- Town Hall Listening Sessions
- Youth Summit
- Hispanic Community Workshop
- Science Forum
- Local Government Forum
- Tribal Forum
- Agency Partner Forum
- Use of social media to advertise involvement opportunities
- Comment forms at key points of visitor contact

*It is likely that the Forest will need to prioritize among these possible activities based on available time and resources and community support and interest.

B. Forest Plan Revision / NEPA

The intent of the Plan Revision / NEPA Phase is to identify which parts of the existing Forest Plan should be updated, and to identify and adopt recommendations for that update. This process includes and will largely be structured around the components of the National Environmental Policy Act (NEPA) review process. The NEPA review process will run parallel with opportunities for focused public engagement and collaboration, beginning with the Assessment process (prior to NEPA), and continuing through the Need for Change,

Desired Conditions, Alternatives Development, and Analysis.

The Plan Revision / NEPA Phase is a 2-year process that will need to include elements of broad engagement as well as focused engagement. Outreach and involvement tools that may prove valuable in the Plan Revision / NEPA Phase will vary along the way. For example, the initial stages of developing desired conditions may benefit from broad engagement similar to the Assessment Phase with similar tools.

Outreach and Involvement Recommendations for the Plan Revision / NEPA Phase:

- All Tier 1 activities (required)
- Town Hall Listening Sessions
- Youth Forum
- Hispanic Community Workshop
- Local Government Forum
- Tribal Forum
- Agency Partner Forum
- Ranger Station / Visitor Center Open Houses
- Comment forms in key visitor contact locations
- Use of social media to advertise involvement opportunities
- Regional Status Updates

Later in the process as the Forest develops Plan alternatives and conducts the Environmental Analysis, staff may want to use additional outreach and involvement tools such as:

- Collaborative Issues Forums
- Hard copies of reports and National Environmental Policy Act documents
- Briefings for State and Congressional representatives
- Video briefings to provide background information on the process, decisions made, and current tasks

C. Implementation Monitoring Phase

The intent of the Monitoring Phase is to monitor Plan implementation and resource trends, so that the Plan can be adaptively managed and to make sure it is working as intended. Outreach and Involvement during the Monitoring Phase will likely focus on periodic check-ins with various audiences to discuss implementation progress and outcomes, and any need for change in management strategies. These check-ins will likely be triggered by the issuance of the Forest's monitoring reports every two years as required by the Planning Rule.

Outreach and Involvement Recommendations for the Implementation Monitoring Phase

- Website Updates and Email Announcements, particularly when the Forest's monitoring reports are issued
- Town Hall Listening Sessions
- Local Government Forum
- Tribal Forum
- Agency Partner Forum
- Science Forum to discuss new science that could have an impact on management strategies
- Ranger Station / Visitor Center Open Houses

Appendix 1: 2012-2013 Activity Schedule

A. Work already completed

1. Convene Inyo National Forest Planning Team
2. Conduct stakeholder and Tribal interviews
3. Present findings of stakeholder and Tribal interviews
4. Announce November workshops on Inyo Collaboration and Communication Plan

B. Fall 2012 (*Focus: Inyo C&C Plan, Preparing for Kick-Off of Assessment*)

1. Conduct **additional Tribal interviews** for incorporation in Tribal C&C Plan due in early 2013
2. Draft **Inyo Collaboration and Communication (C&C) Plan**
3. Share draft Inyo C&C Plan in **public workshops** November 16 and 17.
 - Obtain public input on Tier 1 and Tier 2 outreach and involvement

methods.

- Obtain public input on ways members of the public and organizations can support the planning process with volunteer assistance or other resources.
4. Incorporate public input and **finalize Inyo C&C Plan** in December
 5. **Post final Inyo C&C Plan** to website and announce via Tier 1 outreach methods.

C. Preliminary Overview of Involvement Opportunities for 2013

A more detailed schedule with specified opportunities will be available in January.

1. Early February – Announce inauguration of plan revision process and planned public involvement opportunities
2. Conduct Round One public involvement
 - i. All Tier 1 Involvement
 - ii. Includes Public Kickoff Workshops
 1. Early February
 2. 2 or 3 locations.
 3. Review plan revision process, current status of bioregional assessment, Science Synthesis, summary of known information and references for 15 Assessment Topics. Solicit input on references, characterization of current conditions, and trends for the 15 Assessment topics
 - iii. Tier 2 activities as supported by Forest resources, stakeholders and the community
3. February – April – Additional public involvement opportunities regarding conditions and trends.
4. Summer - Public Involvement activities to present the assembled data to date and to obtain public input on the content of the Assessment Report.

Appendix 2: Working Together: Agreements & Guidelines for Participating in Meetings

Use Common Conversational Courtesy: Avoid third-party conversations at the table. Do not interrupt others.

All Ideas and Points of View Have Value: All ideas have value in this setting. The goal is to achieve understanding. Simply listen; you do not have to agree. If you hear something you do not agree with or you think is "silly" or "wrong," please remember that the purpose of the workshop is to share ideas.

Be Honest, Fair, and as Candid as Possible: Help others understand you and work to

understand others.

Avoid Editorials: It will be tempting to analyze the motives of others or offer editorial comments. Please talk about YOUR ideas and thoughts. Avoid commenting on why you believe another participant thinks something.

Efficiency: People's time is precious; treat it with respect and "share the air."

Think Innovatively and Welcome New Ideas: Creative thinking and problem solving are essential to success. "Climb out of the box" and attempt to think about the problem in a new way.

Invite Humor and Good Will

Be Comfortable: Please feel help yourself to refreshments or take personal breaks. If you have other needs, please inform the meeting organizer.

Appendix 3: Process Agreements

- All meetings are open to the public
- All meeting notes, informational materials, and products will be made available to the public in a timely manner.
- Participants will listen to one another, seeking to understand and learn from each other's perspective.
- The Forest Service seeks mutual understanding among participants and staff.
- The Forest Service seeks information from individuals, not consensus. The Forest Service can ask individual participants whether they agree with a recommendation. However, the Forest Service will not ask a group whether consensus exists among all participants.
- Participating in collaborative planning workshops does not limit anyone's activity during the National Environmental Policy Act (NEPA) process. Individuals who contribute collaboratively during the planning can participate in the NEPA process, including submitting formal comments or challenging decisions.

Appendix 4: Media Outlets

The Forest may work with the following media outlets to distribute information:

- Local bloggers

- Magazines: AARP Magazine, Costco Magazine
- Newspapers: El Sol de la Sierra, Inyo Register, LA Times, Mammoth Times, The Sheet, Sacramento Bee, Santa Barbara News-Press, Santa Clarita Valley Signal, San Francisco Chronicle, San Jose Mercury News, Reno Gazette, Orange County Register, San Diego Tribune, Pahrump Valley News
- TV stations: Sierra Wave
- Radio stations: KSRW, KMMT, KIBS, KUNR

Appendix 5: Recent local collaboration and communication models

Items in this appendix stem from stakeholder interviews conducted in October of 2012. This list captures some initial stakeholder thoughts, recorded in this appendix for future reference as planning proceeds. This is not intended to be a comprehensive or final list. . There will be ample additional public input opportunities on this and other topics after the Collaboration and Communication Plan is finalized.

The following processes were most frequently named by stakeholders as having methods or materials that may merit consideration as examples for Forest Planning.

- Casa Diablo fuels and smoke management project (communication)
- Devil's Postpile National Monument General Management Plan
- Lakes Basin Special Study (LABSS)
- Red's Meadow blowdown (communication)
- Sherwin Area Recreation Plan (SHARP)
- Sierra and Sequoia National Forests' Tribal Forums
- Travel Management Collaborative Alternatives Team
 - Some stakeholders loved how this process gave leadership to stakeholder groups to work things out among themselves, though they felt there were problems when the implemented decision did not always match their recommendations. Others felt the process was troublesome for lack of openness and potential issues with FACA. While there are caveats to be mindful of, involved stakeholders report successes within the group.

Appendix 6: Potential Issues of Interest

Items in this appendix stem from stakeholder interviews conducted in October of 2012. This list captures some initial stakeholder thoughts, recorded in this appendix for future reference as planning proceeds. This is not intended to be a comprehensive or final list. There will be ample additional public input opportunities on this and other topics after the Collaboration and Communication Plan is finalized.

The following are issues that the National Forest knows stakeholders are interested in addressing. Some of these issues are at a planning level, and some are more site-specific. Through the Plan Revision process, the National Forest will need to look at the existing Plan to identify which issues may be missing or insufficiently addressed in the Plan. Some, but not all, stakeholder issues will be addressed through Plan Revision.

- Adaptive management & ability to modify Plan itself easily
- Biomass utilization
- Cell towers on federal land
- Climate change (vulnerability, resilience, adaptation, mitigation; impacts on water supply, migration patterns, habitat, fire, etc.)
- Damage from concentrated use
- Digital 395
- Dispersed camping opportunities
- Education of FS staff, public, and Indians about Indian rights
- Education of public about forest services (providing clean air and water), user ethics, forest hazards
- Emergency management (e.g. if people flee to forest from cities during disaster)
- Fire management
- Fish habitat
- Forest contribution to local economy
- Grazing
- Guidance for partnerships
- Habitat connectivity
- Impacts to surrounding communities from influx of users (waste disposal, medical services, law enforcement, etc.) – payment in lieu of taxes

- Interpretation / signage of Indian history, significance, place names
- Invasive species
- Land tenure (e.g. June Mountain)
- Management of Inventoried Roadless Areas
- Marijuana cultivation (chemicals, violence)
- Mountain biking / lack of single-track trails
- Old growth forest
- Permits for Indian traditional practices and uses
- Pine bark beetle
- Plan for growing use / more visitors
- Potential listing of sage grouse or other species in future
- Protection of sacred sites
- Public access
- Recreation enhancement
- Renewable energy development, esp. wind
- Restoration efforts
- Scenic byway designation
- Special designations, e.g. wilderness or wild and scenic
- Sustainable management
- Timber
- Trail designations, including Travel Management Subpart A
- Upgrading facilities
- Visitor education / interpretation / signage
- Volunteer coordination / monitoring
- Wildland Urban Interface (WUI)

Appendix 7: Stakeholder initial suggestions for meeting structure / facilitation techniques

Items in this appendix stem from stakeholder interviews conducted in October of 2012. This list captures some initial stakeholder thoughts, recorded in this appendix for future reference as planning proceeds. This is not intended to be a comprehensive or final list. . There will be ample additional public input opportunities on this and other topics after the Collaboration and Communication Plan is finalized.

Interviewees mentioned the following tips for meeting structure and facilitation, in addition to ideas represented elsewhere in this Plan:

- Good documentation is important. Have a court reporter to take dictation from folks who are not writers.
- If individuals are acting counter-productively in meetings, talk offline with their group leadership to encourage more positive participation.
- If people develop shared agreements, have them sign documentation of that agreement.
- If using collaboration, be clear in advance about how recommendations will be used and who is making the final decision.
- Keep in mind that those who attend meetings are not necessarily representative of the broader population; at times organized efforts are made to “pack the meeting” with supporters of one viewpoint.
- Make materials available and downloadable online instead of or in addition to sending via email.
- Meetings are more likely to be well-attended if they are supported / hosted / advertised by community groups.
- Prevent participants who may be perceived as angry or threatening from congregating by meeting room exits. Have staff members available in the back of the room to talk with participants who need to vent.
- Quick turnaround of notes, posted to website, increases process credibility and utility of the notes for the participant.
- Some participants prefer to seek common ground in stakeholder groups that are led by stakeholders with minimal support from the agency to which the group will be making recommendations; others have concerns about exclusion of voices and application of the Federal Advisory Committees Act to this type of group.
- Take care to be inviting to the average citizen who does not necessarily know

the jargon or have knowledge of the history or agencies.

- Use digital maps from Google Earth that stakeholders can match up with their own GPS waypoints.
- Use food and field trips to encourage social interaction.
- Use third party facilitation to create a safe atmosphere. Emphasize the enforcement of courtesy rules.
- Don't use adaptive management as a way to make questionable management practices more acceptable. Realize that monitoring plans are often under-funded and not fully implemented.
- Have clear triggers for actions and responsible parties designated to take those actions.
- Have scientists at public meeting to explain the science and the peer review process.

Appendix 8: Potential Additional Community Partners

- 4H Clubs
- Big Pine Indian Education Center (youth programs)
- Chambers of commerce
- Chico State University
- Children in Nature Network
- Churches, church youth groups
- Civic clubs (e.g. in Big Pine and Independence)
- Community centers: Big Pine, Esmeralda County, Lee Vining, Crowley Lake, June Lake
- Fish Lake Valley Park Board
- Friends of the Inyo youth program
- Future Farmers of America (e.g. in Lone Pine)
- Grazing industry associations
- Hotel association
- June Lake Citizens Advisory Committee

- LA CAUSA
- Lions clubs
- Local high schools student government and student associations, e.g. for Native American students and Bishop High School Club Latino
- Los Angeles Department of Parks and Recreation youth programs
- Mining industry associations
- Mono County Regional Planning Advisory Committees (RPACs)
- Mono Lake Committee youth program
- Public health organizations (links to underserved communities)
- Public TV stations
- Rotary clubs
- Serracoso Community College, especially classes linked with land management or planning
- Student Conservation Alliance



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

17

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

FROM: WATER DEPARTMENT

FOR THE BOARD MEETING OF: December 4, 2012

SUBJECT: FINANCIAL ASSISTANCE FOR INYO-MONO INTEGRATED REGIONAL WATER MANAGEMENT PLAN

DEPARTMENTAL RECOMMENDATION:

The Water Department requests that (1) your Board approve \$5,000 of financial assistance to the Integrated Regional Water Management Plan, and (2) approve an appropriation change moving \$5,000 from the Water Department Budget 024102 5232 - Office and Other Equipment <\$5,000 into 5539 - Other Agency Contributions.

SUMMARY DISCUSSION:

Attached is a letter from Mark Drew, Inyo-Mono Integrated Regional Water Management Plan Program Director on behalf of California Trout, requesting that Regional Water Management Group (RWMG) members contribute financially to the effort to complete submittal of Proposition 84 Round 2 Implementation Proposals. The RWMG has relied on staff time and financial contributions from participating entities (including Inyo County) to update the Integrated Regional Water Management Plan (IRWMP). Since the inception of the IRWMP planning effort in 2008, it has been financially challenged, with much of its support coming in the form of ad hoc assistance from various RWMG members. As noted in the attached letter, much of this support has come from California Trout. Recognizing that the County stands to benefit from completion of plan updates and proposal submittals, staff recommends providing financial assistance to this effort.

A prior contribution of \$5,000 was authorized by your Board on February 1, 2011.

ALTERNATIVES:

Your Board could choose not to authorize the financial assistance.

OTHER AGENCY INVOLVEMENT:

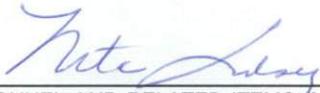
California Trout, Inc.

FINANCING:

The Water Department would fund this recommendation by moving \$5,000 from the Water Department Budget 024102 5232 - Office and Other Equipment <\$5,000 into 5539 - Other Agency Contributions.

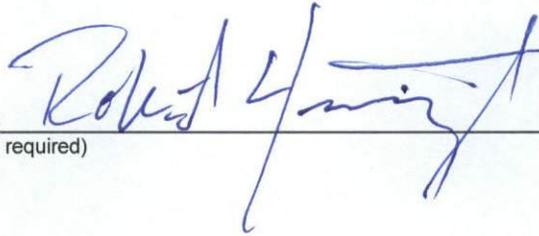
APPROVALS

BUDGET OFFICER:	BUDGET AMENDMENTS <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)</i> 
COUNTY COUNSEL: N/A	AGREEMENTS, PURCHASES, CONTRACTS, RESOLUTIONS AND ORDINANCES, AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____

AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>11/27/12</u>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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



Date: 11/28/12



October 16th, 2012

To: Inyo-Mono Regional Water Management Group

From: Mark Drew on behalf of California Trout

RE: Request for funding to support Round 2 Implementation Proposal development

CalTrout submits this letter requesting financial support necessary to develop an Inyo-Mono IRWM Round 2 Implementation proposal pursuant to Prop. 84 funding. Such funding will be used to coordinate the development and completion of a proposal that, if successful, will serve the needs of stakeholders and communities throughout the Inyo-Mono Integrated Regional Water Management (IRWM) region. Such funding is essential to cover expenses necessary to develop a Round 2 Implementation proposal.

Since early 2008, CalTrout has been instrumental in the formation and continued success of the Inyo-Mono IRWM Program. To date, CalTrout's financial contribution to the Program is upwards of \$75,000 supporting programmatic, administrative, & operational activities as well as direct funding to support development of Prop. 84 project proposals. In total, CalTrout has been critical in securing close to \$2.4 million for the Inyo-Mono IRWM region and is proud of this outcome. At present is the opportunity to complete a second Prop. 84 Implementation proposal on behalf of the Inyo-Mono IRWM effort.

CalTrout provided close to \$17,000 specifically to cover expenses associated with completing the Round 1 Inyo-Mono IRWM Implementation proposal. CalTrout was the sole source of funding to support this effort. The proposal resulted in an award from the Department of Water Resources in the amount of \$1,075,000 which in turn is funding seven projects identified by the Inyo-Mono Regional Water management Group as being high-priority needs within the region. CalTrout's effort resulted in over a 50:1 return on the investment made in support of regional needs. More importantly, CalTrout's effort is directly contributing to addressing priority project needs of the Inyo-Mono IRWM region.

Based on the Round 1 Implementation proposal process, it is anticipated that completing the Round 2 Implementation proposal will cost approximately \$14,000. Such funds will go to support staff time, coordination efforts as well as supplies to complete the proposal itself. Without such funding, it is possible that there will not be sufficient resources necessary to complete the proposal. If this were to be the case, the Region as a whole would lose out on a significant funding opportunity. While there is no guarantee that a Round 2 proposal will receive funding, what is known is the paramount needs of the Inyo-Mono IRWM region and the fact that without a viable proposal, no funding will be awarded to address these needs.

If you have any questions regarding financial needs or otherwise, please contact Mark Drew at (760) 924-1008 or via email at: mdrew@caltrout.org

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Drew', is written over a light blue horizontal line.

Mark Drew
Eastern Sierra Regional Manager, CalTrout
Director, Inyo-Mono Integrated Regional Water Management Program



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
18

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF December 4, 2012

SUBJECT: Continuation of declaration of local emergency

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

19

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

FROM: CLERK OF THE BOARD
By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: December 4, 2012

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval the minutes of the Board of Supervisors Meetings of A) November 6, 2012; B) November 13, 2012; and C) November 20, 2012.

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

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

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 21-22-23
 24-25-26
 27

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

FROM: COUNTY COUNSEL

FOR THE BOARD MEETING OF: December 4, 2012

SUBJECT: ISSUES TO BE DISCUSSED IN CLOSED SESSION

DEPARTMENTAL RECOMMENDATION:

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code § 54956.9(c)]. - Decision Whether to Initiate Litigation (one case).

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Deputy Sheriff's Association (DSA) - Negotiators: Labor Relations Administrator, Sue Dishion, Information Services Director, Brandon Shults, and Planning Director Josh Hart.

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Elected Officials Assistant Association (EOAA) - Negotiators: Chief Probation Officer Jeff Thomson and Labor Relations Administrator Sue Dishion.

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) - Negotiators: Labor Relations Administrator Sue Dishion.

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators: Labor Relations Administrator Sue Dishion, Director Child Support Services Susanne Rizo, and Chief Probation Officer Jeff Thomson.

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Probation Peace Officers Association (ICPPOA) - Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators' Association (LEAA) - Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) <div style="text-align: right;">  Approved: _____ Date <u>11-27-12</u> </div>
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DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

 Date: 11-27-12