

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.

August 13, 2013

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(a)] – Jesse Edwin Jason v County of Inyo, Unfair Practice Charge No. SA-CE-814M.**
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(a)] – Stephen Rennie v. County of Inyo, WCAB No. ADJ8627116.**
4. **REAL PROPERTY NEGOTIATIONS [CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54956.8] – Property: APN 035-200-019-000, 452 Old Mammoth Road, Mammoth Lakes, CA - Negotiating Parties: Kevin Carunchio, County Administrator, Susanne Rizo, Director of Child Support Services; Clint Quilter, Public Works Director and Jim Tatum, Deputy Public Works Director – Negotiations: Terms and Conditions.**
5. **REAL PROPERTY NEGOTIATIONS [CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54956.8] – Property: APN 035-230-10-000000 and APN 035-230-11-0000000, 126 Old Mammoth Road, Mammoth Lakes, CA - Negotiating Parties: Kevin Carunchio, County Administrator, Susanne Rizo, Director of Child Support Services; Clint Quilter, Public Works Director and Jim Tatum, Deputy Public Works Director – Negotiations: Terms and Conditions.**
6. **REAL PROPERTY NEGOTIATIONS [CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54956.8] – Property: APN 035-140-17-0000, 101 Old Mammoth Road, Mammoth Lakes, CA - Negotiating Parties: Kevin Carunchio, County Administrator, Susanne Rizo, Director of Child Support Services; Clint Quilter, Public Works Director and Jim Tatum, Deputy Public Works Director – Negotiations: Terms and Conditions.**
7. **REAL PROPERTY NEGOTIATIONS [CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54956.8] – Property: APN 035-200-017-000, 437 Old Mammoth Road, Mammoth Lakes, CA - Negotiating Parties: Kevin Carunchio, County Administrator, Susanne Rizo, Director of Child Support Services; Clint Quilter, Public Works Director and Jim Tatum, Deputy Public Works Director – Negotiations: Terms and Conditions.**
8. **PERSONNEL [Pursuant to Government Code §54957]. Public Employee Appointment – Title – County Counsel.**

9. **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: Information Services Director Brandon Shults and Labor Relations Administrator Sue Dishion.
10. **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: Information Services Director Brandon Shults and Labor Relations Administrator Sue Dishion.
11. **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, and Information Services Director Brandon Shults.
12. **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: Information Services Director Brandon Shults, Chief Probation Officer Jeff Thomson, and Labor Relations Administrator Sue Dishion.
13. **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: Information Services Director Brandon Shults and Labor Relations Administrator Sue Dishion.
14. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Deputy Sheriffs Association (DSA) - Negotiators: Labor Relations Administrator Sue Dishion; Information Services Director Brandon Shults and Planning Director Josh Hart.
15. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code § 54956.9(d)(4)]** – Decision whether to initiate litigation (one case).
16. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code § 54956.9(d)(1)]** - *City of Los Angeles, Department of Water and Power of the City of Los Angeles v. Inyo County Board of Supervisors, et al.* Inyo County Superior Court Case No. 12908; Blackrock 94 Dispute Resolution.
17. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**

OPEN SESSION

PLEDGE OF ALLEGIANCE

18. **PUBLIC COMMENT**
19. **INTRODUCTION** – Ms. Elaine Kabala, Associate Planner, will be introduced to the Board.

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

20. **Integrated Waste Management** – Request Board approve a resolution establishing a minimum rate schedule for residential and commercial solid waste collection and hauling services for permit areas A, B, C, D, E, and F.
21. **Information Services** – Request approval of the renewal of a Software Maintenance Agreement between the County of Inyo and SunGuard Public Sector for the County's enterprise accounting system IFAS for the period of July 1, 2013 through June 30, 2014 in an amount not to exceed \$32,390, contingent upon the Board's adoption of FY 2013-14 budget.

AUDITOR CONTROLLER

22. Request Board declare Neely Accountancy Corporation a sole source provider of audit services and approve the Contract between the County of Inyo and Neely Accountancy Corporation for the bi-annual special district audits in an amount not to exceed \$22,601.25 for the period of July 1, 2013 through June 30, 2014, contingent upon the Board's adoption of future budgets and authorize the Chairperson to sign.

PUBLIC WORKS

23. Request Board approve a resolution accepting the improvements for the Heater Replacement Project and authorize the recording of a Notice of Completion for the Project.

ROAD DEPARTMENT

24. Request Board approve a sole-source Contract between the County of Inyo and the Controller of the State of California for the Annual Road Report for the fiscal year ending June 30, 2013, in an amount not to exceed \$4,000, contingent upon the Board's adoption of a FY 2013-14 budget, authorize the Road Commissioner to sign, and designate the Road Commissioner to sign the Road Report per State Law.

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

25. ***WATER DEPARTMENT*** – Request Board ratify the Contract between the County of Inyo and Ecosystem Sciences, for the provision of Biological Resources Consulting Services in an amount not to exceed \$308,072 for the period of July 1, 2013 through June 30, 2014, contingent upon the Board's adoption of a FY 2013-14 Budget; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
26. ***PLANNING DEPARTMENT*** – Request Board receive a presentation from staff about coordination with the Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input, review the County's Draft Focus Paper Outlines and provide direction, and approve the Public Outreach Plan.
27. ***PLANNING DEPARTMENT*** – Request Board review the U.S. Forest Service's Environmental Assessment Bishop Creek Unauthorized Route Restoration Project and authorize the Chairperson to sign correspondence in regards thereto.
28. ***COUNTY ADMINISTRATOR – Personnel*** – Request Board discussion and director regarding the salary of the Inyo County District Attorney.
29. ***CLERK OF THE BOARD*** – Request approval of the minutes of the Special Meeting of July 31, 2013.

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

- 10:00 a.m. 30. ***COUNTY ADMINISTRATOR – Personnel*** – Request Board conduct a workshop with the County's Labor Counsel, Irma Rodriguez Moisa, the Board of Supervisors role in Human Resources.
31. ***COUNTY ADMINISTRATOR – Risk Management*** – Request Board conduct a workshop on Workers Compensation.
- 11:30 a.m. 32. ***PLANNING*** – Request Board A) consider and approve a resolution titled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Declaring its Intent to Vacate that Portion of Birch Street in West Bishop and Setting and Providing Notice of a Public Hearing on Said Vacation; and B) set the public hearing pursuant to the California Streets and Highways Code for September 3, 2013 at 11:30 a.m.
- 11:45 a.m. 33. ***CLERK-RECORDER*** – Request Board enact an ordinance titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Section 2.14.040 of the Inyo County Code to Establish Fee for Performance of Marriage Ceremony by County Clerk" authorizing the Inyo County Clerk to collect a \$25 fee to perform marriage ceremonies.

- 1:30 p.m. 34. **COUNTY ADMINISTRATOR – Integrated Waste Management** – Request Board A) conduct the third of three workshops regarding Inyo Recycle and Integrated Waste Program to discuss related issues with the focus on waste collection; and B) provide direction to staff regarding potential program changes.
- 3:00 p.m. 35. **ROAD DEPARTMENT** – Request Board accept a presentation regarding the damage to County roads as a result of the flooding, i.e., the Gully Washer Emergency.
- 6:00 p.m. 36. **NOTIFICATION OF SPECIAL MEETING** - the Board of Supervisors will conduct a Special Meeting at the Bishop City Council Chamber at 377 W. Line Street, in Bishop, to take input from the public on the proposed Topic Papers being prepared to guide the development of a new Inyo National Forest Management Plan.

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

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

37. **PUBLIC COMMENT**

38. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)

CORRESPONDENCE - INFORMATIONAL

39. **CALTRANS** – Copy of letter from the Director, Malcom Dougherty to Supervisor Byng Hunt, Chairperson Mono County Board of Supervisors dated July 31, 2013, regarding Caltrans' Encroachment Permits Manual and the impact on local civic events.
40. **U. S. FOREST SERVICE** – Decision Notice and Finding of No Significant Impact for the Wilderness Unauthorized Route Restoration Project Environmental Assessment was signed on July 29, 2013.
41. **CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER** – Notice of Intent to Adopt an Initial Study/Mitigated Negative Declaration for the Proposed Well V817 Rose Valley Pipeline Installation Project.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 20

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

FROM: Inyo Recycle & Waste Management

FOR THE BOARD MEETING OF: August 13, 2013

SUBJECT: Solid Waste Collection and Hauling Rate Increase for Residential and Commercial Service – Permit Areas A & B of Inyo County.

DEPARTMENTAL RECOMMENDATION: Request that your Board 1) consider a resolution establishing a minimum rate schedule for residential and commercial solid waste collection and hauling services for permit areas A, B, C, D, E, and F, and 2) authorize the Chairperson to sign the resolution.

SUMMARY DISCUSSION: The attached Exhibits A and B set a minimum rate schedule for residential and commercial waste hauling services within Inyo County. The Board recently approved an 8% increase to the minimum rates for permit areas A and B; Exhibit A reflects the 8% increase in hauling rates approved by the Board on August 6th. Exhibit B represents the rates in permit areas C, D, E, and F which remain unchanged.

As set forth in the Inyo County Code Section 7.08.150 "Charges", the Board of Supervisors shall approve a fair and equitable rate schedule, and determined that the 8% increase constituted a fair and equitable rate at the August 6th Board of Supervisors meeting.

ALTERNATIVES: Your Board could choose to not adopt the resolution thereby keeping the rates unchanged.

OTHER AGENCY INVOLVEMENT: County Counsel

FINANCING: This action does not impact the Solid Waste Budget. Inyo County currently receives 10% of the permitted waste hauler's annual gross receipts.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) <i>[Signature]</i> Approved: <u>4/12</u> Date <u>8/7/13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE: *[Signature]* Date: 8/7/13

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ESTABLISHING
RESIDENTIAL AND COMMERCIAL RATE SCHEDULES
FOR SOLID WASTE COLLECTION SERVICES IN ALL
SOLID WASTE COLLECTION AREAS OF INYO COUNTY

WHEREAS, Resolution 73-74, adopted by the Board of Supervisors of the County of Inyo on June 13, 1973, established solid waste collection areas within the County of Inyo and,

WHEREAS, Section 7.08.150 of the Inyo County Code requires that the Board of Supervisors set fair and equitable rates, which may be charged for solid waste collection services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Inyo as follows:

1. The rate schedules, attached as Exhibits A and B of this resolution, are hereby established as the approved rate schedules for residential, commercial and roll-off solid waste services in all Solid Waste Collection Areas of the County of Inyo, scheduled to take effect September 1, 2013, replacing Resolution 2011-18.
2. The rate schedules, attached as Exhibits A and B, as herein specified, are effective until changed by resolution of this Board of Supervisors.

PASSED AND ADOPTED by the Board of Supervisors, County of Inyo, State of California, this 13th day of August 2013, by the following vote:

AYES:
NOES:
ABSENT:

Chairman
INYO COUNTY BOARD OF SUPERVISORS

ATTEST: Kevin Carunchio
Clerk of the Board

by: _____
Patricia Gunsolley, Assistant

EXHIBIT A
 MINIMUM CHARGES FOR WASTE HAULING SERVICES
 AREAS A B INYO COUNTY

COMMERCIAL BIN SERVICE – AREA A & B

<u>Size</u>	<u>1/xWeek</u>	<u>2/xWeek</u>	<u>3/xWeek</u>	<u>4/xWeek</u>	<u>5/xWeek</u>	<u>6/xWeek</u>	<u>Ex P/U</u>	<u>Delivery</u>
2-yard	\$63.39	\$105.26	\$149.41	\$196.66	\$242.49	\$289.75	\$31.69	\$31.69
3-yard	\$94.78	\$157.76	\$224.25	\$295.13	\$363.74	\$434.62	\$37.91	\$31.69
4-yard	\$118.98	\$197.22	\$273.34	\$352.29	\$431.23	\$507.77	\$42.44	\$31.69
6-yard	\$178.55	\$295.83	\$410.15	\$528.43	\$646.84	\$761.58	\$63.39	\$31.69

RESIDENTIAL CURBSIDE CART SERVICE – AREAS A & B

<u>60-100 Gallon</u>	<u>Monthly Rate</u>	<u>Extra Pick U</u>	<u>Each Extra Cart</u>
1 Cart	\$20.29	\$5.01	\$10.15

**RESIDENTIAL CURBSIDE SERVICE (CUSTOMER OWNED CONTAINER) –
 AREA B – Cartago, Alabama Hills, Olancha, Darwin, Keeler**

(Per month billed bi-monthly)

30-40 Gallon Container

<u>1 &/or 2 cans</u>	<u>3-cans</u>	<u>4-cans</u>	<u>5-cans</u>	<u>6-cans</u>
\$33.70	\$48.86	\$67.13	\$83.85	\$100.57

Roll-Off Bin Service

<u>Size</u>	<u>Area</u>	<u>Full Rate P</u>	<u>Compactor Roll-Off</u>
20 yard	Bishop	\$231.12	\$288.90
	Big Pine	\$288.90	\$346.68
	Independence	\$358.24	\$416.02
	Lone Pine	\$416.02	\$473.80
	Olancha	\$508.46	\$566.24
	Round Valley	\$288.90	\$346.68
	Starlite	\$288.90	\$346.68
30 yard	Bishop	\$369.79	\$427.57
	Big Pine	\$427.57	\$485.35
	Independence	\$496.91	\$554.69
	Lone Pine	\$554.69	\$612.47
	Olancha	\$647.14	\$704.92
	Round Valley	\$369.79	\$427.57
	Starlite	\$369.79	\$427.57

EXHIBIT B
MINIMUM CHARGES FOR WASTE HAULING SERVICES
AREAS C, D, E, & F INYO COUNTY
(Currently no commercial bin rental in area G, no residential carts in area D & E)

AREAS C & F

COMMERCIAL BIN SERVICE

Size 1/xWeek 2/xWeek

3-yard \$177.25 \$278.85

RESIDENTIAL CURBSIDE CART SERVICE

Size

60-100 Gallon Monthly Rate Extra Cart Extra P/U

1 cart \$23.10 \$6.84 \$10.00

ROLL-OFF BIN SERVICE

Size Area Per Month Delivery Disposal Fee

20 yard C & F \$192.61 \$150.00 \$237.91

AREAS D & E

COMMERCIAL BIN SERVICE

Size 1/xWeek Extra P/U same day All Bins Non-Scheduled P/U

2-yard \$75.39 \$22.84 \$211.11

3-yard \$100.51 \$28.54

4-yard \$125.63 \$34.26

6-yard \$188.46 \$51.38

ROLL-OFF BIN SERVICE

Size Area Per Month Area Per Month

20-yard* D – Tecopa/Sho/CV \$345.50 E – Furnace Creek \$408.31

E – Stove Pipe Wells \$439.70

E – Scotty’s Castle N/A

30-yard* D – Tecopa/Sho/CV \$408.31 E – Furnace Creek \$471.14

E – Stovepipe Wells \$502.53

E – Scotty’s Castle \$629.20

*Plus \$171.32 set up and removal charge.

NOTE: Special collection services and commercial service not specified above shall be negotiated between the customers and permitted waste hauler. These are maximum allowable rates charged. Lesser rates may be charged by the service provider. Extra travel time or mileage fees may apply.



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

For Clerk's Use
Only:
AGENDA NUMBER

21

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

FROM: County Administrator – Information Services

FOR THE BOARD MEETING OF: **August 13, 2013**

SUBJECT: Software Maintenance Agreement for IFAS financial System

DEPARTMENTAL RECOMMENDATION:

A) Request your Board approve the renewal of a Software Maintenance Agreement between SunGuard Public Sector and the County of Inyo for the County's enterprise accounting system IFAS for the period July 1, 2013 through June 30, 2014 in an amount not to exceed \$32,390 contingent on Board approval of FY 2013-14 budget.

SUMMARY DISCUSSION:

The annual maintenance agreement is to ensure basic software support is available and provided by the vendor throughout the agreement period. The maintenance agreement is renewed automatically each year, unless formally terminated by either party prior to 30 days of the automatic renewal. The cost of the annual maintenance is defined in the Licensing Agreement signed by the County in 2006: "SunGard reserves the right to increase Annual Support upon each renewal by an amount equal to the change in the Consumer Price Index (CPI-W for Selected Areas, West Urban, all items) published by the U.S. Bureau of Labor Statistics, over the prior year, plus two percent (2%)."

ALTERNATIVES:

Your Board could choose not to approve the software maintenance agreement in which case basic support of the software would have to be negotiated on an as-needed basis and might not be made available by the vendor.

OTHER AGENCY INVOLVEMENT:

All County departments use and rely heavily upon IFAS to conduct daily operations.

FINANCING:

The cost of the support service renewal for the period from 07/01/2013 – 06/30/2014 was requested in the Information Services FY 2013-14 budget [011801-5177] (Maint. of Computer Systems).

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) <i>[Signature]</i> Approved: <u>yes</u> Date <u>8/8/2013</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature]

Date: 8/8/13

SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

SunGard Public Sector Inc.
A Florida corporation

with headquarters address at:

1000 Business Center Drive
Lake Mary, FL 32746

("SunGard Public Sector")

AND

County of Inyo
(for purposes of this Agreement, "Customer")

with its principal place of business at:

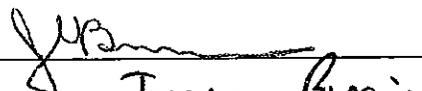
P.O Box 477
Independence, CA 93526

By the signatures of their duly authorized representatives below, SunGard Public Sector and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

Customer

SunGard Public Sector

BY: 
PRINT NAME: MARTY FORTNEY
PRINT TITLE: CHAIRPERSON
DATE SIGNED: 8-7-12

BY: 
PRINT NAME: James Bresica
PRINT TITLE: VP-HR
DATE SIGNED: 7/25/12

THIS AGREEMENT is entered into between SunGard Public Sector and Customer on the Execution Date, and SunGard Public Sector's obligations hereunder will commence on Execution Date.

SunGard Public Sector and Customer have entered into a Software License and Support Agreement dated December 20, 2006 (the "License Agreement") for the Software. Customer desires that SunGard Public Sector provide Maintenance and Enhancements for and new releases of the Baseline Software identified in Exhibit 1 on the terms and conditions contained in this Agreement, and for the Custom Modifications identified in Exhibit 1 on the terms and conditions of this Agreement. Accordingly, the parties agree as follows:

1. Definitions.

"Exhibit 1" means, collectively: (i) The schedule attached to this Agreement which is marked as "Exhibit 1," including all attached Software Supplements; and (ii) any schedule also marked as "Exhibit 1" (also including any attached Software Supplements) that is attached to any amendment to this Agreement. Other appendices to this Agreement are numbered sequentially and are also "Appendices."

"Baseline" means the general release version of a Component System as updated to the particular time in question through both SunGard Public Sector's warranty services and SunGard Public Sector's Maintenance Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means non-public information of a party to this Agreement. Confidential Information of SunGard Public Sector includes the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Software and any software provided with the Software. Confidential Information does not

include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Documentation" means the on-line and hard copy functional and technical specifications that SunGard Public Sector provides for a Baseline Component System, and that describe the functional and technical capabilities of the Baseline Component System in question.

"Execution Date" means the latest date shown on the signature page of this Agreement.

"Equipment" means a hardware and systems software configuration meeting the "Equipment" criteria set forth in Exhibit 1.

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

"Software" means the Component Systems listed in Exhibit 1.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Recipient" means the party receiving Confidential Information of the Discloser.

"Software Supplement" means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, the period identified in Exhibit 1.

"Custom Modification" means a change that SunGard Public Sector has made at Customer's request to any Component System in accordance with a SunGard Public Sector-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which SunGard Public Sector will provide Customer with Improvements is identified in Exhibit 1.

"Defect" means a material deviation between the Baseline Component System and its Documentation, for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control. Further, with regard to each Custom Modification, "Defect" means a material deviation between the Custom Modification and the SunGard Public Sector-generated specification and documentation for such Custom Modification, and for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

"Enhancements" means general release (as opposed to custom) changes to a Baseline

Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement.

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Exhibit 2.

"New Releases" means new editions of a Baseline Component System or Custom Modification, as applicable.

"Notification" means a communication to SunGard Public Sector's help desk by means of: (i) SunGard Public Sector's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard Public Sector's then-current policies and procedures for submitting such communications.

2. Services.

(a) Types of Services. During the term of this Agreement, SunGard Public Sector will provide Customer with Maintenance for, Enhancements of, and New Releases of each Baseline Component System and each Custom Modification identified in Exhibit 1.

(b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License Agreement and this Agreement. SunGard Public Sector's obligation to provide Customer with Improvements for Baseline Component Systems owned by parties other than SunGard Public Sector is limited to providing Customer with the Improvements that the applicable third party owner provides to SunGard Public Sector for that Baseline Component System. Customer

must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations under this Agreement, including remote access to the Equipment.

3. Payment and Taxes.

(a) Maintenance Fees. For the Improvements, Customer will pay SunGard Public Sector the amount provided for in Exhibit 1 as the "Payment Amount" for the first Contract Year. For each Contract Year subsequent to the initial Contract Year, SunGard Public Sector reserves the right to increase the Improvements fees. Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification.

(b) Additional Costs. Customer will also reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with Improvements under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by SunGard Public Sector's Corporate Travel and Expense Reimbursement Policy and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice.

(c) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the Improvements, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

(d) Late Charges. Customer will pay each SunGard Public Sector invoice by no later than thirty (30) days after receipt. Late

payments are subject to a late charge equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); or (ii) the highest rate permitted by applicable law.

4. Term. This Agreement will remain in full force and effect throughout the initial Contract Year. After the initial Contract Year, this Agreement will renew for an additional Contract Year unless, at least thirty (30) days prior to the expiration of the initial Contract Year, Customer notifies SunGard Public Sector in writing of Customer's intent not to renew the Agreement for the second Contract Year. After the second Contract Year, this Agreement will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Agreement for any particular Baseline Component System/Custom Modification at least thirty (30) days prior to the expiration of the then-current Contract Year. In the event that (1) through your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to SunGard Public Sector in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination you shall send SunGard Public Sector written notice stating that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. You must certify that, under the circumstance of non-appropriated funds, the canceled Maintenance is not being replaced by similar contracted services during the ensuing fiscal year.

5. Disclaimer of Warranties. Customer agrees and understands that SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SUNGARD PUBLIC SECTOR EXPRESSLY

DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUNGARD PUBLIC SECTOR, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.

6. Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Agreement can effect such termination by providing the other party with a termination notice that specifies the effective date of such termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

7. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Software and any software provided with the Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, Customer's obligations to maintain both the Software and any software provided with the

Software as confidential will survive in perpetuity.

8. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices.

9. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

10. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: SunGard Public Sector's assignment of this Agreement or of any SunGard Public Sector rights under this Agreement to SunGard Public Sector's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and SunGard Public Sector's assignment of this Agreement to any person or entity to which SunGard Public Sector transfers any of its rights in the Software.

11. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

12. Choice of Law; Severability. This Agreement will be governed by and construed under the laws of the State of Florida, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

13. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR FOR THE IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

(b) EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT

(INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

14. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

**EXHIBIT 1
Maintenance Software Identified**

Customer: Inyo County, CA

CONTRACT YEAR: July 01, 2012 to June 30, 2013 and each annual term thereafter.

Improvement fees for Baseline IFAS Component System

Application	Annual Fee 7/1/12-6/30/13
IFAS - General Ledger	\$ -
IFAS - Budget Item Detail	\$ -
IFAS - Accounts Payable	\$ -
IFAS - Accounts Receivable/Cash Receipts	\$ -
IFAS - Bank Reconciliation	\$ -
IFAS - Purchasing	\$ -
IFAS - Fixed Assets	\$ -
IFAS - Payroll	\$ -
IFAS - Time Card OnLine	\$ -
IFAS - Human Resources	\$ -
IFAS - Employee Online	\$ -
IFAS - Applicant Online	\$ -
IFAS - Click, Drag, & Drill (Report Writer)	\$ -
IFAS - Easy Laser Forms	\$ -
IFAS - Documents OnLine 7i Architecture Finance/HR	\$ -
IFAS - Support	\$ 30,236.28
SUBTOTAL:	\$ 30,236.28
TAX:	\$ 1,171.65
TOTAL:	\$ 31,407.93

Improvement fees are due thirty (30) days prior to the commencement of the Contract Year for which such fees are being remitted. Improvement fees for any Contract Year subsequent to the second full Contract Year are subject to change and will be specified by SunGard Public Sector in an annual invoice.

1. **SUNGARD PUBLIC SECTOR ASSISTANCE**

- 1.1. **Remote Assistance.** SunGard Public Sector will provide to Customer, from 5a.m. to 5p.m. PT, Monday through Friday (SunGard Public Sector Holidays excepted), telephone, fax, and e-mail supported assistance regarding Customer's authorized use of Software. Customer agrees to attempt to locate information provided in Documentation prior to use of Remote Assistance. In addition, SunGard Public Sector will provide self service-based assistance. SunGard Public Sector will provide help desk support for a single production account and, at a reduced priority, a single test account.
- 1.2. **Resolution Assistance.** Customer will provide to SunGard Public Sector reasonably detailed documentation and explanation of issues to be resolved, together with underlying data, to substantiate any problem or failure and to assist SunGard Public Sector in its efforts to diagnose, reproduce and correct the problem or failure.
- 1.3. **Non Software Assistance.** Non Software Assistance requests (e.g. requests for assistance with hardware, operating systems, database management systems, networks, printer configuration, etc.) are outside the scope of this Annual Support Agreement. However, at Customer's request, Non Software Assistance may be provided on a time and materials basis, as available, at the sole discretion of SunGard Public Sector.

2. **SOFTWARE NEW RELEASES**

- 2.1. SunGard Public Sector will log-on to Customer's designated server, with authorization from Customer, and load the server-based New Releases into a single Account. New Releases for local Windows™ based Software, if any, will be sent to Customer, including Customer loading instructions. Improvements will be accompanied by updates to the Documentation as necessary.
- 2.2. **Functional Compliance.** SunGard Public Sector will use commercially reasonable efforts to provide Improvements to cause the Software to continue to conform to GASB and GAAP requirements, and to maintain accurate Federal and State payroll tax tables (as published by the taxing authorities) and their related calculation processes. In the event that original programming is required to meet any other mandated Software change (including State, Federal, or Local mandated changes), the development costs will be borne by all Customers who utilize that Software change.

3. **CUSTOMER OBLIGATIONS**

- 3.1 **Remote Support.** Customer agrees to maintain, at its own expense, a means of access for SunGard Public Sector's remote support by one of the following options for the duration of this Agreement :

Option 1: SafetyNet – a dedicated pre-configured server that resides at the Customer site, utilizing Microsoft Virtual Private Network. This option restricts the

firewall opening to an authenticated port, and establishes a secure connection between SunGard Public Sector and the Customer.

Option 2: Microsoft VPN – a Microsoft compliant VPN on a dedicated server with a single user account to be used by SunGard Public Sector support staff; no components to be loaded on SunGard Public Sector support workstations.

Option 3: Cisco VPN – a Cisco compliant VPN connection with a single user account to be used by SunGard Public Sector support staff; no components to be loaded on SunGard Public Sector support workstations.

Option 4: Web based VPN – any VPN solution that does not require components be loaded on the support workstations.

3.2. Third Party Products Requirement. Customer is advised that in order to use certain Enhancements or other features of a New Release of a Component System, Customer may need to obtain SunGard Public Sector-designated third party software or peripherals that are not included as part of the Improvements fees, and that are not provided by SunGard Public Sector.

3.3. Improvements Surcharge Imposed In Certain Instances. At the commencement of any Contract Year where Customer is operating on a version of a Baseline Component System that is more than two (2) New Releases behind the then-current New Release for any Component System, SunGard Public Sector will assess a ten percent (10%) surcharge over and above the Improvements fee for that Contract Year, with such surcharge to be imposed on a prorated basis for the portion of the Contract Year that Customer remains on a New Release that is more than two (2) New Releases behind the then-current New Release of the Component Systems in question. Once Customer is using a New Release that is no more than two (2) New Releases behind the then-current New Release, the Improvements surcharge will be removed on a prospective basis, as of the date that Customer is using the New Release that is no more than two (2) New Releases behind the then-current New Release.

SUNGARD[®] PUBLIC SECTOR

1000 Business Center Drive
 Lake Mary, FL 32746
 800-727-8088
 www.sungardps.com

Invoice

Company	Document No	Date	Page
LG	66171	31/May/2013	1 of 2

Bill To: County of Inyo
 P.O. Box 477
 INDEPENDENCE, CA 93526
 United States
 Attn: Annette Wood

Ship To: County of Inyo
 P.O. Box 477
 INDEPENDENCE, CA 93526
 United States
 Attn: Annette Wood

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1	5980LG	County of inyo	USD	NET30	30/Jun/2013

No	SKU Code/Description/Comments	Units	Rate	Extended
Contract No. INYO-3				
1	OS - General Ledger Maintenance Start: 01/Jul/2013, End: 30/Jun/2014	1.00	0.00	0.00
2	OS - Budget Item Detail Maintenance Start: 01/Jul/2013, End: 30/Jun/2014	1.00	0.00	0.00
3	OS - Accounts Payable Maintenance Start: 01/Jul/2013, End: 30/Jun/2014	1.00	0.00	0.00
4	OS - Accounts Receivable/Cash Receipts Maintenance Start: 01/Jul/2013, End: 30/Jun/2014	1.00	0.00	0.00
5	OS - Bank Reconciliation Maintenance Start: 01/Jul/2013, End: 30/Jun/2014	1.00	0.00	0.00
6	OS - Purchasing Maintenance Start: 01/Jul/2013, End: 30/Jun/2014	1.00	0.00	0.00
7	OS - Fixed Assets Maintenance Start: 01/Jul/2013, End: 30/Jun/2014	1.00	0.00	0.00
8	OS - Payroll Maintenance Start: 01/Jul/2013, End: 30/Jun/2014	1.00	0.00	0.00
9	OS - Time Card On-Line Maintenance Start: 01/Jul/2013, End: 30/Jun/2014	1.00	0.00	0.00
10	OS - Human Resources Maintenance Start: 01/Jul/2013, End: 30/Jun/2014	1.00	0.00	0.00
11	OS - Employee Online Maintenance Start: 01/Jul/2013, End: 30/Jun/2014	1.00	0.00	0.00
12	OS - Applicant OnLine Maintenance Start: 01/Jul/2013, End: 30/Jun/2014	1.00	0.00	0.00
13	OS - Click, Drag, & Drill (Report Writer) Maintenance Start: 01/Jul/2013, End: 30/Jun/2014	1.00	0.00	0.00
14	OS - Easy Laser Forms Maintenance Start: 01/Jul/2013, End: 30/Jun/2014	1.00	0.00	0.00

SUNGARD[®] PUBLIC SECTOR

1000 Business Center Drive
 Lake Mary, FL 32746
 800-727-8088
 www.sungardps.com

Invoice

Company	Document No	Date	Page
LG	66171	31/May/2013	2 of 2

Bill To: County of Inyo
 P.O. Box 477
 INDEPENDENCE, CA 93526
 United States
 Attn: Annette Wood

Ship To: County of Inyo
 P.O. Box 477
 INDEPENDENCE, CA 93526
 United States
 Attn: Annette Wood

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 5980LG	County of Inyo		USD	NET30	30/Jun/2013

No	SKU Code/Description/Comments	Units	Rate	Extended
15	OS - Documents On-Line Maintenance Start: 01/Jul/2013, End: 30/Jun/2014	1.00	0.00	0.00
16	OS Support Maintenance Start: 01/Jul/2013, End: 30/Jun/2014	1.00	31,143.37	31,143.37
Contract No.				
17	Tax (Type - MA)	1.00	1,245.74	1,245.74
			Page Total	32,389.11

Remit Payment To: SunGard Public Sector Inc.
 Bank of America
 12709 Collection Center Drive
 Chicago, IL 60693

Subtotal	31,143.37
Sales Tax	1,245.74
Invoice Total	32,389.11
Payment Received	0.00
Balance Due	32,389.11



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

22

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

FROM: Amy Shepherd, Auditor-Controller
FOR THE BOARD MEETING OF: August 13, 2013
SUBJECT: Contract Service for Auditing Services

DEPARTMENTAL RECOMMENDATION:

Request Board of Supervisors 1) declare Neely Accountancy Corp a sole source Contractor and , 2) approve a contract between the County of Inyo and Neely Accountancy Corp for the bi-annual special district audits in an amount not to exceed \$22,601.25 for FY 2013/2014 and authorize chairperson to sign, contingent on the Board's adoption of the FY 2013/2014 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

California Government Code sections 26909 set forth requirements for auditing of the Special Districts' financial records. The County is responsible to ensure that a financial audit of the eighteen special districts is performed and that the audit reports are delivered to the State Controller's Office. This engagement is unique because Inyo County has a large number of extremely small special districts. The County Auditor's Office has found that the best way to ensure compliance and obtain the best price is to facilitate one contract for all eighteen districts. An informal inquiry of three CPA firms has indicated that the standard rate for auditing a small entity runs from \$3,000 to \$5,000 per audit. Many of the special districts simply do not have the funds to meet this legal mandate, and such a large increase in expenditures would be a hardship. By consolidating all eighteen audits onto one contract, the average cost is approximately \$1,000 per audit. However, many of the smaller districts' audit fees will be drastically less as the cost is based on budget size. As a result, the special districts will have a substantial cost savings.

The Auditor's Office facilitates the special district audits' by providing services such as gathering data, managing the contract, providing communications between the special districts and the CPA firm, and generally overseeing the audit process, all which further decrease the cost to the special districts, and increase the County's value to its constituents.

ALTERNATIVES:

The Board could require that a Request For Proposal be issued; however, this is not recommended because Neely Accountancy Corp has already preformed three bi annual audit cycles and has spent a substantial amount of time familiarizing itself with the County's and the Special Districts' policies and procedures. If a new contractor was awarded this contract, additional hours would have to be spent in order for the contractor to get familiar with these policies and procedures

The Board could require the special districts to obtain their own audit services. This is not recommended since most of them do not have the experience or knowledge to determine whether the CPA firm is qualified. Additionally, they will not be able to take advantage of the reduced prices available when they are audited as a group and the County guarantees payment.

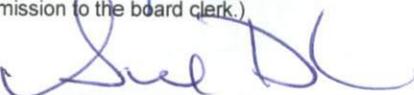
OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved the proposed contract.

FINANCING:

The Auditor-Controller Requested Budget for FY 2013/2014 will include an appropriation for this item along with a revenue offset. The County pays the contract and then is reimbursed on a pro-rata basis, determined by budget size of the districts.

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: <u>yes</u> Date <u>7/30/2013</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>7-30-13</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: <u>✓</u> Date <u>8/1/13</u>

DEPARTMENT HEAD SIGNATURE:

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$22,601.25 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

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

18. CONFIDENTIALITY.

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

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

19. CONFLICTS.

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

20. POST AGREEMENT COVENANT.

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

21. SEVERABILITY.

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

22. FUNDING LIMITATION.

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

23. ATTORNEY'S FEES.

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

24. AMENDMENT.

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

25. NOTICE.

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

County of Inyo	
Auditor-Controller	Department
PO Drawer R	Street
Independence, CA 93526	City and State

Contractor:	
Tom Neely	Name
10757 McLennan Ave.	Street
Granada Hills, CA 91344	City and State

26. ENTIRE AGREEMENT.

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

///

///

AGREEMENT BETWEEN COUNTY OF INYO
AND Neely Accountancy Corp.
FOR THE PROVISION OF Auditing Services SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Thomas Neely
Signature

Thomas Neely
Print or Type Name

Dated: 7-26-13

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Neely Accountancy COrp
FOR THE PROVISION OF Auditing Services SERVICES**

TERM:

FROM: 7/1/2013 **TO:** 6/30/2014

SCOPE OF WORK:

1. Duties: The Auditor shall examine and audit all books, records, and accounts of the following Special Districts: Big Pine Cemetery, Big Pine Community Service District, Big Pine Fire Protection District, Darwin Community Service District, East Independence Sanitary District, Independence Cemetery, Independence Fire Protection District, Keeler Community Service District, Lone Pine Community Service District, Lone Pine Fire Protection District, Mt. Whitney Cemetery District, Olancha Community Service District, Pioneer Cemetery District, Sierra Highlands Community Service District, Southern Inyo Fire Protection District, Starlite Community Service District, Tecopa Cemetery District, and Sierra North Community Service District for the fiscal years ending June 30, 2012 and June 30, 2013.
2. Standards: The audit shall be done in accordance with generally accepted auditing standards as they relate to governmental entities.
3. Time: The audit shall be performed and financial statements submitted to the Auditor-Controller no later than December 31, 2013.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Neely Accountancy Corp.
FOR THE PROVISION OF Auditing Services SERVICES**

TERM:

FROM: 7/1/2013 **TO:** 6/30/2014

SCHEDULE OF FEES:

1. The County shall pay the contractor \$22,601.25 for all services and work performed pursuant to this contract.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Neely Accountancy Corp.
FOR THE PROVISION OF Auditing Svices **SERVICES****

TERM:

FROM: 7/1/2013

TO: 6/30/2014

Form W-9

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

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND Neely Accountancy Corp.
FOR THE PROVISION OF Auditing Services SERVICES**

TERM:

FROM: 7/1/2013

TO: 6/30/2014

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and 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:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance 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.

(Not required if consultant provides written verification it has no employees)

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

If the Consultant 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 auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant'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 Consultant's insurance and shall not contribute with it.

Notice of Cancellation

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

Waiver of Subrogation

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant 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 Consultant to 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.

Claims Made Policies

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

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

Verification of Coverage

Consultant shall furnish 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 Consultant'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.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

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.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
Only:

AGENDA NUMBER

23

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: August 13, 2013

SUBJECT: Resolution and Notice of Completion for the Heater Replacement Project – Big Pine Town Hall; Independence American Legion Hall.

DEPARTMENTAL RECOMMENDATIONS:

1. Recommend the Board approve the resolution accepting the improvements for the Heater Replacement Project; and,
2. Authorize the recording of a Notice of Completion for the Heater Replacement Project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: Mojave Desert Heating and Cooling, Inc. of Bishop, California recently completed construction of the Heater Replacement Project. This project consisted of the removal and replacement of liquid propane fueled Furnace Heaters at the Big Pine Town Hall Building, located at 180 Dewey Street, Big Pine, CA; and, the American Legion Hall Building, located at 205 South Edwards Street, Independence, CA.

The originally approved construction contract amount for the Heater Replacement Project was \$14,900. The total final cost for constructing the project, including all change orders, engineering inspection and oversight, was \$14,900.

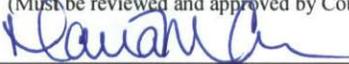
On July 17, 2013 a final inspection was performed and the improvements were determined to be complete to the satisfaction of the Interim Public Works Director. Accordingly, the director is requesting that the Board adopt the attached resolution, which accepts the completed improvements and authorizes 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: County Counsel has reviewed the resolution. The County Auditor's office will pay the retention currently being withheld.

FINANCING: The funds for this project will be provided through the Public Works Department – Deferred Maintenance Budget 011501, Object Code 5460, Structures and Improvements.

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>7/3/13</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>8/2/13</u>
PERSONNEL DIRECTOR <u>N/A</u>	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: 8/5/13

RESOLUTION # 2013 -

**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 HEATER REPLACEMENT PROJECT**

WHEREAS, Clint Quilter, Director of Public Works for the County of Inyo, has determined that the Heater Replacement Project has been completed by Mojave Desert Heating and Cooling, 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 Heater Replacement Project.

Passed, approved and adopted this _____th day of August, 2013 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 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 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 Heater Replacement Project on the property hereinafter described was completed on July 17, 2013 and was accepted by the Inyo County Board of Supervisors on _____, 2013.
2. The property on which the Heater Replacement Project has been completed is located at the Big Pine Town Hall, 180 Dewey Street, Big Pine, CA 93513; and, American Legion Hall, 205 S. Edwards Street, Independence, CA 93526.
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 the real property upon which the Heater Replacement Project occupies, located at the Big Pine Town Hall, 180 Dewey Street, Big Pine, CA 93513; and, the American Legion Hall, 205 S. Edwards Street, Independence, CA 93526.
4. The undersigned, Clint Quilter, is the Director of Public Works of the County of Inyo and, has been duly authorized pursuant to Resolution adopted _____, 2013 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 Heater Replacement Project, pursuant to contract with the owner, is Mojave Desert Heating and Cooling, 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: _____
Clint Quilter,
Director of Public Works

VERIFICATION

STATE OF CALIFORNIA)
) SS.
COUNTY OF INYO)

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

Dated: _____

Clint Quilter,
Director of Public Works



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

24

FROM: ROAD DEPARTMENT

FOR THE BOARD MEETING OF: August ¹³~~6~~, 2013

SUBJECT: Contract for Services to Prepare the Annual Road Report

DEPARTMENTAL RECOMMENDATIONS:

1. Request your Board approve the sole source contract with the Controller of the State of California for the preparation of the annual Road Report for the fiscal year ending June 30, 2013, in an amount not-to-exceed \$4,000.00, and
2. Designate the Road Commissioner to sign the Road Report per State Law, and
3. Authorize the Road Commissioner to sign the contract, contingent upon the Board's adoption of the fiscal year 2013/14 budget.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The Streets and Highways Code Section 2151 requires that the Road Department submit an Annual Road Report (Report) each year, which documents how the County expended the funds deposited in the Road Fund from the previous fiscal year. A representative from the State of California typically prepares the Report for several Counties throughout the State and has prepared the Report for Inyo County for many years. Consequently, they are most familiar with the requirements of the State and warrant consideration as a sole source provider of this service. Additionally, although the contract amount is set as NTE \$4,000, the actual amount charged has been less than that in the recent past, and was only \$2,916 last year.

ALTERNATIVES:

The Board could deny the contract with the Controller of the State of California and direct the Road Department to submit an RFP to outside agencies to prepare the document. This alternative is not recommended, as the State of California has prepared the Road Report at a reasonable cost to the County in the past years. Your Board could authorize the Road Commissioner to sign the agreement annually.

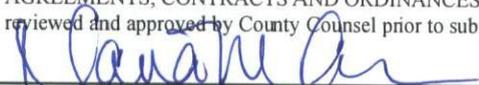
OTHER AGENCY INVOLVEMENT:

County Counsel, Auditor's office

FINANCING:

The Road Department has identified funds for this contract in Budget Unit 034600, Object Code 5265, Professional & Special 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: yes Date 7/31/13

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
 Approved: yes Date 8/2/13

PERSONNEL DIRECTOR PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)
Approved: N/A Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 8/5/13



JOHN CHIANG
California State Controller

**CONTRACT FOR SERVICES TO PREPARE
THE ANNUAL ROAD REPORT**

This contract is executed in triplicate, between the Office of the State Controller, Division of Audits, and Inyo County.

Whereas Section 2151 of the California *Streets and Highways Code* requires counties to file an Annual Road Report,

Whereas Section 2151 of the California *Streets and Highways Code* requires this Report to be filed with the Controller on or before October 1 of each year; and

Whereas the Controller is able to furnish and the county wishes to receive the services of the Controller to prepare its report; now therefore, in consideration of the following promises and conditions, the parties hereby agree that:

- I. For the fiscal year ended June 30, 2013, the Controller shall assist in the preparation of the county's report.
- II. The report shall be in the form prescribed by the Controller.
- III. It shall include a statement of all revenues and expenditures concerning county roads, and shall be prepared from the county's records made available to the Controller.
- IV. The report will be prepared from the county's unaudited records, and no determination shall be made at time of preparation regarding the accuracy of the records or the legality of the expenditures reported herein. The county understands that the report is subject to subsequent review by the Controller and exceptions may be taken at the time regarding the legality of expenditures contained in the report or the accuracy of the records from which the report was prepared.
- V. The Controller will furnish sufficient personnel to complete the report on or before October 1, 2013, except that the Controller is excused from such date if the county's accounting records and personnel are not ready for the preparation of the report at the time scheduled by the Controller and the county or if circumstances beyond the control of the parties prevent completion.
- VI. The county will designate a management-level individual to be responsible and accountable for overseeing the non-audit service.
- VII. The county will establish and monitor the performance of the non-audit service to ensure that it meets management's objectives.
- VIII. The county will make any decision that involves management functions related to the non-audit service and accepts full responsibility for such decisions.

- IX. The county will evaluate the adequacy of the services performed and any findings that result.
- X. This contract is subject to the Controller's charges for services rendered, and such charges shall be computed in accordance with Sections 8755 and 8755.1 of the State Administrative Manual. Charges shall include both direct and indirect costs, and shall be expressed in dollars per unit time whenever possible.
- XI. Except as provided in paragraph XII, the aggregate cost of services provided under this agreement shall not exceed \$4000.
- XII. If unforeseen circumstances develop during the course of the Controller's preparation of the report and additional time is needed to complete preparation, the parties will confer; and if it is agreed that the preparation of the report is to continue, the Controller is to be compensated for any additional time required. In any case, the Controller shall be compensated for services rendered prior to the development of such unforeseen circumstances.
- XIII. Upon completion of the report, the Controller will furnish one copy to the county and will retain one copy.
- XIV. The county will pay the Controller for services rendered in a timely manner (including additional time pursuant to Paragraph XII) and hereby warrants that funds are available from which payment may be made.
- XV. Either party may terminate this contract by giving seven days written notice. Notice may be served in person or by mail on the officer at the following address and is effective upon receipt. During the seven-day period, the Controller may continue with the preparation of the report then in progress.

Steven Mar, Chief
 Local Government Audits Bureau
 Division of Audits
 Post Office Box 942850
 Sacramento, CA 94250-5874

Inyo County

JOHN CHIANG
 STATE CONTROLLER

By: _____
 Signature

By: _____

Printed Name: _____

JEFFREY V. BROWNFIELD
 Chief, Division of Audits

Title: _____

Date: _____

Address: _____

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

25

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

FROM: Water Department

FOR THE BOARD MEETING OF: August 13, 2013

SUBJECT: Approval of Contract between the County of Inyo and Ecosystem Sciences Incorporated

DEPARTMENTAL RECOMMENDATION: Request your Board ratify the Contract between the County of Inyo and Ecosystem Sciences, for the provision of Biological Resources Consulting Services in an amount not to exceed \$308,072 for the period of July 1, 2013 to June 30, 2014 contingent on the Board's adoption of a FY 2013-2014 Budget; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

SUMMARY DISCUSSION: The 1997 MOU calls for employing a biological consultant to provide the MOU parties with adaptive management recommendations for the Lower Owens River Project (LORP). Ecosystems Sciences Incorporated (ESI), out of Boise ID, has provided these services and will, by agreement with Los Angeles Department of Water and Power, again serve as the MOU consultant in FY 2013-2104.

The costs of consultants, if any (including Ecosystems Science), who assist in LORP-related monitoring, data collection, data analysis, and/or reporting, is a post-implementation cost that is shared by Inyo County and LADWP (Post Implementation Agreement Section II.D.4).

The FY 2013-2014 LORP Work Plan, identifies tasks to be carried out by MOU consultants. These include:

- Seasonal Habitat Flow recommendation
- Flooded extent evaluation
- Rapid assessment evaluation
- Creel census
- Annual report evaluation
- Annual adaptive management recommendations
- Project Management and Meetings

ALTERNATIVES: The Board could deny the request, and require that the contract be administered and funded in another manner. This alternative would delay ESI's work and interfere with meeting mandated reporting schedules.

OTHER AGENCY INVOLVEMENT: LADWP

FINANCING:

Funding for the LORP is provided for and circumscribed by a lengthy series of agreements and Court orders.

Section XII of the Water Agreement provides that: (1) the County will fund one-half of the LORP initial construction costs (up to a maximum of \$3.75 million—less any funds contributed to cover the initial construction costs by the State of California or other non-LADWP sources), (2) LADWP will fund the remaining initial construction costs of the LORP, and (3) LADWP and the County will jointly fund and operate the LORP after it has been implemented (except for the costs of operating and maintaining the pump station which will be funded by LADWP).

On August 8, 2005, the Court sanctioned LADWP to the effect that, starting September 5, 2005, and until Los Angeles established permanent baseflows of approximately 40 cfs throughout the Lower Owens River, Los Angeles paid \$5,000 per day into an escrow account established by Los Angeles and Inyo County. The proceeds of the account, including accrued interest may only be used for: (1) to pay for Special Master services associated with establishment of flow in the LORP, (2) to pay the County's share of post-implementation costs for the LORP, and (3) to pay the cost of monitoring habitat indicator species at the direction of the California Department of Fish and Game for a five year period in an amount not to exceed a cumulative total of \$100,000, and (4) to pay the cost of the escrow account. The Special Master's role in the establishment of LORP baseflows has terminated. The escrow account is held by the County Treasury as Trust Account 504103, Sierra Club vs LADWP ("Trust Account").

On September 16, 2005, the County and the LADWP entered into a settlement agreement ("LORP Funding Agreement") whereby LADWP agreed to provide \$5,242,965.00 to the County. With regard to the County's obligation to fund \$3.75 million of the LORP implementation costs, the LORP Funding Agreement provides that LADWP will provide a credit to the County in the amount of \$2,989,932.00. The LORP Funding Agreement also acknowledges that the provision of this credit, in combination with the County's previous application of \$360,000.00 obtained from the U.S. Bureau of Reclamation, \$250,000.00 obtained from the U.S. Department of Housing and Urban Development, and \$150,068.00 obtained from the EPA to LORP initial construction costs, fully discharged the County's obligation for the payment of \$3.75 million for the LORP initial construction costs.

With regard to the County's obligation to fund a portion of the LORP post-implementation costs, the LORP Funding Agreement provides as follows: (1) the difference between \$5,242,965.00 and the \$2,989,932.00 that will be applied to the LORP initial construction costs (a difference of \$2,253,033.00), will be a credit held in trust by LADWP. This "Post Implementation Credit" will be used to partially fund the County's obligation to pay one half of the LORP post-implementation costs; (2) each year, the then remaining amount of this Post Implementation Credit will be reduced by the County's share of the LORP post-implementation costs until the \$2,253,033.00 credit has been reduced to zero; (3) each year, the then remaining unexpended portion of the \$2,253,033.00 will be annually adjusted upward or downward in accordance with the Los Angeles--Anaheim--Riverside All Urban Consumers Price Index ("CPI") or its successor; (4) the annual CPI adjustment will take place prior to deduction of a credit for County's annual share of the LORP post-implementation costs; and (5) the CPI adjustment will commence when LADWP has established a permanent baseflow of approximately 40 cfs in the LORP. The balance of the Post Implementation Credit held in trust by LADWP was \$1,339,087 as of July 23, 2012.

The LORP Funding Agreement also provides that Trust Account will be established in the Inyo County Treasury as a trust account and that the interest earned on the fund balance will remain in the account. The LORP Funding Agreement also provides that only after the \$2,253,033.00 Post Implementation Credit (adjusted as described above) has been reduced to zero, will the County begin to pay its share of the LORP post-implementation costs from the Trust Account; however, the County may elect to reimburse itself from the Trust Account for LORP related costs incurred by the County.

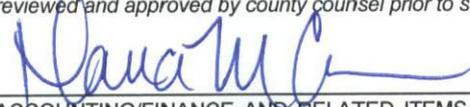
On July 11, 2007, the parties to the MOU entered into a Stipulation and Order resolving issues of compliance with the MOU. In the Stipulation and Order, the parties agree that as of July 11, 2007, LADWP had established a permanent baseflow of approximately 40 cfs in the LORP. The Stipulation and Order also provides for monitoring and reporting of the baseflow flows throughout the LORP. With the entry of the

Stipulation and Order on July 11, 2007, LADWP ceased making payments of \$5,000.00 per day into the Trust Account established pursuant to the Court Order because, as of that date, LADWP had established a permanent baseflow of approximately 40 cfs in the LORP. On July 1, 2013, there was \$3,607,362.63 in the Trust Account.

On June 1, 2010, LADWP and the County entered into a LORP Post-Implementation Funding Agreement delineating the joint funding mechanisms that would be used to fund and implement the LORP. The LORP Post-Implementation Agreement, Section N provides that:

Only after the credit has been fully expended will the County be required to pay to LADWP its share of the LORP post-implementation costs from the trust account ... however, before the credit has been fully expended, the County may reimburse itself from the trust account for LORP-related, non-reimbursed costs incurred by the County for activities or work performed by the County that the County conducts under an annual work plan and budget that has been approved by the County and LADWP.

The LORP Trust Account (504103) or the Water Department budget (024102), Professional Services (5265) will fund this contract. Both accounts have sufficient fund balance to cover the contract.

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: <u>yes</u> Date <u>7/22/13</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>7/22/13</u>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

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



Date: 8/1/13

**AGREEMENT BETWEEN COUNTY OF INYO
AND ECOSYSTEM SCIENCES
FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the **Biological Resources Consulting** services of **Ecosystem Sciences of Boise, Idaho** (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from **July 1, 2013** to **June 30, 2014** unless sooner terminated as provided below.

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed **Three Hundred Eight Thousand and Seventy-Two** Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

1. Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
2. Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
3. The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. **WORK SCHEDULE.**

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

7. COUNTY PROPERTY.

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

B. Products of Consultant 's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Consultant 's services or work under this Agreement are, and at the termination of this Agreement remain, the property of the Consultant. County has the right to copies of such work products and to publicize and use such work product as the County, in its sole discretion, deems appropriate.

8. INSURANCE.

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

9. STATUS OF CONSULTANT.

All acts of Consultant, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent Consultants, and not as agents, officers, or employees of

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

- A. Consultant shall determine the method, details, and means of performing the work and services to be provided by Consultant under this Agreement.
- B. Consultant shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement.
- C. Consultant, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent Consultant's, and not as employees of County.

10. DEFENSE AND INDEMNIFICATION.

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

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

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

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

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

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

17. CONFIDENTIALITY.

Consultant agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Consultant in the course of providing services and work under this Agreement shall be privileged, restricted, or confidential.

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement.

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (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 Consultant or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

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

Name
Street
City and State

Consultant :
Ecosystem Sciences
202 N. 9th Suite 400
Boise, ID 83702

Name
Street
City and State

Consultant :

Ecosystem Sciences
202 N. 9th Suite 400
Boise, ID 83702

Name
Street
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.

///

////

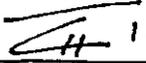
**AGREEMENT BETWEEN COUNTY OF INYO
AND ECOSYSTEM SCIENCES
FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES**

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

COUNTY OF INYO

CONSULTANT

By: _____

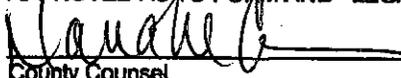
By:  _____

Dated: _____

Signature
Zach T. Hill / *ECOSYSTEM SCIENCES*
Print of Type Name

Dated: JUNE 27, 2013

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

dg/Contracts/MiscAgreements/EcosystemSciences.Water

ATTACHMENT A
AGREEMENT BETWEEN COUNTY OF INYO
AND ECOSYSTEM SCIENCES
FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING SERVICES

TERM:

FROM: JULY 1, 2013 TO: JUNE 30, 2014

SCOPE OF WORK:

See Attachment A

C. MOU Consultants

TASK 1

Seasonal Habitat Flow

Seasonal habitat flows are prescribed to encourage a transition to riparian vegetation on the floodplains as well as manage channel sediments. The purpose of the habitat flow is to create a dynamic equilibrium for riparian habitat, fishery, water storage, water quality, animal migration, and biodiversity, which result in resilient productive ecological systems. Management actions are designed to achieve and maintain riparian habitats in a healthy ecological condition and establish a healthy warm water recreational fishery with habitat for native species. The LORP Monitoring and Adaptive Management Plan require the MOU consultants to recommend the annual seasonal habitat flow level to the Technical Committee based on the April runoff forecast. The river is then monitored during the flow period to evaluate adverse conditions or sudden problems. This task requires evaluation of the Owens Valley runoff conditions, review of proposed flow schedule and development of independent review and recommendations. During the Seasonal Habitat flow, the MOU consultant has to prepare for field observations, travel, and attend meetings with the Scientific Team to discuss the progress towards meeting the LORP objectives.

Deliverables:

- Written recommendation for the Seasonal Habitat Flow based on the April runoff forecast.
- Written evaluation to be included in the LORP Annual Report discussing conditions encountered during the seasonal habitat flow and progress towards meeting LORP objectives and any necessary adaptive management actions.

Budget:

Monitoring of Seasonal Habitat Flow	FY 2013-2014		
	Hours	Rate	Cost
Labor Estimate:			
Principals	60	\$139	\$8,340
Associates	80	\$93	\$7,440
Administration	10	\$69	\$690
Subtotal			\$16,470

TASK 2

Flooded Extent Evaluation

Monitoring of flooded extent, which is how much land area is inundated during seasonal habitat flows, is prescribed to inform managers about the effectiveness of seasonal habitat flows. Seasonal habitat flooding extent monitoring documents what habitats are being affected by the flooding. Determining the extent and duration of the flooded area enables managers to identify which vegetation communities are inundated and are being affected by the seasonal habitat flow. This assists in determining if the seasonal habitat flows are meeting the goals of the habitat and informs the adaptive management decision-making. The seasonal habitat flow is evaluated each year to estimate the extent of flooding on river landforms. The report for this work requires review and comment from the MOU consultant with assistance from the consultant's staff to verify mapping and estimates. Flood extent results are

compared to results from other tasks to analyze effectiveness in meeting LORP goals. Fieldwork for this task is completed during the Seasonal Habitat Flow monitoring.

Deliverables:

Written evaluation to be included in the LORP Annual Report discussing conditions encountered during the seasonal habitat flow flooded extent monitoring and progress towards meeting LORP objectives and any necessary adaptive management actions.

Budget:

Flood Extent Evaluation	FY 2013-2014		
	Hours	Rate	Cost
Labor Estimate:			
Principals	80	\$139	\$11,120
Associates	40	\$93	\$3,720
Administration	3	\$69	\$207
Subtotal			\$15,047

TASK 3 -----

Rapid Assessment Evaluation

Rapid Assessment Surveys (RAS) are conducted to document problems or potential management issues in LORP riverine-riparian area and provide qualitative project-level feedback regarding changes within the project area. Rapid Assessment Evaluation is performed on the river corridor, Blackrock Waterfowl Management Area, Off-River Lakes and Ponds and the Delta. LADWP and Inyo County staffs collect and processes field data, and perform data analysis, the results of which are captured in a draft RAS report. The LORP consultant reviews the RAS results to identify issues that require immediate action, and informs the MOU parties as required by the LORP Monitoring and Adaptive Management Plan. The MOU consultant will evaluate results for trends that influence monitoring and adaptive management recommendations for subsequent years.

Deliverables:

Written consultation with MOU Parties following completion of the RAS.
 Written evaluation to be included in the LORP Annual Report discussing conditions encountered during the RAS, progress towards meeting LORP objectives and any necessary adaptive management actions.

Budget:

Rapid Assessment	FY 2013-2014		
	Hours	Rate	Cost
Labor Estimate:			
Principals	20	\$139	\$2,780
Associates	60	\$93	\$5,580
Administration	3	\$69	\$207
Subtotal			\$8,567

TASK 4

Creel Census

The creel census helps track the development and health of the warm-water or game fishery as the LORP is implemented. Creel census data help to inform decision making for the fishery and water quality adaptive management areas. Adaptive management recommendations focus on establishing a healthy warm water fishery to meet MOU goals. ES will assist in the census and evaluating the results for the annual report. To assist with the Creel Census, ES will have to prepare for field observations, travel, and attend meetings with the Scientific Team to discuss the progress towards meeting the LORP objectives.

Deliverables:

Written evaluation to be included in the LORP Annual Report discussing Creel Census evaluation and progress towards meeting LORP objectives and any necessary adaptive management actions.

Budget:

Creel Census	FY 2013-2014		
	Hours	Rate	Cost
Labor Estimate:			
Principals	64	\$139	\$8,896
Associates	10	\$93	\$930
Administration	8	\$69	\$552
Subtotal			\$10,378

TASK 5

Annual Report Evaluation

At the end of October, LADWP and ICWD forward the draft annual report to the MOU consultant. The MOU consultant will evaluate the annual report for completeness and accuracy. This requires reviewing each chapter and, in some cases, revaluating or re-estimating and verifying conclusions.

Deliverables:

Written evaluation to be included in the LORP Annual Report discussing the need for any contingency monitoring as well as discussion of progress towards meeting LORP objectives and any necessary adaptive management actions.

Budget:

Annual Report	FY 2013-2014		
	Hours	Rate	Cost
Labor Estimate:			
Principals	200	\$139	\$27,800
Associates	380	\$93	\$35,340
Administration	50	\$69	\$3,450
Subtotal			\$66,590

TASK 6

Annual Adaptive Management Recommendations

Following review and evaluation of the draft annual report and consultation with LADWP and ICWD, a final chapter for adaptive management recommendations will be written for the final annual report and submission to the LORP Technical Committee. The MOU consultant will present the recommendations to the Technical Committee as required. This will require travel time and preparation time.

Deliverables:

Written evaluation of any necessary adaptive management actions as well as discussion of progress towards meeting LORP objectives.

Budget:

Adaptive Management Recommendations	FY 2012-2013		
	Hours	Rate	Cost
Labor Estimate:			
Principals	300	\$139	\$41,400
Associates	350	\$93	\$32,550
Administration	50	\$69	\$3,450
Subtotal			\$77,400

TASK 7

Project Management and Meetings

The MOU consultant will meet with LADWP and ICWD periodically to review progress or discuss issues. The MOU consultant will manage project assignments, schedules and budgets, provide monthly progress reports to LADWP, budget assessment and invoice each month. This task will require the MOU consultant to prepare for meetings, travel, and attend meetings with the Scientific Team and MOU Parties to discuss the progress towards meeting the LORP objectives.

Budget:

Project Management and Meetings	FY 2013-2014		
	Hours	Rate	Cost
Labor Estimate:			
Principals	400	\$139	\$55,600
Associates	400	\$93	\$37,200
Administration	80	\$69	\$5,520
Subtotal			\$98,320
	FY 2013-2014		
EXPENSES	Hours	Rate	Cost
Travel (Mileage 1500/trip @ \$0.52-\$0.56/mi)	10	\$780	\$7,800
Lodging	36	\$125	\$4,500
Per Diem	36	\$75	\$2,700
Subtotal			\$15,000
FY 2013-2014 TOTAL			\$308,072

ATTACHMENT B

AND **AGREEMENT BETWEEN COUNTY OF INYO**
ECOSYSTEM SCIENCES
FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING **SERVICES**

TERM:

FROM: JULY 1, 2013 **TO:** JUNE 30, 2014

SCHEDULE OF FEES:

County shall pay to Contractor for the work and services described in Attachment A which are performed by Contractor at County's request in an amount not to exceed \$308,072.

ATTACHMENT C

AND **AGREEMENT BETWEEN COUNTY OF INYO**
ECOSYSTEM SCIENCES
FOR THE PROVISION OF BIOLOGICAL RESOURCES CONSULTING **SERVICES**

TERM:

FROM: JULY 1, 2013 **TO:** JUNE 30, 2014

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Travel expenses will be reimbursed at the following rates:

Mileage	@.56 per mile
Lodging	\$125 per day
Per Diem	\$75 per day

Section 3E - Billing and Payment - no receipts for lodging/per diem will be required due to flat rate.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

26

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: August 13, 2013

SUBJECT: Inyo National Forest Plan Update/Revision

RECOMMENDATION: Receive a presentation from staff about coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input, review the County's draft Focus Paper Outlines and provide direction, and approve the Public Outreach Plan.

SUMMARY DISCUSSION: The Inyo National Forest (INF) is working on updating its Forest Plan.¹ Staff will report on recent activities relevant to coordination for the Plan Update. In addition to a general update and guidance, specific direction is requested for the following topics.

Focus Paper Outlines: At its June 11, 2013 meeting, the Board directed staff to prepare Focus Papers to assist concentrating the County's input regarding the Plan Update. Staff has prepared the attached draft Focus Paper Outlines for the Board's consideration. Earlier draft versions were presented to the Planning Commission on July 24, 2013, for its input, which has been incorporated. Input from the Natural Resource Advisory Committee is scheduled for August 8, 2013.

Public Outreach Plan: At its June 11, 2013 meeting, the Board directed staff to prepare a Public Outreach Plan to focus County input into the Plan Update process. Staff provided a draft Public Outreach Plan to the Board at its July 9, 2013 meeting, at which time the Board directed staff to coordinate public outreach meetings directly with the Board. Accordingly, three public Board of Supervisors meetings have been scheduled regarding the draft Topic Papers in August in Bishop, Big Pine, and Lone Pine.

Staff seeks the Board's direction for future public outreach. As directed by the Board, staff plans to coordinate public meetings directly with the Board in future phases of the Plan/Update Process. Attached is a conceptual schedule of such meetings for the Board's consideration and approval.

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.

ALTERNATIVES: The Board could direct changes to the Focus Paper Outlines and/or Public Outreach Plan.

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

APPROVALS

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

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



Date: 8/7/13

Attachments:

1. Draft Focus Paper Outlines
2. Public Outreach Plan

Draft Conceptual Public Outreach Plan - Inyo National Forest Plan Update/Revision

August 13, 2013

Prepared by Inyo County Planning Department

The Inyo County Board of Supervisors (BOS) will lead the County's public outreach effort for the Inyo National Forest Plan Update/Revision with assistance from the Inyo County Planning Department. This outreach effort is designed to engage the public at key junctures in coordination with the Forest Service's (FS) public participation efforts and provide public input for the BOS to focus its input to the Forest Service regarding the Plan Update. The Planning Department will coordinate with the BOS to publicize the meetings. In addition to public meetings conducted by the BOS at key milestones, the Planning Department will provide regular updates to the BOS and solicit input from the Planning Commission, Natural Resource Advisory Committee, and other County Committees/Commissions and stakeholders.

Due to uncertainty regarding the dates of the key milestones, the Public Outreach Plan is presented in a conceptual framework as follows:

Phase – Topic Papers (August 2013)

- Three public BOS meetings in the p.m. in Bishop, Big Pine, and Lone Pine during the public comment period (August)

Phase – Assessment (September – December 2013)

- One public BOS meeting in the p.m. in Independence for the coordination subphase (September)
- One public BOS meeting in the p.m. in Independence during the public comment period (October)

Phase – Need For Change (Winter 2014?)

- One public BOS meeting in the p.m. in Independence for the coordination subphase (Winter 2014?)
- One public BOS meeting in the p.m. in Independence during the public comment period (Winter 2014?)

Phase – Draft Plan/Environmental Impact Statement (2015?)

- One or more public BOS meetings in the p.m. in various communities for the coordination subphase (2014-2015)
- Three public BOS meeting in the p.m. in Bishop, Big Pine, and Lone Pine during the public comment period (2015?)

Phase – Final Environmental Impact Statement/Record of Decision (2016?)

- One public BOS meeting in the p.m. in Independence for the coordination subphase (2016?)
- One public BOS meeting in the p.m. in Independence prior to close of objection period (2016?)
- If needed, three public BOS meetings in the p.m. in Bishop, Big Pine, and Lone Pine after Record of Decision published (2016?)

**Inyo National Forest Update/Revision
Draft Focus Paper Outline – Multiple Uses
Prepared by Inyo County Planning Department
July 26, 2013**

- I. Executive Summary (1 page)
 - a. Findings Summary
 - b. Recommendations
- II. Introduction (1/2 page)
 - a. Purpose
 - b. Roadmap
- III. Background (1 page)
 - a. 1988 Plan Update
 - b. Planning Since 1988
 - c. 2012 Planning Rule
 - d. Current Update/Revision Effort
 - e. County Priorities for Update/Revision
- IV. Setting (1 page)
 - a. Historical
 - b. Current Uses and their Importance (e.g. mining, grazing, packing, hiking, climbing, OHV, wooding, etc.)
 - c. Multiple Uses Sustained Yield Act
 - d. County Policies (e.g., General Plan, etc.)
- V. Issues and Trends (2 pages)
 - a. Community Vibrancy Tied to Multiple Uses
 - b. Separating Uses
 - c. Evolving Economy
 - d. Emerging Uses (bouldering, trail running, fatbiking, unicycling, zip lines, etc.)
 - e. Demand for Water
 - f. Regulatory Impediments
 - g. Diminishing Access
- VI. Opportunities (2 pages)
 - a. Existing Uses
 - b. Potential New Uses/Diversification
 - c. Mixed Use Policies/Zoning
 - d. Information Technology/Digital 395
 - e. Streamlining
- VII. Constraints (2 pages)
 - a. Constrained Use Policies/Zoning
 - b. Social Change
 - c. Regulation
- VIII. Forest Service Approach (1 page)
 - a. Summary of Forest Service Plan Update/Revision Documentation Regarding Multiple Uses to Date
 - b. Critique
- IX. Conclusion (1/2 page)

**Inyo National Forest Update/Revision
Draft Focus Paper Outline – Socioeconomics
Prepared by Inyo County Planning Department
July 26, 2013**

- I. Executive Summary (1 page)
 - a. Findings Summary
 - b. Recommendations
- II. Introduction (1/2 page)
 - a. Purpose
 - b. Roadmap
- III. Background (1 page)
 - a. 1988 Plan Update
 - b. Planning Since 1988
 - c. 2012 Planning Rule
 - d. Current Update/Revision Effort
 - e. County Priorities for Update/Revision
- IV. Setting (1 page)
 - a. History
 - b. Culture
 - c. Economics
 - d. Policy Direction (i.e., General Plan, etc.)
- V. Issues and Trends (2 pages)
 - a. Local Socioeconomic Dependency on Forest
 - i. Recreation
 - ii. Agriculture
 - iii. Mineral Extraction
 - iv. Locational Residential Choice
 - v. Other
 - b. Natural Resource Maintenance
 - c. Regional, State, and National Socioeconomic Trends
 - d. Multiple Uses
 - e. Land Exchanges
 - f. Payment in lieu of Taxes (PILT)
 - g. Historic Resources
- VI. Opportunities (2 pages)
 - a. Increased Utilization of Forest Resources
 - i. Recreation
 - ii. Agriculture
 - iii. Mineral Extraction
 - iv. Renewable Energy/Transmission
 - v. Other
 - b. Involving Local Stakeholders
 - i. Concessions/Contracting
 - ii. Public/Private Partnerships
 - iii. Volunteerism
 - iv. Other Partnering Opportunities

- c. Off-Forest Economic Development Tied to On-Forest Resources
 - d. Enhancing Socio-Cultural Resources
 - VII. Constraints (2 pages)
 - a. Restricted Areas
 - i. Wilderness
 - ii. Inventoried Roadless Areas
 - iii. Wild and Scenic Rivers
 - iv. Developed Areas
 - v. Other Areas Restricting Multiple Use
 - b. Endangered Species (amphibians, big horn sheep etc.)
 - c. Sensitive Areas (wetlands, cultural resources, etc.)
 - d. Institutional
 - e. Fiscal
 - f. Cultural
 - VIII. Forest Service Approach (1 page)
 - a. Summary of Forest Service Plan/Update Revision Documentation Regarding Socioeconomics to Date
 - b. Critique
 - IX. Conclusion (1/2 page)

**Inyo National Forest Update/Revision
Draft Focus Paper Outline – Access
Prepared by Inyo County Planning Department
July 26, 2013**

- I. Executive Summary (1 page)
 - a. Findings Summary
 - b. Recommendations
- II. Introduction (1/2 page)
 - a. Purpose
 - b. Roadmap
- III. Background (1 page)
 - a. 1988 Plan Update
 - b. Planning Since 1988
 - c. 2012 Planning Rule
 - d. Current Update/Revision Effort
 - e. County Priorities for Update/Revision
- IV. Setting (1 page)
 - a. Historical Access Network
 - b. Late 20th Century Trend to Diminish Access
 - i. Wilderness
 - ii. Inventoried Roadless Areas
 - iii. Permitting
 - c. Roads
 - i. County
 - ii. Forest
 - iii. Other Agencies
 - d. Trails
 - e. Air
 - f. Access Sorts
 - i. Leisure
 - ii. Commercial Recreation
 - iii. Mining
 - iv. Agriculture
 - v. Law Enforcement/Search and Rescue
- V. Issues and Trends (2 pages)
 - a. Diminishing Access
 - b. Mitigation of Perceived Impacts Resulting from Access
 - c. Status of County Roads
 - d. Maintaining Infrastructure
 - e. Aging Population
 - f. Information Technology
 - g. Access Amenity and Residential Location Choice
- VI. Opportunities (2 pages)
 - a. Expanding Access
 - b. Potential New Uses
 - c. Transit/Ridesharing

- d. Funding
- VII. Constraints (2 pages)
 - a. Social Change
 - b. Regulation
 - c. Funding
 - d. Diminishing Access
- VIII. Forest Service Approach (1 page)
 - a. Summary of Forest Service Plan Update/Revision Documentation Regarding Access to Date
 - b. Critique
- IX. Conclusion (1/2 page)

**Inyo National Forest Update/Revision
Draft Focus Paper Outline – Biological Resources
Prepared by Inyo County Planning Department
July 26, 2013**

- I. Executive Summary (1 page)
 - a. Findings Summary
 - b. Recommendations
- II. Introduction (1/2 page)
 - a. Purpose
 - b. Roadmap
- III. Background (1 page)
 - a. 1988 Plan Update
 - b. Planning Since 1988
 - c. 2012 Planning Rule
 - d. Current Update/Revision Effort
 - e. County Priorities for Update/Revision
- IV. Setting (1 page)
 - a. Historical Attachment to Biological Resources
 - b. Important Resources to the County
 - c. Policy Direction (i.e., General Plan, etc.)
- V. Issues and Trends (2 pages)
 - a. Overall Biological Trends
 - b. Diminishing Deer Herds and Competition for Habitat
 - c. Multiple Uses/Ecosystem Services
 - i. Tourism
 - ii. Water
 - iii. Other
 - d. Special Status Resources
 - i. Listed Species
 - ii. Species of Conservation Concern
 - iii. Critical Habitat
 - e. Catastrophic Events
 - i. Fire (including out of control managed fire)
 - ii. Floods
 - iii. Earthquakes/landslides/mudflows
 - f. Managed Fire
 - g. Population Growth and Increasing Use
 - h. Potential Impacts to Important Forest Resources from Overuse/Development
- VI. Opportunities (2 pages)
 - a. Public/Private Partnerships
 - b. Conserving Resources/Species of Local Importance
 - i. Hunting
 - ii. Fishing
 - iii. Nature Tourism
 - c. Multiple Uses/Ecosystem Services

- i. Agriculture
 - ii. Timber
 - iii. Access
 - iv. Other Development (e.g., resorts, renewable energy, etc.)
 - d. Mitigation/Enhancement
 - e. Education
 - VII. Constraints (2 pages)
 - a. Permitting/Regulatory
 - i. Special-Status Species
 - ii. Species of Conservation Concern
 - iii. Critical Habitat
 - b. Off-Forest System Drivers
 - i. Climate Change
 - ii. Pollution from Central Valley
 - iii. Invasive Species
 - iv. Population Growth
 - c. Evolving Social Values
 - d. Disease
 - i. Human (West Nile, Hantavirus, Plague, etc.)
 - ii. Non-human
 - e. Catastrophic Events
 - VIII. Forest Service Approach (1 page)
 - a. Summary of Forest Service Plan Update/Revision Documentation Regarding Biological Resources to Date
 - b. Critique
 - IX. Conclusion (1/2 page)

**Inyo National Forest Update/Revision
Draft Focus Paper Outline – Infrastructure
Prepared by Inyo County
July 26, 2013**

- I. Executive Summary (1 page)
 - a. Findings Summary
 - b. Recommendations
- II. Introduction (1/2 Page)
 - a. Purpose
 - b. Roadmap
- III. Background (1 Page)
 - a. 1988 Plan Update
 - b. Planning Since 1988
 - c. 2012 Planning Rule
 - d. Current Update/Revision Effort
 - e. County priorities for Update/Revision
- IV. Setting (1 Page)
 - a. Roads and trails
 - b. Administrative facilities
 - c. Public Utilities
 - d. Private uses on National Forest Lands
 - e. Inyo County General Plan
- V. Issues and Trends (2 Pages)
 - a. Roads and Trails
 - i. Budget cuts for repairs and maintenance
 - ii. Stricter requirements for safety standards and resource protection guidelines
 - iii. Changing and increased usage
 - iv. Access
 - v. Natural Disasters on the forest and their impacts on County Maintained Roads and Communities
 - b. Services
 - i. Search & Rescue
 - ii. Fire Protection
 - iii. Law Enforcement
 - c. Admin Facilities / Recreational Facilities
 - i. Budget cuts and insufficient funding
 - ii. County Facilities on Forest Land
 1. Shooting Range
 - iii. Maintenance
 - d. Public Utilities
 - i. Dams / Possibility of Dam Failure and potential impacts on communities below

- ii. Renewable Energy resources
 - iii. Need for increased transmission infrastructure
 - e. Private Uses
 - i. Increased demand could require new infrastructure (i.e: fishing, packing, etc.)
 - ii. Communities within the Forest and their associated infrastructure: Aspendell, Starlite, Whitney Portal, Seven Pines (Kearsage Area), Parchers Camp, Rock Creek
- VI. Opportunities (2 Pages)
 - a. Funding sources
 - b. Coordination amongst agencies
 - c. Concessionaires
 - d. Volunteer groups
- VII. Constraints (2 Pages)
 - a. Financial resources
 - b. Environmental concerns
 - c. Designation of historic resources
 - d. Natural events (fire, earthquake, flood, mudflows)
 - e. Regulatory/Permitting
- VIII. Forest Service Approach (1 Page)
 - a. Summary of Forest Service Plan Update/Revision documentation regarding infrastructure resources to date
 - b. Critique
- IX. Conclusion (1/2 Page)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
27

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: August 13, 2013

SUBJECT: U.S. Forest Service Environmental Assessment for Bishop Creek Unauthorized Route Restoration Project

RECOMMENDATION: Review the U.S. Forest Service's Environmental Assessment Bishop Creek Unauthorized Route Restoration Project and authorize the Chair to sign correspondence in regards thereto.

SUMMARY DISCUSSION: The Inyo National Forest (INF) has issued an Environmental Assessment (EA) to implement restoration on 49 unauthorized routes in Bishop Creek, Horton Creek, Coyote and Redding Canyon Focus Areas (refer to Attachment 3).¹ The EA evaluates two alternatives: (1) No Action and (2) Modified Proposed Action. Under the action alternative, restoration activities would mostly be implemented on the portion of a route visible from the route closure point. On some routes, additional restoration activities would be implemented beyond the "line of sight", primarily to address ongoing soil erosion. Minimal impacts are identified.

The County previously submitted correspondence in response to the scoping notice (Attachment 2). According to the EA, the proposed action includes additions to the National Forest Transportation System to facilitate a logical transportation system, ensure resource protection and provide for enhanced recreational experiences; and access to permittees on eight routes to expedite operations and to private inholdings. Staff believes that information presented in the EA is also responsive to the County's requests to provide greater clarity regarding the scope of the project.

Staff has drafted correspondence for the Board's consideration in response to the EA (Attachments 1), primarily addressing the response to the County's previous input, and requested adaptive management during implementation to maximize access. Comments are due by around August 17, 2013.

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

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

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

¹ Refer also the INF website for more information.

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

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



Date: 8/7/13

Attachments:

1. Draft Correspondence
2. Previous Correspondence
3. Environmental Assessment Notice and Excerpts

August 13, 2013

US Forest Service
Inyo National Forest
Margaret Wood
c/o Todd Ellsworth
351 Pacu Lane, Ste. 200
Bishop, CA 93514

Re: U.S. Forest Service Environmental Assessment for Bishop Creek Unauthorized Route 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 proposal to restore routes in the Inyo National Forest. As indicated in our response to your scoping request, we are deeply concerned about route closures and consider each and every impact to access significant. We request that the Forest Service work to expedite mitigation projects for routes that were designated by the Travel Management Plan, but require mitigation to be accessed. We encourage the Forest Service to take advantage of willing local volunteers towards this end.

With this in mind, thank you for considering our scoping comments and addressing our concerns. In particular, the mapping efforts, project description and responses matrices, and Travel Management Plan consistency analyses were very helpful in understanding the proposal. We also are pleased that access for permittees and inholdings will also be enhanced. To minimize impacts to access, we request that the adaptive management program be expanded to ensure that firewood gathering, trail access, vehicle turnarounds, parking, and camping opportunities be considered during implementation to allow for flexibility in barrier location and restoration activities in cases where access to such resources are needed. As we requested in our February 26, 2013 correspondence, previous restoration projects have sometimes been implemented insensitively, resulting in unnecessary secondary resource damage; we continue to urge the Forest Service to take care to minimize its impacts when implementing the proposed restoration projects.

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

Sincerely,

Linda Arcularius, 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



**BOARD OF SUPERVISORS
COUNTY OF INYO**

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373 • FAX (760) 878-2241
e-mail: pgunsolley@inyocounty.us

MEMBERS OF THE BOARD
LINDA ARCULARIUS
JEFF GRIFFITHS
RICK PUCCI
MARK TILLEMANS
MATT KINGSLEY

KEVIN D. CARUNCHIO
Clerk of the Board

PATRICIA GUNSOLLEY
Assistant Clerk of the Board

February 26, 2013

Inyo National Forest Supervisors Office
Attn.: Todd Ellsworth
351 Pacu Lane
Bishop, CA 93514

Re: U.S. Forest Service Scoping for Proposal to Restore 209 Routes

To Whom It May Concern:

On behalf of the Inyo County Board of Supervisors, thank you for the opportunity to provide input regarding the proposal to restore 209 routes in the Inyo National Forest. We hope that Forest Supervisor Armenta plans to brief the Board regarding this project in the near future.

As you probably are aware, we consider most proposals to restore routes as really closing roads. Inyo County expressed its concerns regarding the Travel Management Plan (TMP) extensively in the past, and we incorporate this previous input by reference into our response to this scoping notice. We understand that the TMP is approved and being implemented, and we hope that the proposed restoration projects will each be analyzed for their necessity. We also appreciate that the Forest Service has been flexible and responsive to the public and will continue to be receptive to inputting their feedback. We believe that each and every road closure diminishes access to our public lands, and we consider each to be significant both singularly and cumulatively. We are pleased that the project includes reopening six routes that were closed through the TMP process, and we hope that the Forest Service will continue to implement these reopenings as directed by the TMP.

With this in mind, we expect that the Forest Service will analyze environmental consistency with the TMP for the proposed restoration projects in Inyo County. We also expect that if additional information has arisen regarding the specific route closures since approval of the TMP, that the Forest Service will consider alternatives to closing those routes and will continue public outreach to ascertain new information. We also request that the Forest Service provide maps that are easy to understand to allow the public to easily identify closed routes and that the integrity of the restoration work is upheld. We also request that barriers are not placed on closed routes within designated firewood gathering areas so that the Tribes and the public are not restricted from gathering firewood in these areas. On open routes that mitigation work is occurring on, we request that Forest Service provide updates to the work being done. Finally, previous restoration projects have sometimes been implemented insensitively, resulting in unnecessary secondary resource damage; we urge the Forest Service to take care to minimize its impacts when implementing the proposed restoration projects.

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.

Sincerely,

Linda Arcularius
Supervisor Linda Arcularius, Chairperson
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



Josh

Date: July 15, 2013

Dear Interested Party,

The Inyo National Forest is soliciting comments on the Bishop Creek Unauthorized Route Restoration Project Environmental Assessment. This project was originally part of the "Upper Owens and Bishop Creek Restoration Project", which included similar restoration activities on the North and South Zones of the Forest. The North and South Zone portions have subsequently been split into two separate projects. This request for comments is for the projects on the South Zone of the Forest only (in the Bishop Creek, Horton Creek, Coyote and Redding Canyon focus areas). The Inyo National Forest is proposing to conduct restoration on 49 unauthorized routes and allow access on 12 unauthorized routes. The restoration actions address resource impacts that would continue if the routes were simply closed. The additional restoration would allow the routes to return to a natural condition more quickly. Of the 12 currently unauthorized routes that are needed for access, eight would be open only for administrative and permitted use, and provide needed access for permittees and private land owners on the Forest. The other four are proposed to be added to the National Forest Transportation System (NFTS). Monitoring since the 2009 decision has shown that these routes would facilitate a logical Forest transportation system, ensure resource protection and provide for an enhanced recreational experience. This project would occur in the Bishop Creek, Horton Creek, Coyote and Redding Canyon focus areas.

The Environmental Assessment, appendices, and maps are available the website <http://www.fs.fed.us/nepa/fs-usda-pop.php/?project=38723>, or in hard copy format at the Inyo National Forest Supervisor's Office in Bishop.

The comment period is intended to provide those interested in or affected by this proposal an opportunity to make their concerns known prior to a decision being made by the Responsible Official. Those who provide comments or otherwise express interest in the proposal by the close of the comment period will be eligible to appeal the decision pursuant to 36 CFR part 215 regulations.

How to Comment and Timeframe

Written, facsimile, hand-delivered, oral, and electronic comments concerning this action will be accepted for 30 calendar days following publication of this notice in the Inyo Register, which is expected on July 18, 2013. The publication date in the newspaper of record is the exclusive means for calculating the comment period for this proposal. Those wishing to comment should not rely upon dates or timeframe information provided by any other source. The regulations prohibit extending the length of the comment period.

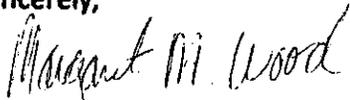


Written comments must be submitted to: Margaret Wood c/o Todd Ellsworth, 351 Pacu Ln. Suite 200, Bishop, CA, 93514. The office business hours for those submitting hand-delivered comments are: 8:00-4:30, Monday through Friday, excluding holidays.

Oral comments must be provided during normal business hours via telephone to Todd Ellsworth at (760) 873-2457, or in person at the above address. Electronic comments must be submitted in a format such as an email message, plain text (.txt), rich text format (.rtf), or Word (.doc) to tellsworth@fs.fed.us. In cases where no identifiable name is attached to a comment, a verification of identity will be required for appeal eligibility. If using an electronic message, a scanned signature is one way to provide verification. It is the responsibility of persons providing comments to submit them by the close of the comment period. Individuals and organizations wishing to be eligible to appeal must meet the information requirements of 36 CFR 215.6.

If you have questions about this project, you may contact Todd Ellsworth, Inyo National Forest Supervisor's Office, phone number (760)873-2457, or email tellsworth@fs.fed.us

Sincerely,

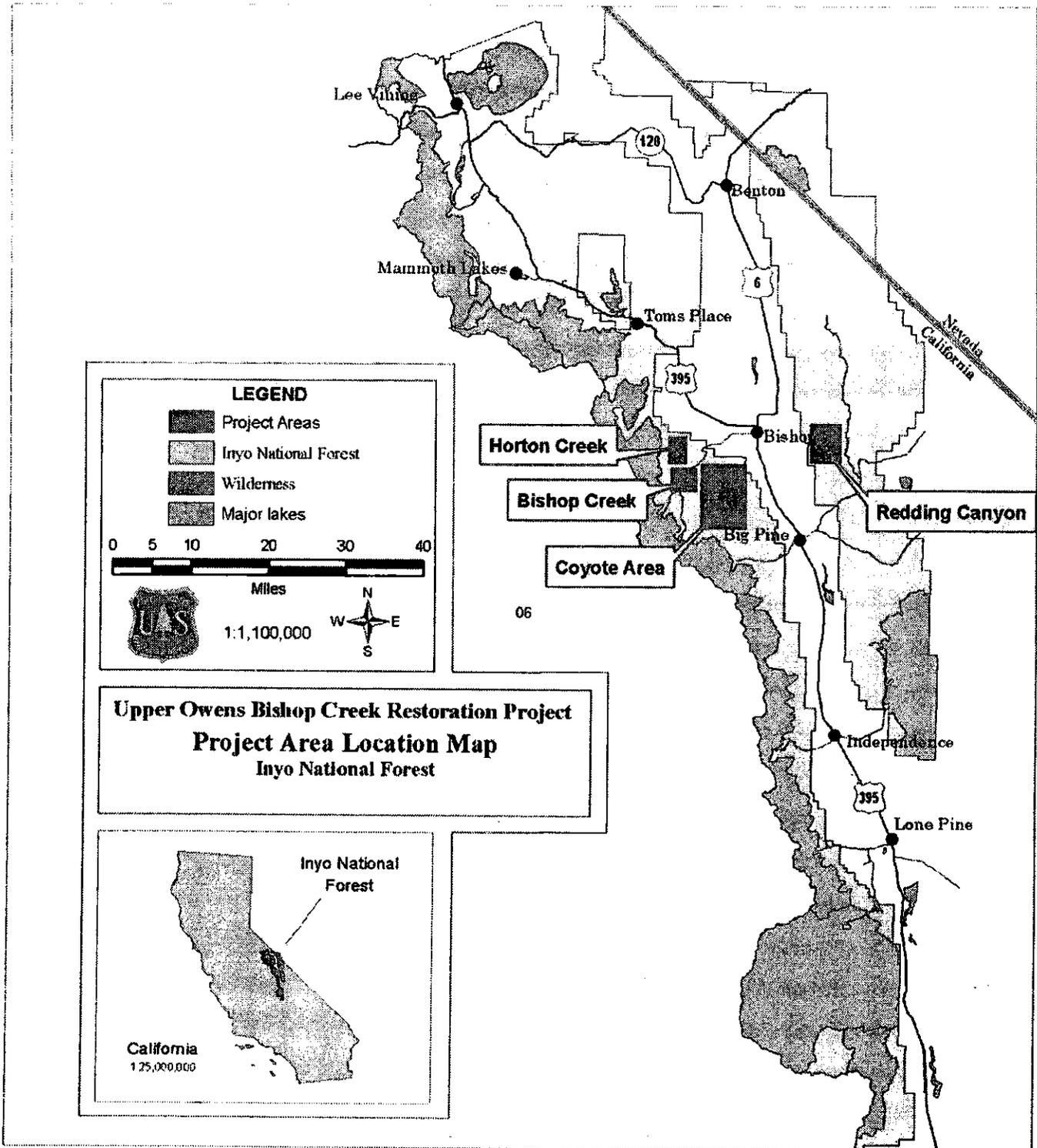


Margaret Wood

District Ranger, Mt. Whitney and White Mountain Ranger District

Summary of Proposed Action – Bishop Creek Unauthorized Route Restoration Environmental Assessment

Regional and Project Area Locality Map



The proposed action is very similar to the proposed action in the scoping document. It was slightly modified from the proposed action presented in scoping, after review of agency and public comments. The changes include:

- Route U-N2194 in the Coyote Area (overlooking Green Lake): Move the closure point to a logical turnaround location. If monitoring shows that doesn't work, we will hand chunk it to promote revegetation. and (adaptive management).
- Route U-08S122 in the Coyote Area : Block and vertical mulch the 1st 300 yds. (The original proposed action included chunking and waterbars). The original prescriptions apply to the rest of the route.

The total distance of routes proposed for restoration increased from 23.6 miles to 23.9 miles under the modified proposed action.

The following table shows actions route-by-route. Maps showing each route are included in Appendix C of the Environmental Assessment, available on the project website or hard copy at the Inyo National Forest Supervisor's Office or White Mountain Ranger Station, in Bishop.

Focus Area	Map Name/#	U-Route #	Existing Condition/ Need for Change	Proposed Action
Bishop Creek	Bishop #3	U-N2046	Highly visible, risk of trespass. Actively eroding, compacted, contains grades up to 10% slope. Permitted access needed.	*Note: SCE requires access on this route- Add gate for their access; Native mulch, waterbars, chunking, leave parking spaces and footpath to creek
Bishop Creek	Bishop #1	U-N2964	Highly visible, risk of trespass.	Block with boulders, vertical mulch, leave parking space
Bishop Creek	Bishop #3	U-N2047	Highly visible, risk of trespass. Route compacted.	Block with small boulders
Bishop Creek	Bishop #2	U-N2039	Route is actively eroding with grades up to 10% slope.	Natural obliteration parallel to 07S01, waterbars, chunking, other soil stabilization actions
Bishop Creek	Bishop #2	U-N2187	Route highly visible, risk of trespass. Route incised, actively eroding, compacted, grades up to 14%. The stream crossing can divert water onto route.	Natural obliteration to the eastern end, waterbars, restore stream crossing, leave parking space
Bishop Creek	Bishop #2	U-N2040	The dump/shooting range is compacted.	Natural obliteration, other soil stabilization actions
Bishop Creek	Bishop #4	U-08S109	Permitted access needed.	Special use access for SCE
Bishop Creek	Bishop #4	U-N2034	Permitted access needed	Special use access for SCE
Bishop Creek	Bishop #4	U-08S104	Route highly visible, risk of trespass.	Vertical mulch
Bishop Creek	Bishop #2	U-N2181	Route highly visible, risk of trespass.	Vertical mulch, revegetation, Add south half of route to system for administrative access
Bishop Creek	Bishop #2	U-N2697	Route highly visible, risk of trespass. Route incised, and actively eroding.	Vertical mulch, waterbars
Bishop Creek	Bishop #2	U-N2186	Route highly visible, risk of trespass. Route incised, and actively eroding.	Vertical mulch, waterbars, chunking, remove asphalt
Coyote	Coyote #7	U-08S144	Through monitoring, this route was identified as needed to facilitate a safe and sustainable OHV system. This route was identified as fulfilling critical recreation needs.	Add route to system as public OHV trail
Coyote	Coyote #5	U-N2196	Through monitoring, this route was identified as needed to facilitate a safe and sustainable OHV system. This route was identified as fulfilling critical recreation needs.	Add route to system as public OHV trail, contain campsites with barriers and native mulch
Coyote	Coyote #5	U-N2197	Through monitoring, this route was identified as needed to facilitate a safe and sustainable OHV system. This route was identified as fulfilling critical recreation needs.	Add route to system as public OHV trail, contain campsites with barriers and native mulch
Coyote	Coyote #7	U-07S112	Route highly visible, risk of trespass. Route is compacted.	Block with large boulders, revegetation, ripping, fencing, move kiosk to entrance
Coyote	Coyote #7	U-N10000	Route highly visible, risk of trespass. Route in loose soil, actively eroding, contains grades up to 35%.	Block with large boulders, straw wattles, revegetation, chunking, fencing

Coyote	Coyote #7	U-N10001	Route highly visible, risk of trespass. Route in loose soil, actively eroding, contains grades up to 35%.	Block with large boulders, straw wattles, revegetation, chunking, fencing
Coyote	Coyote #7	U-N10003	Route highly visible, risk of trespass. Route in loose soils, actively eroding, grades up to 20%.	Block with large boulders, waterbars, revegetation
Coyote	Coyote #6	U-08S122	Route highly visible, risk of trespass. Route in incised, actively eroding, compacted, contains grades up to 15% slope.	Block with large boulders, vertical mulch the first 300 yards, waterbars, revegetation, chunking
Coyote	Coyote #7	U-07S110	Route highly visible, risk of trespass. Route in loose soil, actively eroding, contains grades up to 35%.	Block with large boulders, waterbars, revegetation, chunking, fencing
Coyote	Coyote #7	U-07S109	Route highly visible, risk of trespass. Route in compacted, and actively eroding.	Gate entrance, revegetation and chunking SW half, special use access for SCE on NE half
Coyote	Coyote #7	U-07S117	Permitted access needed	Gate entrance, special use access for SCE
Coyote	Coyote #7	U-N2073	Permitted access needed	Gate entrance, waterbars, special use access for SCE
Coyote	Coyote #2	U-N2217	Route highly visible, risk of trespass.	Log barrier, native mulch
Coyote	Coyote #4	U-08S142	Route highly visible, risk of trespass. The beginning part of the route is actively eroding, compacted, contains grades up 15% slope.	Native mulch
Coyote	Coyote #1	U-N2212	Route highly visible, risk of trespass. Route compacted.	Native mulch
Coyote	Coyote #4	U-N2700	Route highly visible, risk of trespass.	Native mulch
Coyote	Coyote #6	U-08S114	Route highly visible, risk of trespass. Route compacted, contains grades up to 25% slope.	Native mulch initial 100 ft. of route, waterbars, seeding, chunking
Coyote	Coyote #6	U-08S113	Route highly visible, risk of trespass. Route compacted, contains grades up to 30% slope.	Native mulch initial 100 ft. of route, waterbars, use pinyon pines for block/disguise
Coyote	Coyote #1	U-N2210	Route highly visible, risk of trespass.	Natural obliteration on south end, native mulch initial 100 ft., leave parking space
Coyote	Coyote #6	U-08S111	Route highly visible, risk of trespass.	Natural obliteration, vertical mulch initial 200 ft. of route
Coyote	E. of Map #6	U-N2648	The stream crossing is in degraded condition, with raw banks and an unimproved ford.	Restore stream crossing, issue right-of-way access to landowner
Coyote	Coyote #6	U-N1770	Route highly visible, risk of trespass. Route in compacted.	Vertical mulch
Coyote	Coyote #6	U-N2064	Route highly visible, risk of trespass.	Vertical mulch
Coyote	Coyote #1	U-N2213	Route highly visible, risk of trespass. Route compacted.	Vertical mulch, seeding, chunking with hand tools
Coyote	Coyote #7	U-N10004	Route highly visible, risk of trespass. Route in loose soils, contains grades up 20% slopes.	Vertical mulch, straw wattles, revegetation
Coyote	Coyote #2	U-09S105	Route highly visible, risk of trespass. Route incised, actively eroding, compacted, contains grades up to 25% slope.	Waterbars, chunking
Coyote	Coyote #7	U-07S114	Route highly visible, risk of trespass. Route compacted, contains grades up to 15% slope.	Waterbars, seeding
Coyote	Coyote #5	U-08S117	Route highly visible, risk of trespass. Route incised, actively eroding, compacted, contains grades up to 25% slope.	Waterbars, seeding, chunking
Coyote	Coyote #6	U-08S123	Route highly visible, risk of trespass. Route incised, actively eroding, compacted, contains grades up to 30% slope.	Waterbars, seeding, chunking
Coyote	Coyote #3	U-08S138	Route highly visible, risk of trespass. Route incised, actively eroding, compacted, contains grades up to 35% slope.	Waterbars, seeding, chunking
Coyote	Coyote #3	U-08S140	Route highly visible, risk of trespass. Route incised, actively eroding, compacted, contains grades up to 35% slope.	Waterbars, seeding, chunking
Coyote	Coyote #7	U-N10002	Route highly visible, risk of trespass. Route in loose soils, incised, actively eroding, compacted, contains grades up to 30% slope.	Waterbars, seeding, chunking

Coyote	Coyote #3	U-N2198	Route highly visible, risk of trespass. Route incised, actively eroding, compacted, contains grades up to 30% slope.	Waterbars, seeding, chunking
Coyote	Coyote #1	U-09S101	Route highly visible, risk of trespass. Route incised, actively eroding, compacted, contains grades up to 35% slope.	Waterbars, seeding, revegetation, chunking
Coyote	Coyote #7	U-07S115	Route highly visible, risk of trespass. Route incised, and compacted	Waterbars, seeding, revegetation, chunking, leave turnaround at FS boundary
Coyote	Coyote #4	N-2194	Route highly visible, risk of trespass, grades up to 25% slope.	Hand chunk and revegetate if block doesn't work.
Horton Creek	Horton #1	U-07S470	This route is highly visible and there is continuing risk of trespass. This route is incised with grades up to 30% slope.	Block with large boulders, waterbars on the western side of the route
Horton Creek	Horton #1	U-N1977	This route is highly visible and there is continuing risk of trespass. This route is incised in the landscape and compacted.	Block with large boulders, ripping, seeding
Horton Creek	Horton #1	U-N1981	Route is highly visible with continued risk of trespass. This route is incised and compacted.	Plant with appropriate native species, outslope and recontour road prism; leave parking space/turn around.
Horton Creek	Horton #1	U-N1982	This route is highly visible and there is continuing risk of trespass.	Define parking area with large boulders
Redding Canyon	Redding Canyon #3	U-N10021	Through monitoring, this route was identified as needed to facilitate a safe and sustainable OHV system. This route was identified as fulfilling critical recreation needs.	Add route to system as public OHV trail
Redding Canyon	Redding Canyon #3	U-N10016	Route highly visible, continuing risk of trespass.	Block with large boulders, vertical mulch
Redding Canyon	Redding Canyon #3	U-N10010	Route highly visible, continuing risk of trespass.	Natural obliteration, leave parking spot
Redding Canyon	Redding Canyon #3	U-N2831	Route highly visible, continuing risk of trespass.	Vertical and native mulch
Redding Canyon	Redding Canyon #3	U-07S131	Route highly visible, continuing risk of trespass.	Vertical mulch
Redding Canyon	Redding Canyon #3	U-N10089	Route highly visible, continuing risk of trespass. Incised, actively eroding and compacted with grades up to 20% slope.	Vertical mulch, waterbars, chunking with hand tools, pull in berm
Redding Canyon	Redding Canyon #2	U-N2078	Route highly visible, continuing risk of trespass. Route incised, and actively eroding, with grades up to 35% slope.	Waterbars
Redding Canyon	Redding Canyon #3	U-N2687	Route highly visible, continuing risk of trespass. Route incised, and compacted, with grades up to 13% slope.	Waterbars
Redding Canyon	Redding Canyon #3	U-N2098	Route highly visible, continuing risk of trespass. Route incised, actively eroding and compacted with grades over 50% slope. Route impacting wet meadow systems and riparian vegetation.	Waterbars, outslipping, rake out OHV tracks

Environmental Assessment

Bishop Creek Unauthorized Route Restoration Project

(Includes Coyote, Bishop/Horton Creek and Redding Canyon Focus Areas)

USDA Forest Service, Inyo National Forest

White Mountain Ranger District

Inyo County, California

July, 2013

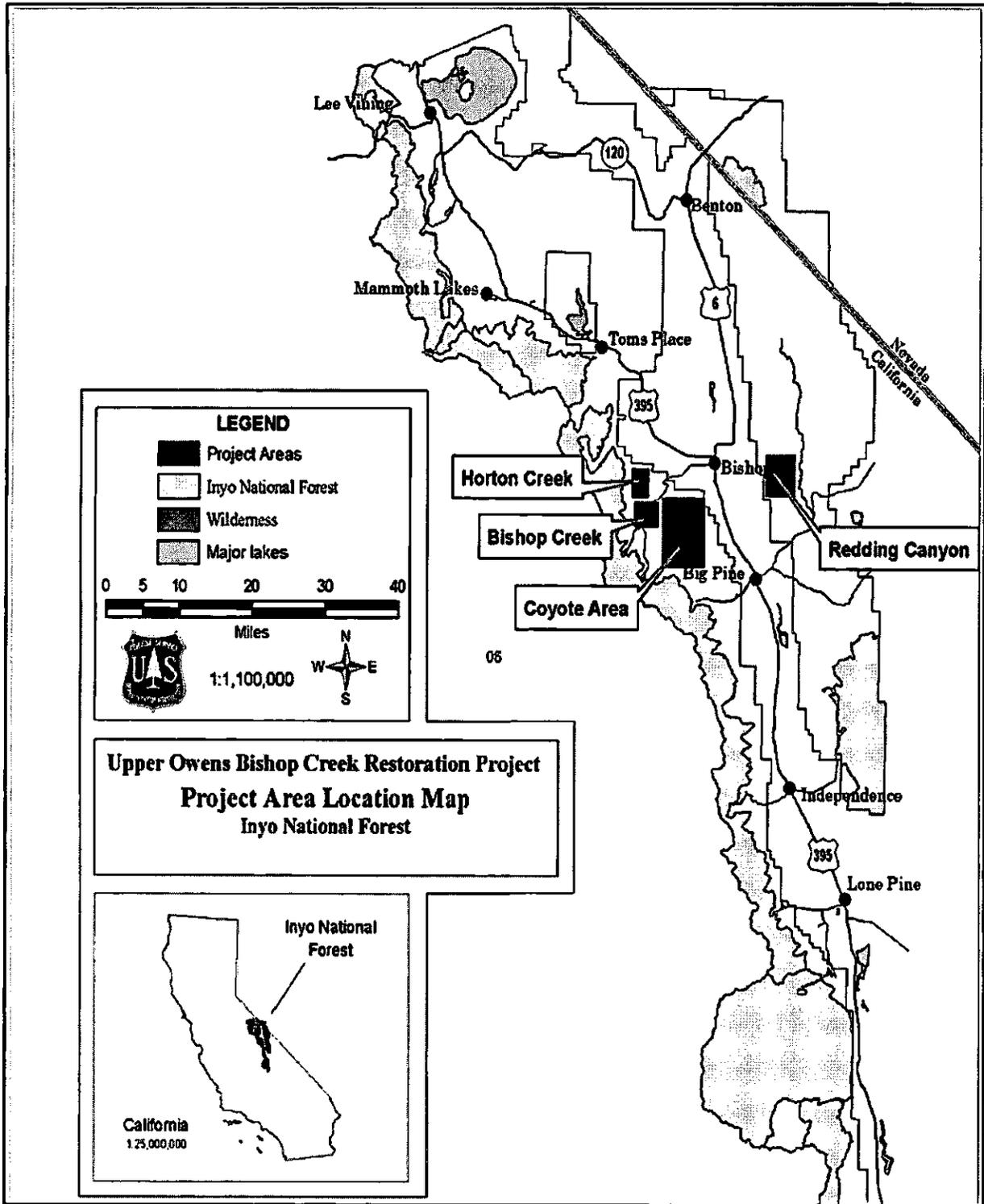


Figure 1 Project Area Location Map

TABLE OF CONTENTS

TABLE OF CONTENTS.....	i
LIST OF TABLES	ii
CHAPTER 1 PURPOSE AND NEED FOR ACTION.....	1
1.1 INTRODUCTION	1
1.2 DOCUMENT STRUCTURE	1
1.3 PURPOSE AND NEED.....	2
1.4 LAWS, REGULATIONS AND POLICIES	3
1.5 DECISION TO BE MADE.....	4
1.6 PUBLIC INVOLVEMENT AND NATIVE AMERICAN CONSULTATION	4
CHAPTER 2 ALTERNATIVES, INCLUDING THE PROPOSED ACTION	7
2.1 INTRODUCTION	7
2.2 NO ACTION ALTERNATIVE	8
2.3 PROPOSED ACTION (MODIFIED).....	8
2.3.1 <i>Mitigation Measures</i>	11
2.4 COMPARISON OF ALTERNATIVES	13
CHAPTER 3 AFFECTED ENVIRONMENT AND ENVIRONMENTAL CONSEQUENCES.....	14
3.1 INTRODUCTION	14
3.2 VEGETATION.....	15
3.2.1 <i>Affected Environment</i>	15
3.2.2 <i>Environmental Consequences</i>	17
3.3 SOILS	20
3.3.1 <i>Affected Environment</i>	20
3.3.2 <i>Environmental Consequences</i>	22
3.4 WATER QUALITY AND WATERSHED CONDITION	24
3.4.1 <i>Affected Environment</i>	24
3.4.2 <i>Environmental Consequences</i>	25
3.5 EFFECTS RELATIVE TO SIGNIFICANCE FACTORS (CONTEXT AND INTENSITY)	29
CHAPTER 4. CONSULTATION AND COORDINATION	33
4.1 TRIBES, ORGANIZATIONS, AGENCIES AND INDIVIDUALS CONSULTED	33
4.2 ENVIRONMENTAL ASSESSMENT PREPARERS.....	34
REFERENCES.....	35
APPENDIX A.....	37
APPENDIX B	42
APPENDIX C	45

LIST OF TABLES

TABLE 1. COMPARISON OF ALTERNATIVES	13
TABLE 2 CATEGORIES OF EXISTING VEGETATION ON ROUTES WITH MILES OF ROUTES PER TYPE.....	16
TABLE 3 ROUTES WITH KNOWN ACTIVE EROSION (RILLS AND SMALL GULLIES) INCLUDING FOCUS AREA AND MILES OF THE ENTIRE ROUTE..	21
TABLE 4. HUC 12 WATERSHED, MILES OF ROUTES PER ACTION AND WATERSHED CONDITION.	24
TABLE 5. MILES OF ROUTES WITHIN RIPARIAN CONSERVATION AREAS (RCAs) PER FOCUS AREA AND ACTION.	25
TABLE 6. CALCULATED EQUIVALENT ROADED AREA (ERA) FOR EACH OF THE THREE WATERSHEDS.....	28

CHAPTER 1 PURPOSE AND NEED FOR ACTION

1.1 Introduction

Four wilderness areas form a large part of the White Mountain Ranger District of the Inyo National Forest. The Ancient Bristlecone Pine Forest, numerous 14,000 foot peaks, ancient glaciers and pristine lakes are just some of the features that attract thousands of visitors every year. They camp at over 700 campsites found in 5 recreation areas, which provide an assortment of recreation opportunities.

Outside these wilderness areas, there has been a dramatic increase in visitors enjoying motorized off-highway vehicle (OHV) recreation on National Forest System lands. Recent inventories conducted by the Forest Service located 119 trail routes created by unauthorized motorized OHV use within the project boundaries (refer to Figure 1), of which 49 were identified as causing damage to natural resources, loss of scenic integrity and impacts to cultural resource sites. The Inyo National Forest Resource and Land Management Plan Final Environmental Impact Statement (FEIS) and Record of Decision (ROD) (USDA 1988) emphasizes the protection of cultural resources, scenic quality and enhancement of springs, riparian ecosystems and water quality; deemed a high priority in the Bishop Creek watershed.

For these reasons, the White Mountain Ranger District is proposing to decommission and further rectify adverse impacts occurring to natural and heritage resources along these 49 user-created off-highway motorized OHV routes; closed by the Inyo National Forest Motorized Travel Management Final Environmental Impact Statement (FEIS) and Record of Decision (ROD) (USDA 2009).

In addition, new information indicates administrative and permitted public use of 8 existing closed routes would best respond to critical access needs, along with adding 4 currently closed OHV trail riding route opportunities to the National Forest Transportation System (NFTS) to better manage motorized use, thereby preventing further environmental impacts from occurring. These proposed routes additions and permitted use were not authorized by the Inyo National Forest Motorized Travel Management FEIS and ROD (USDA 2009); however use would be monitored similarly.

1.2 Document Structure

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 alternative. The document is organized into four Chapters:

Chapter 1. Purpose and Need for Action: This chapter briefly describes the proposed action, the need for action, and other purposes to be achieved by the proposal. This section also details how the Forest Service informed the public of the proposed action and how the public responded.

Chapter 2. Alternatives, including the Proposed Action: This chapter provides a detailed description of the agency's proposed action as well as the no action alternative. The end of the chapter includes a summary table comparing the proposed action and no action alternative with respect to their outcomes and effects.

Chapter 3. Affected Environment and Environmental Consequences: This chapter describes the pertinent environmental conditions and predicted effects of the proposed action and no action alternative.

Chapter 4. Consultation and Coordination: This chapter provides a list of preparers and agencies consulted during the development of the environmental assessment.

Appendices: Appendix A provides a table describing specific restoration treatments proposed by location and route number. Appendix B describes Best Management Practices (BMPs) that would be implemented if the proposed action is selected. Appendix C includes maps showing proposed route locations in the project area.

1.3 Purpose and need

The purpose of the proposed action is to restore soils, re-establish healthy native vegetation and protect and restore water quality, while providing adequate motorized OHV access to serve administrative, private land inholdings and safe, semi-primitive sustainable recreational amenities.

There is a need for reducing route-related loss of scenic quality, damage to native vegetation (crushing) and soil erosion and compaction, particularly near streams within Riparian Conservation areas (RCA's), to lower sedimentation rates.

During the first half of the twentieth century, user-created roads were constructed in the White Mountains and along the eastern escarpment of the Sierra Nevada, primarily to access and expedite mining operations and livestock within range allotments. By the early 1980s, increased recreational use by motorized off-highway vehicles (OHVs) traveling cross-country across the relatively open terrain created a network of unauthorized routes at lower elevations, along the west slope of the White Mountains and east slope of the Sierra Nevada.

Today, many of these unauthorized routes in the project area are still devoid of native vegetation, despite being closed by barriers in 2011. Surveys conducted by the Forest Service also identified continued soil erosion as evidenced by rills and small gullies on the route surfaces, coupled by increased sedimentation in waterways'. Based on these trends, the Forest Service determined these routes are likely to take decades, assuming no use, to revegetate or stabilize on their own without active restoration. Unauthorized use has caused adverse impacts to heritage resources, scenic quality, riparian and aquatic habitats, and sensitive plant populations and wildlife habitats, particularly in desert springs in the White Mountains.

Measures of restoring soils. Indicators - Number and length (miles) of motorized OHV routes with reduced soil erosion and compaction.

Measure of restoring native vegetation. Indicators - Acres and length (miles) of improved vegetative conditions.

Measure of improving water quality. Indicator - Miles of routes restored to natural conditions within perennial and intermittent stream Riparian Conservation Areas (RCAs).

Measure of improving motorized OHV access. Indicator - Miles of currently unauthorized routes that would be authorized for permitted and administrative use, closed to the general public, serving access critical to maintenance of administrative sites and private land inholdings.

Measure of enhancing motorized OHV recreational amenities. Indicator - Miles of authorized motorized OHV routes accessing scenic areas and dispersed campsites added to the National Forest Transportation System (NFTS).

1.4 Laws, Regulations and Policies

The proposed action was designed in compliance with the standards and guidelines for land management activities described in the Inyo National Forest Land and Resource Management Plan (LRMP) (USDA 1988) as amended, the Inyo National Forest Motorized Travel Management Final Environmental Impact Statement (FEIS) and Record of Decision (ROD) (USDA 2009) and other pertinent laws, regulations, and Forest Service policies including:

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 **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.

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.

Forest Service Manual Section 2900 provides direction for prevention, detection, control, and restoration of effects from non-native invasive plant species.

36 CFR 212, Subpart B, of the November 5, 2005 Travel Management Rule (36 CFR 212.50-57) provides for a system of National Forest System roads that are designated for motor vehicle use and identifies the criteria for designating National Forest Transportation System (NFTS) routes.

The **amended Inyo National Forest Land and Resource Management Plan (LRMP) FEIS and ROD (USDA 1988)** describes watershed goals and wilderness management direction applicable to route restoration projects. The 1988 ROD states:

- Stabilize all areas disturbed by management activities to minimize soil erosion (pg. 95).
- Revegetate road and trails when use is terminated (pg. 97).
- Return all lands in declining watershed condition to equilibrium (pg. 97).

The **Sierra Nevada Forest Plan Amendment Environmental Impact Statement and Record of Decision (USDA 2004)** amended the Inyo LRMP. The Record of Decision contains direction regarding the standards and guidelines for Riparian Conservation Areas (RCAs). 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 **Motorized Travel Management FEIS and Record of Decision (USDA 2009)** designated the National Forest Transportation System on the Inyo National Forest.

1.5 Decision to be Made

The deciding official will review the proposed action (modified) and no action alternative, and, given the purpose and need for the project and predicted environmental effects, will decide whether or not to implement the proposed route restoration activities, add four routes to the National Forest Trail System (NFTS) and/or authorize administrative and permitted use on eight routes, currently closed to the general public.

1.6 Public Involvement and Native American Consultation

The Forest Service initiated scoping to inform the public about the proposed restoration and access improvement activities to solicit different points of view and identify issues to be addressed during the environmental analysis process. The proposed activities analyzed in Bishop Creek Unauthorized Route Restoration Project Environmental Assessment were originally presented to the public as the larger "Upper Owens and Bishop Creek Restoration Project", encompassing both the Mammoth Ranger District (North Zone) and White Mountain Ranger District (South Zone). The North and South Zone portions have subsequently been split into two separate projects; one of which is the Bishop Creek Unauthorized Route Restoration Project represented by the proposed action, described and analyzed in this Environmental Assessment.

The proposed land management activities analyzed in this Bishop Creek Unauthorized Route Restoration Environmental Assessment (EA) were listed in the Forest's Schedule of Proposed Actions (SOPA) beginning in April 2012. A scoping letter describing the Proposed Action was sent to 86 individuals, organizations or agencies on January 31, 2013. Two public meetings to introduce this project along with other route restoration projects on the Forest were held; one in Bishop, CA on February 12, 2013 and the other in Mammoth Lakes on February 14, 2013.

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. Letters regarding the Upper Owens Bishop Creek Route Restoration project were mailed to the following Paiute Tribes that claim ancestral lands within the project area to solicit comments:

- Benton Paiute Reservation Utu Utu Gwaitu Paiute Tribe
- 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.

The Tribal Historic Preservation Officer from the Bishop Paiute Tribe of Owens Valley, Raymond Andrews, requested a site visit with Forest staff to one of the routes to explore whether the Tribe would have any concerns with potential effects of the project work on plants adjacent to routes. No concerns were expressed.

Issues

The Interdisciplinary Team (IDT) reviewed the comments from the public, other government agencies, and tribes to determine if there may be a cause-effect relationship between the proposed action and a significant effect considering the extent of the geographic consequence, the duration of the effect and the intensity of resource conflict. The IDT organized these cause-effect relationships into three major groups: significant, other relevant and non-significant issues. There were no significant issues identified defined by the IDT warranting the preparation of an environmental impact statement.

There were several public comments that were expressed by three agencies and five individuals either indicating support for restoration or that were deemed relevant to the proposed action; of which several generated minor modifications to the proposed action. One commenter stated that the hill climb route U-09S101 should have been added to the National Forest Transportation System (NFTS) in the Coyote area, but that another nearby hill climb route 32E303D was added in its place by mistake under the Inyo National Forest FEIS and ROD (USDA 2009). The Forest Service verified route 32E303D is correctly designated under the 2009 ROD for motorized travel management; selected because it provides superior access to camping opportunities, while route U-90S101 was not added due to resource impacts. Therefore, route U-90S101 is proposed for restoration as part of this proposed action.

Public suggestions for additional treatments on a number of routes to improve the natural revegetation processes were provided. They included adding soil restoration treatments to address compaction along route U-08S104, and adding one route U-N2194, to the routes proposed for treatment. The Forest Service considered additional restoration treatments on U-08S104 and determined that it would not lead to enhanced revegetation. The additional treatments for U-N2194 were incorporated into the modified proposed action.

Public advice included allowing public use along seven routes totaling approximately 2 miles, proposed for administrative use. These unauthorized routes were brought forward during the site-specific investigation of this area to respond to critical access for permittees to maintain infrastructure to fulfill their mandates and missions. The Inyo National Forest Motorized Travel Management FEIS and ROD (USDA 2009) closed these routes to the general public for a variety of reasons, such as preventing adverse resource impacts, duplicate routes and to lower high route density, to name a few.

Another commenter asserted unauthorized routes within designated Inventoried Roadless Areas (IRAs) should not be restored, because the Forest Service committed during the Travel Management planning process that routes in IRAs would not be revegetated until the course had made a final decision on the status of routes in IRAs. The Inyo National Forest Motorized Travel Management (MTM) FEIS and ROD (USDA 2009) specifies "Unauthorized routes not included in this proposal are not precluded from future considerations for either addition to the NFTS and inclusion on a future revision of the Motor Vehicle Use Map (MVUM), or for removal from the landscape and restoration to the natural condition". (FEIS pg. 1-3). Presently, IRAs are managed to maintain certain values and characteristics such as high quality or undisturbed soil, water, and air resources; a diversity of plant and animal communities and their habitat; and primitive, semi-primitive non-motorized, and semi primitive motorized classes of dispersed recreation (refer to Inyo National Forest MTM FEIS, Section 3.13.4.1). The Forest Service is also mandated to minimize resource impacts under the 2004 amended Inyo National Forest Land and Resource Management Plan (LRMP) (USDA 1988). The proposed restoration of closed authorized routes

analyzed and disclosed in this Environmental Assessment (EA) would have no bearing on future eligibility for non-wilderness or wilderness designation.

The Los Angeles Department of Water and Power letter indicated the Department needs access to their inholdings through the following routes: U-N2216, U-N2117 and 32E301C. The Forest Service met with them to clarify these routes do not provide direct access for their inholdings.

The Inyo County Board of Supervisors' letter include three comments as follows. The Forest Service response is summarized below:

Comment	Response
The Board expects the Forest Service to consider alternatives to closing routes designated unauthorized by the Inyo National Forest Travel Management Decision if additional information has arisen regarding the specific route closures	The Proposed Action includes the addition of U-N2196, U-N2197, U-08S144 and U-N10021 to the National Forest Transportation System (NFTS).
The Board requests the Forest to not place barriers on the unauthorized routes in designated wood gathering areas.	The 2009 Travel Management ROD addresses discusses that wood gatherers can travel off road in authorized wood cutting areas. In addition, there are no open wood cutting areas within the project area.
Minimize impacts to resources when implementing the proposed restoration projects	The Proposed Action incorporates management requirements such as BMPs in the proposed restoration (Section 2.2.3 of the EA). Management requirements will ensure that environmental impacts are mitigated when implementing the proposed restoration treatments

The Lahontan Regional Water Quality Control Board provided eight comments as follows. The Forest Service response is summarized below:

Comment	Response
Provide adequate justification for why the proposed action calls for mulch coverage instead of ripping or chunking when the route is compacted	EA; Section 2.3 Description of Restoration Activities provides an explanation of why decompaction was not prescribed on every route with compaction
Provide details on monitoring and adaptive management plans	One route (U-N2194) is proposed for adaptive management. If monitoring findings indicate the enhanced block is ineffective, the adaptive treatment would consist of hand scarification and revegetation. The Forest Service would implement Best Management Practices effectiveness monitoring on a select number of routes with

unique treatments, applying Road Decommissioning Effectiveness Monitoring Techniques" (Napper 2005).

Provide project BMP's/Design Criteria that are site-specific and enforceable

BMP's for the project are found in section 2.2.3 Proposed Action management requirements In addition, Appendix B contains a detailed list of BMP's for this project

Provide details on the locations, methods, and goals of the proposed restoration

Appendix A contains a table for existing condition and the proposed action. Section 1.3 lists the objectives of the project.

Provide details on how potential water quality impacts will be avoided

Section 3.2.3 contains the effects analysis for water quality/watershed function. Additional details are found in the Soil/Watershed specialist report (Ellsworth and Moore, 2013), which is incorporated into this document by reference

Provide discussion on how the Water Quality Management Handbook and BMP 2.13 (Erosion Control Plan) will be implemented

As stated above a detailed list of BMP's is found in appendix B.

Provide USGS 7.5 minute topography maps for the project area
Provide maps depicting floodplains, wetlands, etc.

Maps of the project are included in Appendix C. If permits are required, we'll provide detailed maps as part of the permit package

CHAPTER 2 ALTERNATIVES, INCLUDING THE PROPOSED ACTION

2.1 Introduction

This chapter describes and compares the modified proposed action and the no action alternative considered in detail for the Bishop Creek Unauthorized Route Restoration Project Environmental Assessment. The beginning of this chapter discusses specific treatment design methods, followed by disclosure of key mitigation and monitoring legal frameworks. The end of this chapter presents a comparison of the alternatives in tabular format, further discussed in narrative format in chapter 3.

Field surveys of the project area were conducted by an interdisciplinary team comprised of the Inyo National Forest's recreation program manager, botanist, watershed specialists, wildlife biologist and archeologist in 2011, 2012, and early 2013. The watershed specialist developed the preliminary prescription for restoration based on geographic information system (GIS) analysis and field surveys. The IDT reviewed the initial prescription and employed a systematic approach to evaluate whether the

natural revegetation processes on the routes in the project area would benefit from restoration treatments.

The proposed restoration treatments are based on the team's assessment of route surface conditions and impacts to natural and cultural resources (values at risk). Factors considered include whether there is existing vegetation on the routes, vegetation type, whether soils are compacted, and whether soils are eroding, and relative annual precipitation. Based on the assessment of surface conditions and values at risk, the team developed recommendations for the type of treatment, if any, needed on the routes.

2.2 No Action Alternative

The No Action Alternative would forego restoration, route additions and authorized permitted use at this time. Under the no action alternative, the Forest Service would continue to implement actions authorized by the 2009 Travel Management Record of Decision including closing the 119 unauthorized motorized OHV routes by installing wood barriers at the beginning termini and visually disguising the first thirty feet to deter access.

2.3 Proposed Action (Modified)

The proposed action was developed and then modified after review of agency and public comments to include:

- Route U-N2194 in the Coyote Area (overlooking Green Lake): Move the closure point to a logical turnaround location. If monitoring shows that doesn't work, we will hand chunk it to promote revegetation. and (adaptive management).
- Route U-08S122 in the Coyote Area : Block and vertical mulch the 1st 300 yds. (The original proposed action included chunking and waterbars). The original prescriptions apply to the rest of the route.

The total distance of routes proposed for restoration increased from 23.6 miles to 23.9 miles under the modified proposed action.

Restoration. The proposed action would apply restoration activities along 49 routes. Refer to Appendix B for a detailed listing and description of restoration treatments. Restoration activities would primarily be implemented on the portion of a route visible from the route closure point. On some routes, additional restoration activities would be implemented beyond the "line of sight", primarily to address ongoing soil erosion occurring on the routes

Proposed restoration activities include realigning ineffective existing barricades, disguising routes to deter use, restoring scenic natural character and accelerating revegetation on barren soils. Specific methods include the following, which are discussed in more detail in the section below.

- Using vertical mulch (hand piled native vegetation that acts to increase moisture and shade for new sprouts) and imbedding local rocks to provide sites favorable for plant growth
- spreading native ground mulch,
- adding waterbars or other drainage features to reduce soil erosion and associated sedimentation,
- seeding and planting native vegetation

- subsoiling, chunking and ripping compacted soils.
- removing berms on the sides of the routes (outsloping) and
- removing fills and culverts
- full recontour of road surface
- raking

Along existing routes proposed for authorized administrative use, permitted public use and addition to the NFTS, existing barricades would be removed and drainage features may be improved (water-barring and out-sloping) to mitigate use impacts.

Description of Restoration Activities:

The following section provides treatment definitions:

1- Vertical Mulch: The collection and vertical placement of dead and downed plant matter to resemble brush. This process is capable of producing woody perennial growth in as little as two years for the following reasons:

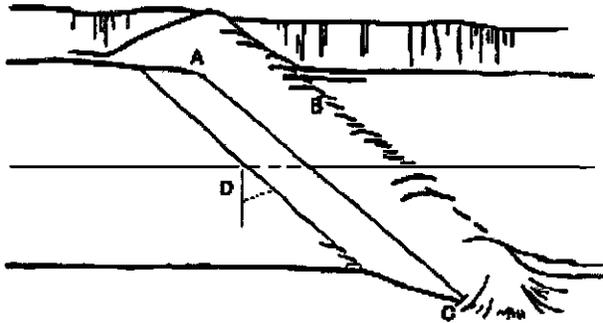
a) It creates a visual barrier. By blending vertical mulch with the surrounding landscape people will not confuse these routes for those authorized routes.

b) It helps to simulate the growing cycle of the desert. The desert grows primarily beneath nurse plants—large plants who have enough mass to produce a microclimate. Beneath these plants the air is slightly cooler and the sun is less direct, so water will not evaporate as fast. These plants also work as wind blocks, so seeds have a chance to take root. By placing dead bushes on the unauthorized routes, we create faux apex species. Despite not being living plants, they perform most of the functions of actual nurse plants. By mimicking the natural growth patterns of the desert, we create projects that do not require upkeep.

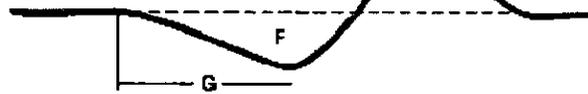
2 – Native Mulch: This includes placing native duff/litter and fine branches and needles on the route. This could include raking mulch on the trail. This treatment protects the route surface from surface erosion, rainfall splash and creates a microclimate for native plants to re-establish.

3-Waterbarring: Water bars are berms of soil or bedded logs that channel water off roads and trails to avoid the creation of gullies. Water bars are angled down the slope to the outlet side. These bars can divert water to a vegetated slope below. On-site soils and the road grade will dictate spacing. Since these routes are closed, the waterbars need to be “self-cleaning” for long term efficacy. Water bars can be constructed using native soil or “straw wattles” if site conditions preclude the use of native soils (See figure below).

Waterbar -
Top view



Waterbar -
Cross-section



4-Revegetation (seeding and/or live plant material): Revegetation is generally implemented following disturbance such as chunking or ripping (see below). Generally, this would consist of native grass and shrubs species. In some cases revegetation is recommended to retard to the invasion of non-native species such as cheat grass.

5 – Soil Decompaction

5a –Chunking: Recommended for steep routes where ripping (subsoiling) would not be effective or operationally feasible. This treatment breaks up compaction and allows for greater water infiltration and native plant establishment. A hydrologic excavator would be used to “chunk” the road, alleviating compaction and rendering the road surface undrivable. .

5b – Ripping (subsoiling): An excavator or bulldozer pulls tynes on the back to alleviate compaction. In some cases, periodic waterbars are necessary to ensure water doesn't flow down the furrows created by the ripping. Subsoiling breaks up compaction and allows for greater water infiltration and native plant establishment.

6 – Outsloping: Remove the outside berm to allow for natural road drainage. A tractor or excavator is generally utilized to implement this treatment.

7- Removing fills and culverts: Remove culverts and fill slopes from stream crossings utilizing a tractor or excavator to allow for an unimpeded passage of water. In some cases this can be accomplished utilizing hand tools. This treatment is uncommon on the Forest.

8- Full recontour and complete restoration of natural slopes: Remove the cut and fill slope and contouring the road prism to the natural slopes. This involves utilizing an excavator and a bull dozer. This treatment is uncommon on the Forest.

9- Raking: Hand raking to return the road surface to a more natural contour.

The design of the restoration treatment or prescription for each route is based on the route's soils, condition of vegetation, susceptibility to erosion, the potential for vehicle incursions, and the potential for non-motorized recreation on the route, among other reasons. In some cases, a route was identified as compacted but had gentle slopes therefore no rills or small gullies were observed and impacts to other resources were negligible. Active restoration to alleviate compaction was not proposed on these routes. Appendix A contains a list of routes in the project area, and the proposed project activities for each route. In general, the project area boundary is a 100 feet wide corridor (50 feet on each side of the route) along route sections that are proposed for project work, though ground disturbance will occur almost entirely within the existing route prism.

Additions to National Forest Transportation System. The proposed action would add routes U-08S144, U-N2196, U-N2197 in the Coyote area and route U-N10021 in the Redding Canyon Area (0.8 miles total) to the National Forest Transportation System to facilitate a logical transportation system, ensure resource protection and provide for enhanced recreational experiences. One route not analyzed in the 2009 decision, U-N10021 would be added to the Forest's transportation system as an element of this alternative.

Administrative/Permitted Route Use. The proposed action would authorize eight routes (U-07S109, U-07S117, U-N2073, U-N2648, U-N2034, U-N2181, U-N2046 and U-8S109) for a total of 2.2 miles for access to permittees to expedite operations and to private inholdings.

Maintenance of native surface routes would be applied when resource impacts are identified, recognizing segments will be narrow and vary in roughness and slope gradient depending on topographic features; all are intended for full-size, high clearance vehicles and slow speeds.

2.3.1 Mitigation Measures

The following management requirements were developed through the interdisciplinary team process for resource protection, and would apply to the Proposed Action:

Soil and water quality protection measures:

The Forest Watershed Specialist identified the following measures from Region 5 Forest Service Handbook 2509.2, Chapter 10 – Water Quality Management Handbook (2011) that would be applied to the project (A more complete description of each Best Management Practice is listed in Appendix B):

- Establish designated areas for equipment staging, stockpiling materials, and parking to minimize the area of ground disturbance. Sites must be approved by a Forest Service watershed specialist.
- Establish and maintain construction area limits to the minimum area necessary for completing the project and confine disturbance to within this area.
- Develop and implement an erosion control and sediment plan that covers all disturbed areas, including borrowing, stockpiling, refueling, and staging areas used during construction activities. This plan must be approved by a Forest Service watershed specialist prior to implementation.
- Monitor soil moisture conditions on route U-08S140 prior to implementation. Soil moisture

should be such that equipment does not impact meadow soils or habitat. This should be checked by a Forest Service watershed specialist prior to implementation.

- Implement proper containment and disposal of construction debris.
- Implement appropriate monitoring and maintenance (e.g., prior to and after storm events) to ensure proper BMP function and efficiency.
- Inspect equipment and vehicles daily for potential fuels leakage or failures and repair to prevent release of oil or other fluids into soil or water.
- Install energy dissipaters (e.g., rip rap aprons) at outlet points of water bars to reduce runoff velocity and erosion potential if an erosion hazard exists, as determined necessary by a watershed specialist.
- Preserve existing undeveloped/vegetated areas wherever feasible.
- If this project plans to utilize native material onsite (such as rocks, logs, etc.), borrow sites/areas must be approved by a Forest Service watershed specialist.

Heritage protection measures:

- The Forest would incorporate the protective design standards and standard resource protection measures provided by the Motorized Recreation Programmatic Agreement. Appendix A (Exempt Undertakings) and Appendix B (Standard Resource Protection Measures) in the Programmatic Agreement Among The U.S.D.A. Forest Service, Pacific Southwest Region, U.S.D.A. Forest Service, Intermountain Region's Humboldt-Toiyabe National Forest, California State Historic Preservation Officer, And Advisory Council On Historic Preservation Regarding The Process For Compliance With Section 106 Of The National Historic Preservation Act For Designating Motor Vehicle Routes And Managing Motorized Recreation On The National Forests In California, 2006 are incorporated by reference.

A Forest Archeologist would mark areas on the ground and supervise crews working on routes where heritage resources concerns were identified.

Botany protection measures:

- A Forest Botanist would either flag sensitive plant populations or supervise the crew's work to avoid disturbing sensitive plants near the following route: U-N2194
- A Forest Botanist would provide training and guidance to field crews on techniques for transplanting native plants.
- Crews would clean vehicles, tools, and clothing prior to working in the project area to remove soil, seeds, or plant material.
- Sites where decompaction, recontouring, or water bar installation occurs would be monitored for two growing seasons after implementation and any new non-native invasive weed infestations would be removed. If high priority weeds are found, treatment shall continue until the infestation is eradicated.

Sensitive species protection measures:

- A Forest Biologist would supervise the crews work to avoid disturbance of sensitive wildlife species on the following route: U-N2098.

2.4 Comparison of Alternatives

The comparison of proposed action and the no action alternatives are presented by measurement indicators, developed to show the differences between the alternatives and provide a clear basis for the decision to be made by the Responsible Official. The measurement indicators are used in the analysis to quantify and describe how well the proposed action and alternatives meet the project objectives, displayed in Table 1.

Table 1. Comparison of Alternatives

Purpose and Need	Indicators & Measures	No action Alternative	Proposed action
Protect soil quality by stabilizing eroding sections of unauthorized routes.	Route sections with eroding soils. <i>Measure: Number and Miles of routes with known erosion (rills and small gullies).</i>	24 unauthorized routes (or route segments-17.9 miles) have visible signs of erosion. Approximately 20% of those routes (or route segments) would continue to have visible signs of erosion.	All 24 routes (17.9 miles) or segments of routes would be stabilized, which would protect soils from additional erosion.
Promote the recovery of native vegetation and plant communities on route surfaces.	Route surface conditions that promote natural revegetation processes. <i>Measure: Acres with in project area with improved conditions for revegetation through restoration actions.</i>	.98 acres ¹ on 107 routes in the project area would have improved conditions for revegetation through restoration treatments.	40.5 acres ² on 49 routes within the project area would have improved conditions for revegetation through restoration treatments.
Protect and restore water quality and watershed function	Indicator A: Stabilize routes to retard off-site erosion and sedimentation <i>Measure A: Number and miles of routes with known sedimentation</i>	Two routes (or segments - approximately 2 miles) would continue to actively erode and cause sedimentation to water bodies and/or wet meadow areas.	No unauthorized routes would have sedimentation into water bodies.
	<i>Measure B: Linear miles of routes actively restored within Riparian Conservation Areas (RCAs).</i>	No active restoration would occur in RCAs.	Approximately 4.7 miles (47%) of routes in RCAs would receive active restoration.

¹ The Travel Management ROD visual disguise treatments would be applied to 107 routes (treatments within 30 ft. of vehicle barriers at the start of each route).

² Restoration treatments would occur on 24 miles of routes in project area.

Purpose and Need	Indicators & Measures	No action Alternative	Proposed action
Measure of improving motorized OHV access.	Indicator. Length of authorized/permitted motorized OHV use to existing routes, closed to the general public, serving access critical to maintenance of administrative sites and private land inholdings. Measure: Miles of Routes	0 miles of authorized administrative and permitted access	2.2 miles (8 routes) of authorized administrative and permitted access.
Enhance motorized OHV recreational amenities.	Indicator. Miles of authorized user preferred motorized OHV routes to scenic areas and dispersed campsites added to the National Forest Transportation System (NFTS) Measure: Miles of new routes added	0 miles added to NFTS	0.8 miles added to the NFTS (4 routes or route segments)

CHAPTER 3 AFFECTED ENVIRONMENT AND ENVIRONMENTAL CONSEQUENCES

3.1 Introduction

This chapter summarizes the physical, biological and social affected environment for each resource, as well as the direct, indirect and cumulative environmental consequences of the no action alternative and the proposed action (modified) on those resources. The affected environment section describes the current conditions, as a backdrop or baseline, against which potential effects can be effectively analyzed and concisely disclosed.

The environmental consequences form the scientific and analytical basis for comparison of the alternatives displayed at the end of chapter 2, discussed comprehensively in this chapter in context of compliance with management direction set forth in the 1988 Inyo National Forest Land and Resource Management Plan (LRMP), as amended by the 2004 SNFPA final supplemental EIS ROD. Additional information and maps are included in appendices to this Environmental Assessment (EA).

The following section begins with a discussion highlighting conditions and effects to vegetative resources (sections 3.1.1 and 3.2.1), followed by soil resources (sections 3.1.2 and 3.2.2), and water quality/watershed function (sections 3.1.3 and 3.2.3) for the no action and proposed action alternatives. Additional predicted effects to other resources are disclosed in section 3.5.

Additional documentation, including more detailed analyses of project-area resources disclosed in specialist reports, may be found in the project planning record located at the Supervisors Office in

Bishop, California. Pertinent data and environmental analysis conducted for the 2009 Inyo National Forest Motorized Travel Management FEIS are incorporated by reference in this Environmental Assessment (EA).

Terminology: The effects on resources are described in terms of the type (i.e. beneficial or adverse effect), extent (the areal extent of effect), duration, and the intensity of effect. Beneficial effects would improve resource condition. Adverse effects are those that are unfavorable to resources. The environmental consequences section also addresses the cumulative effects of each alternative. According to the Council on Environmental Quality (CEQ) National Environmental Policy Act (NEPA) regulations, "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 actions (40 CFR §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. Simply because information about past actions may be available or obtained with reasonable effort does not mean that it is relevant and necessary to inform decision making. (40 CFR §1508.7).

In this analysis, past and present activities that are considered to have effects relevant to this project include activities such as NFTS road construction and use, dispersed camping, past mining, grazing, and hydroelectric development of Bishop Creek. One of the major relevant past actions include the decision made in the Travel Management EIS and ROD (Inyo National Forest 2009), which determined which routes across the Inyo National Forest would be either closed or added to the NFTS.

For unauthorized routes not added to the NFTS, the Travel Management EIS and ROD only allowed road closure with barricades and disguising near the barricade. The Travel Management ROD (p. 11) states, "All work is to be conducted using hand tools, and does not include restoring (e.g., decommissioning) or converting the routes to other uses. Decommissioning and conversion to other uses require additional site-specific analysis." This project is one of multiple projects addressing the need to complete site-specific analysis to determine restoration needs and implement restoration on unauthorized routes.

The cumulative effects analyses considered proposed Phase II route restoration and further recovery of soil and watershed resources as a foreseeable action in the East Bishop focus area, including approximately 25 unauthorized routes (13.9 miles) that occur in the White Mountains north of Redding Canyon.

3.2 Vegetation

3.2.1 Affected Environment

The relevant vegetation-related factors that will be discussed in this section are the extent of vegetation, noxious weed proliferation, and sensitive plant species.

Extent of existing vegetation adjacent to routes in project area: The extent of existing vegetation adjacent to routes is grouped into categories based on time for recovery, as shown in table 2 below. The existing vegetation can be used as an indicator in determining how quickly vegetation will re-colonize a route with both active restoration and closing a road to motorized traffic.

Table 2 Categories of existing vegetation on routes with miles of routes per type

Revegetation Categories	Vegetation Types	OHV Project Area	Total road miles in veg type	Miles of road of each action		
				Restoration	Other	Closed only
Revegetation in the medium-term: 5-20 years	Aspen	Coyote, Bishop Creek	0.23	0.06	0.17	0
	Lodgepole pine	Coyote	0.22	0.22	0	0
	Meadow	Coyote	0.46	0.11	0.04	0.30
	Mountain Mahogany	Bishop Creek, Coyote	8.86	4.41	0.36	4.08
	Pinyon-Juniper (Sierra)	Bishop Creek, Coyote	3.06	1.79	0.45	0.82
	Sagebrush (lower elevation)	Bishop Creek, Coyote, Horton	5.69	1.94	0.68	3.07
Long-term revegetation: >20 years	Alpine	Coyote	1.33	0.87	0	0.46
	Limber Pine – Western Juniper	Coyote	0.45	0.45	0	0
	Pinyon – Juniper (Whites)	Redding Canyon	3.14	2.07	0	1.07
	Sagebrush (subalpine zone)	Coyote	5.60	4.15	0	1.46
	Whitebark pine - Alpine	Coyote	2.66	1.38	0	1.28
	Xeric Shrublands and Blackbrush	Bishop Creek, Coyote, Horton, Redding Canyon	14.11	6.20	1.37	6.54

Noxious Weeds: The Forest Botanist's Noxious Weed Risk Assessment (Weis, 2013b) indicates the occurrence of weed species is widespread in the project area. Most of the project area is located in sagebrush scrub or other shrub-dominated vegetation type. These vegetation types are moderately vulnerable to the introduction of weeds. Weed species are known to occur on eighteen routes in the project area. The weed species include:

Cheatgrass (*Bromus tectorum*); Russian thistle (*Salsola* spp.); tansy mustard (*Descurainia pinnata*), White sweetclover (*Melilotus alba*), Mediterranean grass (*Schismus barbatus*), dandelion (*Taraxacum officinale*); and Red brome (*Bromus madritensis* ssp. *rubens*).

None of these weeds are ranked as high priorities for treatment by the Decision Notice for Weed Eradication and Control on the Inyo National Forest (Inyo National Forest, 2007). The weed populations are a management concern, however, because two of the weeds, Cheatgrass and Red brome, may displace native vegetation, alter microhabitat characteristics, and compete for nutrients and light. These two weeds also may change the frequency, extent, and timing of wildfires.

Sensitive Plant Species: Field surveys found two plants listed as sensitive by the Forest Service Pacific Southwest Region that occur in the vicinity of three routes with proposed treatments: Father Crowley's lupine (*Lupinus padre-crowleyi*), and scalloped moonwort (*Botrychium crenulatum*).

3.2.2 Environmental Consequences

No Action

Direct and Indirect Effects – Vegetation

Recovery of vegetation on closed roads would occur at the natural rate of recovery, on the order of decades. If this alternative is selected, none of the route surfaces in the project area would have active restoration. Although there would be a slow upward trend in vegetative habitat conditions on the 119 routes included in the Travel Management Decision, restoration processes would occur at a slow rate.

Revegetation would likely take more than 20 years on routes without active restoration under the following conditions.

Recovery of vegetation on eroded routes is assumed to be long term, due to the long period of time for soils to naturally become stabilized and/or decompacted, the lack of vegetative cover, and the lack of organic material to promote native plant revegetation. Active soil erosion is found on routes or route segments over approximately eighteen miles. Further, on routes without active erosion, dry and higher elevation areas have slow vegetative recovery.

Vegetation types on twenty seven miles of routes are slow growing, including the following:

- Routes in the Xeric shrublands and blackbrush vegetation type in all focus areas;
- Routes in the sagebrush (subalpine zone) vegetation type in the subalpine zones of the Coyote area.
- Routes in the Limber Pine-Western Juniper vegetation type in the Coyote Area;
- Routes in the Pinyon-Juniper (White Mnt. side) vegetation type in Redding Canyon;
- Routes in the Whitebark pine-Alpine vegetation type in the Coyote area;
- Routes in the alpine vegetation type in the Coyote area.

For routes that have active rills and/or small gullies and are in a slow-growing vegetation type, the natural revegetation process would likely be appreciably more than twenty years.

Revegetation is expected to occur in the medium-term (5-20 years) on routes without active restoration when soils are not actively eroding or heavily compacted and there is some existing vegetation in wheel tracks, or in wetter or middle elevation areas.

Vegetation types that indicate relatively higher amounts of annual precipitation or high ground water tables (approximately 18.5 miles of routes) and would have relatively faster vegetative recovery with route closure are:

- Routes in the Aspen vegetation type in the Coyote and Bishop Creek areas.
- Routes in the Lodgepole pine vegetation type in the Coyote area;
- Routes in the Meadow vegetation types in the Coyote area.
- Routes in the mountain mahogany vegetation type in the Bishop Creek and Coyote areas.

- Routes in the Pinyon-Juniper (Sierra side) in the Bishop Creek and Coyote areas. Routes in the sagebrush (lower elevation) vegetation types in the Bishop Creek, Coyote and Horton Creek areas.

Sensitive Plants: There may be impacts to individual sensitive plants in the project area, but the implementation of the No Action alternative will not lead to a trend toward Federal listing or a loss of viability of any sensitive plants in the vicinity of the roads, specifically Father Crowley lupine (*Lupinus padre-crowleyi*), or scalloped moonwort (*B. crenulatum*), (Also see Effects Relative to Significance Factors No. 9, below).

Cumulative Effects - Vegetation

The no action alternative, when combined with past, present and reasonably foreseeable future actions, would not lead to any cumulative significant effects to vegetation. Past and current actions such as the existing NFTS routes, dispersed campsites, historical mining sites, as well as unauthorized routes, have contributed to a loss of vegetative cover over a relatively small portion of the project area. While there has been a loss of vegetation, the vegetation types affected are widespread and only a small percent has been lost overall on a watershed or Forest-wide scale. Approximately 1.5% of the existing 119 unauthorized routes in project would have improved conditions for revegetation through restoration treatments under the no action alternative, which is a very slight decrease in overall cumulative effects. Future implementation of Phase II of this project and continued implementation of the Travel Management Decision, would also combine to have slight beneficial effects to vegetative cover.

Sensitive plants would also not have any significant cumulative effects under the no action alternative. Despite the slower recovery of the routes and higher risk of unauthorized use, there will still be some improvement of habitat condition under the No Action alternative. Because of the risk of unauthorized use and unrepaired erosional problems, it is my determination that the No Action alternative may impact individual plants but will not lead to a trend toward Federal listing or a loss of viability for any sensitive plant species

Proposed Action

Direct and Indirect Effects – Vegetation

The analysis boundary for direct and indirect effects to vegetation includes the 100 foot wide project area corridor for each route. Under the proposed action, there would be a moderate beneficial effect of long term duration to vegetation. Approximately 40.5 acres of route surfaces would have more rapid revegetation relative to the no action alternative as a result of the restoration treatments. Approximately 54% of the routes would have improved conditions for revegetation as a result of the restoration treatments. This is equal to 54% of the unauthorized routes in the project area. On routes without active restoration proposed, the action and effects are the same as under the no action alternative.

Routes that will be added to the NFTS or as administrative/permitted roads: Four routes are proposed for addition to the NFTS and eight routes are proposed for administrative/permitted use without public access. These routes would continue to receive motorized traffic, though these routes would receive less use than routes added to the NFTS. Routes with known resource concerns would have mitigation to minimize the likelihood of route erosion and other resource issues. Vegetative recovery would be minimal on all routes due to motorized vehicle traffic. We anticipate that the administrative/permitted

use routes would begin to recover vegetation to a limited extent due to decreased motorized use. The exact amount of recovery cannot be determined, but these routes would continue to lack vegetation along wheel tracks, at least. There would be less vegetative recovery on these routes relative to the no action alternative, but when combined with restored routes proposed under this alternative, there would be a net increase in revegetation.

There would be an upward trend in habitat conditions on the 49 routes with a total distance of 24 miles in the project area. The upward trend would be enhanced compared to the No Action Alternative on the portions of the 119 routes totaling 46 miles that would have limited restoration treatments per the Travel Management decision. The time period for the revegetation process on the 24 miles of routes would be less than the time period for revegetation without restoration treatments. The comparative reduction is difficult to predict, but past restoration activities on the Forest have demonstrated that there would likely be visible revegetation in the medium term (5-10 years). This initial revegetation would likely be early-successional shrubs, and not the same species as areas adjacent to the unauthorized routes. The re-vegetated areas would, however, generally be a natural-appearing environment.

Seeding and/or revegetation are proposed on 20 routes totaling approximately 12 miles. Most of these areas occur in slow growing vegetation types, in areas where soil disturbance is proposed and/or where there is a risk of invasive weeds after soil disturbing treatments. While it's difficult to estimate exactly how much faster revegetation will occur with active planting and seeding we anticipate that even in slow growing vegetation types, revegetation will be up to decades faster compared to the no action alternative.

Sensitive Plants: There may be impacts to individual sensitive plants in the project area, but the implementation of the Proposed Action alternative will not lead to a trend toward Federal listing or a loss of viability of Father Crowley lupine (*Lupinus padre-crowleyi*, or scalloped moonwort (*B. crenulatum*) (see Effects Relative to Significance Factor No. 9, below).

Only five of the routes with proposed actions are near enough to sensitive plant populations to have possible effects on these plants (U-085138, U-N2210, U-N2198,). Treatments proposed for three of routes near sensitive plant populations include water bars, native mulches, chunking, raking, mulching and seeding with native plants. For these three roads, a botany monitor will be on site to either flag the sensitive plant populations or habitat for avoidance or supervise the actual work.

The construction of water bars, raking, chunking of the road surface, or revegetation procedures (raking in seed, planting small grass or shrub starts), may cause crushing, removal from the soil, or breaking of stems of sensitive species. Flagging of the populations or presence of a botany monitor (design feature) should remove most of the risk of these damages. There is some risk of weed invasion due to the soil disturbance, but since no weeds are currently known from the sensitive plant locations, this is a minimal risk.

The soil disturbance of chunking, constructing waterbars, and revegetation will provide microhabitats for seeds of surrounding vegetation and will encourage re-growth of native vegetation including the rare species. Studies have shown that these treatments of road surfaces hasten recovery (Abella et al., 2007, Kay, 1988), restoring sensitive plant habit more quickly than the No Action Alternative.

None of the routes proposed for adding to the OHV trail system or administrative use are within habitat for the sensitive species present. No new soil disturbance will occur along these routes, as they already exist on the ground. The general effects of road use on plants (see above) would continue, but use on the administratively permitted roads would decrease.

In total, 0.91 miles of road in sensitive plant habitat will be actively restored, and another 1.21 acres will be allowed to revegetate naturally, for a total of approximately 4 acres of restored habitat.

Non-native invasive weeds: Noxious weeds are widespread along the lower elevations of the project area, but they are not a Forest priority for treatment. Weed populations are known to occur on 18 routes in the project area. Restoration activities will disturb soils and therefore lead to a short-term risk of spreading weeds in the project area. The risk of spreading weeds is higher on the 18 routes in the project area with existing weed populations. The habitat vulnerability is moderate, however, due to limited annual precipitation and available water.

Cumulative Effects - Vegetation

The analysis area for vegetative cumulative effects is the area within 50 feet on either side of project roads. This is because any effects to vegetation from the proposed project would be negligible beyond the project area.

The proposed action would have a beneficial effect to vegetative recovery in the project area, and therefore would reduce the cumulative loss of vegetation that has occurred through past and present activities. There would be no significant cumulative effects to vegetation. With implementation of this proposed action, along with implementation of the Travel Management decision and Phase II restoration activities, there would be a long term, small areal extent of increased vegetation growth.

In the Travel Management decision in 2009, the NFTS was designated, and of the sensitive plants considered here, 21 routes within 100 feet of the sensitive plants remained open as part of the road system. Four routes were designated unauthorized and are being restored either in the current project or the Wilderness Road Restoration Project also proposed at this time.

The designation of new wildernesses and expansion of the existing wildernesses also protected habitat for these sensitive species. Cumulatively these actions, including the proposed action, have increased suitable habitat for sensitive species, a beneficial cumulative effect.

3.3 Soils

3.3.1 Affected Environment

Routes in the project area generally lack the organic ground cover, litter, and upper soil horizons that are important to soil function, plant health and watershed function. Many of the routes lack vegetation, exposing soils to weathering and erosion from water runoff and wind. The primary effects of off-highway vehicles (OHV) activity on soils and overall watershed function include altered soil structure (soil compaction in particular), displacement of the surface horizon(s) which contain much of the nutrients, creation of ruts where water can concentrate, and destruction of soil crusts (biotic and abiotic) and desert pavement (fine gravel surfaces) that would otherwise stabilize soils. Most soils in the west side (Sierra Nevada) project area are derived from granite or glacial till. Most soils on the east side (White Mountains) of the project area are derived from metamorphic rock.

Compacted soils: Indicators of soil compaction include soil bulk density (weight per unit of volume), soil strength (the soil's resistance to deforming forces), and soil permeability (the rate at which water or air infiltrates soil). Soils have become compacted on project area routes in varying degrees of severity. The compaction has reduced the ability of soils to infiltrate water and restricted plant root development, arresting plant development.

Soil displacement: Vehicle tires displace the loose non-cohesive surface soils in the project area, creating berms on the side of the route. The majority of nutrients for plant growth and watershed health are contained in the surface soils. In addition, the nutrient rich surface soils absorb and retain water better than the subsurface soils. Displacement puts the surface soil at risk of accelerated erosion, losing its valuable nutrients.

There are twenty four routes or segments of routes (approximately 17.9 miles) that were identified as having accelerated erosion (rills and/or small gullies). Generally, the eroding sections are on steeper grades (greater than 15% slope) and do not contain surface drainage features or soil stabilizing structures. Table 3 below shows the routes with known active erosion and each of those route's length

Table 3 Routes with known active erosion (rills and small gullies) including Focus area and miles of the entire route. Generally, active erosion was found only on segments of the route and not the entire route.

Area	Route	Miles
<i>Bishop/Horton</i>	2046	.04
	2039	.17
	2187	.43
	2697	.07
	2186	.11
<i>Coyote</i>	N10000	.26
	N10001	.16
	N10003	.06
	08S122	2.45
	07S109	.52
	07S110	1.4
	08S142	.35
	09S105	1.1
	07S114	.20
	08S117	1.2
	08S123	1.1
	08S138	.62
	08S140	.78
	N10002	1.0
N2198	.78	
09S101	.34	
<i>Redding Canyon</i>	N10089	.78
	N2078	.31
	N2098	1.9
Total		17.9

3.3.2 Environmental Consequences

No Action

Direct and Indirect Effects – Soils

There would continue to be soil erosion and compaction on some unauthorized routes throughout the project area, a continuation of existing conditions, in the short to medium term. In the long-term, on the order of decades, soil erosion and compaction would be reduced due to natural recovery processes.

Routes with erosion: There would continue to be a downward trend in the condition of soils due to ongoing erosion along 25 routes (or segments of these routes) totaling 17.9 miles in length. Heavy rain or runoff events would continue to erode soils from routes on steep grades or sections where gullies and rills have already formed. Without active restoration, some erosion might decrease over the long term, but most will continue. This will lead to continued soil loss along these 25 routes.

Compacted soils: Compaction is present on 27 out of 49 routes proposed for active restoration. There would be a slow upward trend in soil conditions over the long term. The degree of soil compaction on routes was not assessed for the project, and one would need to understand the degree of compaction to predict the recovery rate. Bolling and Walker (2000) indicate the effects from severe compaction can continue for decades in arid environments. Until soils become decompacted and otherwise stabilized, the reestablishment of native vegetation will be inhibited on project area routes.

Cumulative Effects - Soils

The no action alternative would not lead to cumulatively significant impacts to soil erosion or compaction, when combined with past, present and reasonably foreseeable future actions in the project area. Unauthorized routes without active restoration would continue to contribute to the bare, compacted soil and continue relatively small volumes of soil loss. Other activities that have led to similar impacts in the project area include NFTS roads, dispersed camping, grazing past mining activities and other recreational use. These uses, while they have led to soil compaction and some erosion, have caused relatively little soil disturbance on a watershed scale in the project area. Therefore, the continuation of soil erosion and compaction from unauthorized routes would not lead to any significant cumulative effects when combined with relatively minor past actions. Further, unauthorized routes in the area have been closed under the 2009 Travel Management decision, and will gradually have reduced soil erosion. Therefore, even under the no action alternative, there will be gradual soil recovery.

Proposed Action

Direct and Indirect Effects – Soils

The discussion in this section includes all routes in the project area. The analysis boundary for direct and indirect effects to soils is the 100 foot wide route corridor: 50 feet on each side of the centerline of the route. The indicator for this objective is route sections with eroding soils, with the measure being the miles of former routes with visible soil erosion (rills and small gullies). This section also discloses the effects to soil compaction. Compacted soils were indicated by the routes having either no vegetation across the entire twelve foot wide route prism, no vegetation in the wheel tracks, or platy structure of the surface soils.

There would be a moderate intensity, long term beneficial effect to soils under the proposed action, though there would be a moderate intensity, local, and short-term adverse impact during restoration treatments. The nine restoration treatments would displace and/or disturb soils during implementation activities. The disturbance would be of short duration (one to five days) on each route while restoration activities are being implemented, then recovery would begin at a faster rate than under the No Action alternative. The BMPs included in the project's management requirements (see Section 2.2.3) would prevent any soil erosion from routes over the medium or long-term.

Soil erosion: All of routes sections with known active erosion (totaling 17.9 miles) would have active restoration treatments such as chunking, ripping, water bars or similar erosion control structures. These route surfaces would be stabilized and soils protected from additional erosion, therefore resulting in moderate and long-term beneficial effects over 17.9 miles of currently existing but unauthorized routes..

Soil compaction: On restored routes, compaction would be alleviated in varying degrees by implementing the proposed action. Many of the routes within the project area contain soils sufficiently compacted to prevent vegetation growth either on the whole route or in the wheel tracks. The Proposed Action's activities include soil decompaction on portions of seventeen routes. Other restoration activities such as installing waterbars, vertical mulch, native mulch and raking would also help to decompact some of the soils along the routes though to a lesser degree. These activities would occur along an additional ten routes with recognized compaction.

The four routes proposed for addition to the NFTS and eight routes proposed for administrative/permitted use and access to private lands already exist, and would continue to receive motorized traffic, though the administrative/permitted use routes would receive less than the routes added to the NFTS. The route with access to private lands would receive about the same use. Routes with known resource concerns would contain mitigation to minimize the likelihood of route erosion and other resource issues. Therefore, these routes would not increase soil erosion.

Cumulative Effects - Soils

The proposed action would not contribute to any significant cumulative effect when combined with past, present and reasonably foreseeable future actions. The project would have additive beneficial effects when added to other soil conditions. The project would restore about 40.5 acres (24 miles) of existing unauthorized roads, and would add about 4 acres (2.8 miles) of currently unauthorized road to the system or as permitted routes. While the added routes would not have any recovery of soil compaction, the restoration that would decompact soils and reduce erosion would have a greater positive effect.

Other activities that have compacted soil and caused erosion in the project area include construction and use of NFTS roads, dispersed camping, grazing, past mining activities and other recreational use. These uses have caused relatively little soil disturbance on a watershed scale in the project area. The proposed action would reduce the area of soil compaction in the next 20 years by about 40.5 acres. This, combined with the 2009 Travel Management Decision that closed unauthorized routes, will have minor, long-term beneficial effects to soil compaction and erosion, reducing the area of compaction and reducing erosion.

3.4 Water Quality and Watershed Condition

3.4.1 Affected Environment

The project area contains eight HUC 6 (12th field) watersheds. These are watersheds generally between 10,000 and 40,000 acres and are typically used when analyzing the effects of a project on water quality and watershed function. Table 4 below displays the miles of routes per action by watershed. It also displays the watershed condition rating based on the Forest's watershed assessment completed in 2011.

Table 4. HUC 12 watershed, miles of routes per action and watershed condition.

HUC 6 (12 th Field) Watershed	Restoration Proposed	Other	No Action	Totals	Watershed Condition*
McGree Creek	1.8	0	.4	2.2	Fair- At Risk
North Fork Bishop Creek-Owens River	4.7	.3	4.5	9.5	Fair-At Risk
Rawson Creek-Owens River	2.6	.1	1.5	4.1	Fair- At Risk
Middle Fork Bishop Creek	.8	.1	.1	1	Fair – At Risk
Horton Creek	.2	0	2.5	2.7	Fair – At Risk
Baker Creek	3.2	0	3.8	7	Fair – At Risk
South Fork Bishop Creek	.8	0	.9	1.7	Fair – At Risk
Coyote Creek-Bishop Creek	9.8	2.7	4.9	17.4	Fair – At Risk
Totals	24	3	19	45.8	

*Ratings are based on the Watershed Condition Technical Guide (USDA Forest Service 2011)

Water resources within the Inyo National Forest are strongly influenced by topography and can vary widely over relatively short distances. Stream flows fluctuate significantly within a watershed, and vary from intense, high-volume, short duration flows to minimal flows to intermittent flows which may dry up during July and August. The difference in stream flow is related to time of day and season, highly variable precipitation, local geology, and geomorphology. Surface flow is limited in the project area due to the well-drained soils.

Runoff/Sedimentation: Though there is relatively little surface water in the project area, route U-N2648 in Coyote and U-N2098 in Redding Canyon are examples of routes with stream and/or wet meadow sedimentation.

Riparian Conservation Areas (RCAs): These are areas adjacent to aquatic features as designated by the Sierra Nevada Forest Plan Amendment EIS and ROD of 2004 (USDA Forest Service 2004).³ Routes within RCAs have a higher risk of creating sedimentation into stream channels and meadows. Table 5 below summarizes the miles of routes within RCAs per focus area. Approximately 9.9 miles of unauthorized routes are located within RCA's (see table 5 below).

Table 5. Miles of routes within Riparian Conservation Areas (RCAs) per focus area and action.

Key/Focus Area	Restoration Proposed	Added to NFTS or permitted use	Currently closed - no additional restoration proposed	Total
Bishop Creek	0.2	0.28	0	0.48
Coyote	1.58	0.1	0.83	2.5
Horton Creek	0	0	0.12	0.12
Redding Canyon	2.93	0.28	3.64	6.58
Total	4.7	0.66	4.6	9.9

3.4.2 Environmental Consequences

No Action

Direct and Indirect Environmental Consequences – Water quality and watershed function

Water quality and watershed function would remain the same as existing conditions in the short to moderate term. In the long term, there would be a gradual, minor decrease in soil erosion, sedimentation into surface water, and impacts to water quality. The beneficial effects would occur only on a small subset of routes, as discussed below.

Routes with known sedimentation: There would continue to be a impacts to water quality due to ongoing off-site erosion and water body sedimentation along two routes (or segments of these routes) totaling two miles in length. Heavy rain or runoff events would continue to erode soils from routes and potentially deliver sediment to water bodies.

RCA's: Approximately 10 miles of routes within RCA's would remain closed (blocking and limited disguising), but would have no active restoration. There would be continued risk of impacts to riparian areas and water bodies for 5-20 years, or more, until these routes have recovered and revegetated.

³ Riparian Conservation Areas (RCAs) are designated on page 42 of the SNFPROD (2004); RCOs are described on pages 33 and 34.

Cumulative Effects - Water quality and watershed function

There would not be any adverse cumulative effects under the no action alternative. Under the no action alternative, routes would remain in their existing condition for the short to medium term, though there would be some minor reduction in sedimentation over the long term.

Though most of the project area does not have major water quality or watershed function alteration, the Coyote Creek-Bishop Creek watershed has major and fundamental alteration of watershed function. Bishop Creek has hydroelectric development over much of its length. Flows in this watershed are fundamentally altered by this hydrologic development, and are almost wholly controlled by humans. However, the no action alternative would be no effect to flows in Bishop Creek and therefore there would be no additive cumulative effect to flows.

Cumulative effects for water quality and watershed function for each HUC 6 (12th field) watershed are also analyzed here in terms of Cumulative Watershed Effects. We used the equivalent roaded area method to estimate potential effects to watershed function. The equivalent roaded area method uses the percent of each watershed that is made up of man-made impervious surfaces to estimate potential effects to watershed function. Impervious surfaces, such as roads, do not allow runoff to infiltrate into the soil, and therefore can cause increased runoff, increased erosion, and decreased groundwater recharge. In the equivalent roaded area method, each land use type is given a rating of zero to one, with one being completely impervious (such as a road), and numbers closer to zero being only slightly impervious (such as a lightly grazed meadow). Each watershed is given a threshold of concern. When watersheds reach about 80% of their threshold of concern, they are considered at-risk for cumulative watershed effects. In this project area, there are eight 12th field watersheds, all with a threshold of concern of 14-18% equivalent roaded area. Under current conditions, all are at less than 6%, so are not at risk of cumulative watershed effects. Under the no action alternative, there would be no addition of new disturbance, so the equivalent roaded area would remain the same for each watershed and would not move any closer to the watershed's threshold of concern.

Proposed Action

Direct and Indirect Effects – Water quality and watershed function

The discussion in this section includes all routes in the project area. The analysis boundary for direct and indirect effects to water is the 100 feet on each side of the centerline of the route. This is the area for which route erosion can enter surface water. Cumulative effects are discussed on the HUC6 (12th field) watershed scale. Watershed function is defined here as the overall watershed hydrology, including groundwater infiltration and groundwater flow, surface flow patterns, and runoff patterns.

The effects to water quality and watershed function are discussed through the indicators associated with the need to protect and enhance water quality and watershed function by stabilizing areas with known stream sedimentation and routes within Riparian Conservation Areas (RCA's). The indicators for this objective are the number of routes with known sedimentation, and number of routes restored within RCA's.

There would be a moderate, local beneficial effect of long term duration in the project area to water quality after project completion. In the short term, there should be no effect to water quality and

watershed function. The nine restoration treatments would displace and/or disturb soils during implementation activities, but the disturbance would be of short duration (one to five days) on each route while restoration activities are being implemented. The BMPs included in the project's management requirements (see Section 2.2.3) would prevent any erosion, sedimentation or water quality degradation from routes over the short term (Appendix B contains a detailed description of relevant BMPs). In the long term, routes near water would have restoration actions to help reduce potential for water quality degradation.

Routes with known sedimentation. The two routes (U-N2187 and U-N2098) with known off-route erosion and water body sedimentation would be stabilized and erosion retarded, locally improving water quality.

RCA's: Active restoration would occur on 4.7 miles (47%) of routes within RCA's. This would reduce the risk of off-site erosion and water body sedimentation on these routes. The overall effect on a watershed scale would be too small to measure.

The four routes proposed for addition to the NFTS and eight routes proposed for administrative/permitted use and access to private lands already exist, and would continue to receive motorized traffic, though the administrative/permitted use routes would receive less than the routes added to the NFTS. Routes with known resource concerns would contain mitigation to minimize the likelihood of route erosion and other resource issues. Therefore, these routes would not increase impacts to water quality or watershed function.

During project design, the Forest determined Best Management Practices (BMPs) necessary to ensure consistency with riparian conservation objects and the aquatic management strategies for the RCAs in the project area, as required in the Sierra Nevada Forest Plan Amendment (USDA Forest Service, 2004). These BMPs allow the project to minimize the risk of activity-related sediment entering aquatic systems and impacts to aquatic and riparian-dependent plant and animal species.

Cumulative Effects – Water quality and watershed function

The proposed action would not contribute to any significant cumulative effect to water quality or watershed function, and would actually have a slight beneficial effect on a watershed scale, though likely too small for measured improvement. There would be an overall reduction in sedimentation and water quality degradation at a local scale. While there are many current activities in the eight project watersheds that cause moderate soil erosion and sedimentation (such as dispersed recreational use and NFTS roads), and some that cause major effects to watershed function (such as hydropower development on Bishop Creek), this project would have no overall adverse effect to water quality or watershed function, and therefore there would be no adverse cumulative effect.

Cumulative watershed effects were analyzed using the equivalent roaded area method, as described under the No Action alternative cumulative effects analysis. Currently, all watersheds have an equivalent roaded area far less than their threshold of concern, with all below 6%. Thresholds of concern range from 14-18% for the eight watersheds in the project area. Most of the project activities reduce the area of impervious surfaces through restoration activities such as chunking, adding waterbars, raking, and removing berms from roads. Therefore, there would be improved infiltration over the 40.5 acres that would have active restoration. The addition of the 4 routes to the NFTS and eight routes for permitted use only, would prevent those routes from recovering their natural permeability. Those routes are in

three watersheds; North Fork Bishop Creek-Owens River, Coyote Creek-Bishop Creek, and Rawson Creek-Owens River. The proposed additions would have a very small effect in those watersheds, far too small to show any real difference in cumulative watershed effects, and would be more than compensated for by the restoration actions proposed. Table 6 below shows a comparison of cumulative watershed effects using the equivalent roaded area method for each of those three watersheds. It shows that there is essentially no difference between cumulative watershed effects under the alternatives.

Table 6. Calculated equivalent roaded area (ERA) for each of the three watersheds that would have currently unauthorized routes added to the NFTS or added for permitted use only. Numbers are in percent of watershed area estimated 20 years after project implementation.

Watershed	Equivalent Roaded Area - Percent of watershed		
	Existing Condition	No Action Alternative	Proposed Action Alternative
North Fork Bishop Creek-Owens River	5.41%	5.41%	5.37%
Coyote Creek-Bishop Creek	3.78%	3.78%	3.78%
Rawson Creek-Owens River	1.08%	1.08%	1.06%

3.5 Effects Relative to Significance Factors (Context and Intensity)

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 3.2.1, Effects to Vegetation; Section 3.2.2, Effects to Soils; and Section 3.2.3, Effects to Water Quality/Watershed Function, and in specialist reports incorporated by reference. There were no significant adverse effects identified for any resource due to the limited extent, duration and intensity of proposed activities.

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

The purpose of the proposed action is to restore routes with known erosion to promote natural revegetation processes and enhance water quality/watershed condition. Based on the low accident history, the addition of new routes and authorized administrative and permitted use is not predicted to compromise public safety. The short duration of equipment use would not affect air quality or public health.

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. #2011050401616 has been prepared by Forest Heritage Resource Specialists. 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 heritage protection measures described in Section 2.2.3 - 'Proposed Action Management Requirements', and/or 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: There is one wet meadow in the project area (Redding Canyon, route U-N2098). The Proposed Action would restore the route through the meadow. Implementation of Best Management Practices (BMP's) outlined in Section 2.2.3 - 'Proposed Action Management Requirements' during implementation would protect the wet meadow. It is anticipated beneficial direct, indirect and cumulative effects to the meadow both in the short-term and long-term from restoring this route, because it will return hydrology of the meadow closer to its pre-road condition, without interruption from the road.

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.

Inventoried Roadless Areas: The proposed action would enhance primitive and semi-primitive roadless character by restoring damaged resources and impacts to scenic quality.

Wilderness: This project is not in and does not affect wilderness. Therefore, there would be no direct, indirect or cumulative effects on Wilderness.

Ecologically critical areas: *Critical Aquatic Refuge (CAR) Coyote area:* This CAR was established in the 2001 Sierra Nevada Forest Plan Revision, and provides critical habitat for Mountain Yellow Legged Frogs (*Rana sierrae*) (MYLF). Recent surveys indicate that the MYLF is extirpated from this area, likely do to chytrid disease. Approximately 3.2 miles (46%) of routes will be actively restored in this CAR. There will be an increase in vegetative recovery on the restored routes compared to the no action alternative. In addition, the active restoration would stabilize the routes limiting the potential for off-site erosion and sedimentation. There would be beneficial direct and indirect effects from the proposed restoration in this ecologically critical area, if the frog ever returns to the area

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

During the Scoping period, there were no issues submitted deemed by the Forest Service as being highly controversial. There were no comments from Native American Tribes in response to official letters sent to tribal governments. The Tribal Historic Preservation Officer from the Bishop Paiute Tribe of Owens Valley visited several routes in the project area, and did not express any concerns with the effects of the Modified Proposed Action. The implementation of the project elements would utilize routine restoration techniques suitable for routes found in the project area. Public and agency comments are summarized in Section 1.6, Public Involvement and Native American Consultation.

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

The effects on the human environment are not uncertain and do not involve unique or unknown risks. The Inyo National Forest has completed several similar projects with similar resource conditions, but in smaller project areas, in the past ten years. The projects are meeting the objectives for resource condition improvement, and none had any unanticipated effects to soil or water resources or other elements of the human environment. There is extensive literature and research on the environmental effects of off-highway vehicle use and restoring routes on public lands (Bolling and Walker 2000). There is also extensive federal land managing agency experience in California with off-highway vehicle route restoration, on the Inyo National Forest, Bureau of Land Management Bishop office, San Bernardino National Forest to name a few. The Proposed Action draws on that experience.

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 route restoration actions for the project area. The Modified Proposed Action includes all route-related activities that the Forest can foresee in the project area. The environmental analysis concludes there would be no significant effects resulting from the implementation of the complete list of identified route restoration 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 route restoration actions in the project area 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 throughout Section 3.2 indicates the proposed action overlaps in time and space with other actions, including the implementation of the Travel Management EIS and ROD (Inyo National Forest 2009). This action and the Travel Management Decision would have similar types of beneficial effects to the soil quality, vegetation recovery and water quality/ watershed condition in the project area, and therefore would, together, benefit the project area. Therefore there would not be any cumulatively significant adverse impacts from implementation of the proposed action.

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 (Nicholas, 2013), 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 determined 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 Modified Proposed Action.

In the event that any new cultural resources are discovered during project implementation, a Forest Heritage Resource Specialist must be notified in accordance with the provisions of the Programmatic Agreement, and cultural resources would be avoided.

9. The degree to which an 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 three project-specific biological evaluations: 1) a Biological Evaluation for Threatened, Endangered, Proposed, and Sensitive Plants (Weis 2013a); 2) a Biological Evaluation/Assessment for Terrestrial Animals (Perloff 2013) and 3) a Biological Evaluation/Assessment for Aquatic Animals (Ettema and Sims 2013).

The Biological Evaluation for Threatened, Endangered, Proposed, and Sensitive Plants (Weis, 2013a), incorporated by reference, has been prepared by the Assistant Forest Botanist. The evaluation concluded there is no potential habitat for any threatened, endangered, proposed or candidate plant species within or adjacent to the proposed project area.

Field surveys conducted in 2012 and 2013 indicated two species listed as sensitive by the Forest Service Pacific Southwest Region occur in the vicinity of four routes in the project area: Father Crowley lupine

(*Lupinus padre-crowleyi*), and scalloped moonwort (*B. crenulatum*) occur in the vicinity of some of the roads to be restored.

The Modified Proposed Action includes a management requirement that a botanist would either flag the sensitive plant populations' location or supervise the project's implementation so that all project work would avoid sensitive plants. The proposed project may impact individual plants of the two sensitive species above, but will not lead to a trend toward federal listing or loss of viability of either species.

The Biological Evaluation/Assessment for Animals (Perloff, 2013), incorporated by reference, has been prepared by the North Zone District Wildlife Biologist. The evaluation concluded there is no potential habitat for any threatened, endangered, proposed or candidate animal species within or adjacent to the proposed project area.

One terrestrial species listed as sensitive by the Forest Service Pacific Southwest Region, Panamint alligator lizard (*Elgaria panamintina*), has potential habitat in the project area. One route, U-N2098, in the Redding Canyon area, is within habitat for Panamint alligator lizard. The Proposed Action includes a management requirement that a Forest Biologist would monitor the route for lizards during implementation. The evaluation determined the Proposed Action may impact Panamint alligator lizard individuals, but would not result in a trend towards federal listing or loss of viability in the project area for this species. No other sensitive species are known to occur within the analysis area, nor is there suitable habitat present for any of these other species.

The Biological Evaluation/Assessment for aquatic species (Ettema and Sims, 2013), has been prepared and incorporated by reference. The evaluation concluded that would be no effect to Threatened, Endangered, Proposed, and Sensitive aquatic species in the project area. There is habitat for a proposed Endangered aquatic species in the project area. The Mountain Yellow Legged Frog (MYLF) (*Rana sierrae*) is proposed for listing as Endangered. (Federal Register, Vol. 78 No. 80, dated April 25, 2013)

There is one aquatic species listed as sensitive by the Forest Service Pacific Southwest Region Mountain Yellow Legged Frog (MYLF) (*Rana sierrae*) have potential habitat in the project area. MYLF were found in the Coyote area in past years, but recent surveys have indicated that they are extirpated from this area, potentially due to the chytrid fungus. As such, the Proposed Action would not impact habitat or result in a trend federal listing or loss of viability in the project area for this species. No other sensitive species are known to occur within the analysis area, nor is there suitable habitat present for any of these other species.

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

The proposed action is consistent with Federal, State and local law and regulations. The following discusses individual laws and regulations.

Clean Water Act: The Modified 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 Best Management Practices in the Modified Proposed Action Section 2.2.3 to protect water quality.

The Forest will determine with appropriate regulatory agencies whether permits may be necessary to comply with Clean Water Act Section 404-401 or for National Pollutant Discharge Elimination System (NPDES) permits for the project before implementation.

National Forest Management Act: The Modified Proposed Action is consistent with the National Forest Management Act, because neither alternative would threaten the viability of any sensitive species (Perloff 2013, and Weis 2013a).

Inyo National Forest Land and Resource Management Plan (1988) (LRMP): The Modified 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, and to comply with state and federal water quality goals (LRMP, pg.68).

Sierra Nevada Forest Plan Amendment Record of Decision (2004): A Riparian Conservation Objective analysis has been completed for this project. The Hydrology and Soils Specialist Report, dated June 2013 and incorporated by reference, indicates the Modified Proposed Project is consistent with the Riparian Conservation Objectives, standards and guidelines applicable to this project. The report's determination is that the Modified Proposed Action would have minor to major, local beneficial effects to watershed conditions.

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.

Executive Order 11988: Floodplain Management: Implementation of BMP's would protect floodplains during implementation of restoration treatments. The restoration treatments are designed to restore and enhance riparian and adjacent areas.

Executive Order 11990: Protection of Wetlands: Implementation of BMP's would protect the wet meadow on route N2098 during restoration treatments. The restoration treatments were designed to provide short-term and long-term stabilization to the wet meadow.

11. Context of proposed action (national, regional, local, short and long-term)

The nature of this project is local with an improvement to HUC 6 (12th field) watersheds and a regional improvement to the surrounding landscapes. There would be no significant effects caused by the local nature of this project.

CHAPTER 4. CONSULTATION AND COORDINATION

4.1 Tribes, Organizations, Agencies and Individuals Consulted

For a complete list of individuals and interest groups, refer to the project record available at the Supervisor's Office in Bishop.

- Utu Utu Gwaitu Paiute Tribe of Benton
- Bishop Paiute Indian Tribal Council

- Big Pine Paiute Tribe of Owens Valley
- Bridgeport Paiute Indian Colony
- Mono Lake Kutzadika^a Tribe
- Fort Independence Community of Paiute Indians
- Lone Pine Paiute-Shoshone Reservation
- Timbisha Shoshone of Death Valley
- California Native Plant Society
- California Department of Fish and Wildlife
- Center for Biological Diversity
- Friends of the Inyo
- Sierra Club, Range of Light Chapter
- Mono Lake Committee
- Western Watershed Project
- Inyo County
- Mono County
- Los Angeles Department of Water and Power
- Mammoth Community Water District
- MAMBO
- Ventura Motorcycle Club
- Lahontan Regional Water Quality Control Board
- US Department of Fish and Wildlife

4.2 Environmental Assessment Preparers

Nicholas Ettema, Fisheries Biologist

Todd Ellsworth, Watershed Program Manager & Project Leader

Jon Kazmerski, North Zone Recreation Officer

Carol Spinos, Resources Staff Officer

Richard Perloff, Wildlife Biologist

Lisa Sims, Forest Aquatic Biologist

Erin Noesser, Forest Hydrologist

Colleen Nicholas, South Zone Archeologist

Marty Hornick, Forest Motorized Vehicle Program Coordinator

Sue Weis, Botanist

REFERENCES

- Abella, S.R., A.C. Newton, D.N. Bangle. 2007. Plant succession in the Eastern Mojave Desert: an example from Lake Mead National Recreation Area, southern Nevada. *Crossoma* 33(2R), Fall-Winter 2007, pp. 45-55.
- Bolling, J.D., and Walker, L.R., 2000. Plant and Soil Recovery Along a Series of Abandoned Desert Roads: *Journal of Arid Environments*, v. 46, no. 11, pp. 1-24.
- Bolling, J.D., and Walker, L.R., 2002. Fertile Island Development Around Perennial shrubs across a Mojave desert Chronosequence: *Western North American naturalist*, v. 62(1), pp. 88-100.
- Ellsworth T.J. and Moore, M. 2013. Hydrology and Soils Specialist Report, Bishop Creek Phase I Unauthorized Route Restoration Project, June, 2013. USDA, US Forest Service, Inyo National Forest
- Ettema, N. and L. Sims. 2013. Biological Evaluation/Biological Assessment for Aquatic Species, Bishop Creek Phase I Unauthorized Route Restoration Project. Inyo National Forest.
- Inyo National Forest 2007. Decision Notice for Weed Eradication and Control on the Inyo National Forest, Environmental Assessment
- Kay, BL. 1988. Artificial and natural revegetation of the second Los Angeles aqueduct. *Mojave Revegetation Notes*, #24, Sept. 1988. UC Davis Agronomy and Range Science. 32 pgs.
- Napper, Carolyn. 2005. Road Decommissioning Effectiveness Monitoring Techniques. USDA, Forest Service, San Dimas Technology and Development Center, San Dimas, California.
- Nicholas. 2013. Cultural Resources Report (HRR#2011050401616), Bishop Creek Phase I Unauthorized Route Restoration Project, April, 2013. USDA, US Forest Service, Inyo National Forest.
- Perloff. 2013. Biological Evaluation/Assessment – Animals, Bishop Creek Phase I Unauthorized Route Restoration Project, April 18, 2013. USDA, US Forest Service, Inyo National Forest.
- USDA Forest Service. 2011. Region 5 FSH 2509.22 – Soil and Water Conservation Handbook, Chapter 10 - Water Quality Management Handbook, Best Management Practices.
- USDA Forest Service. 2011. Forest Service watershed condition classification technical guide. Washington, D.C.: U.S. Department of Agriculture, Forest Service, Watershed, Fish, Wildlife, Air and Rare Plants Program.
- USDA Forest Service. 1988. Inyo National Forest Land and Resource Management Plan. Final Environmental Impact Statement.
- USDA Forest Service. 2001. Record of Decision, Sierra Nevada Forest Plan Amendment, Final Environmental Impact Statement.
- USDA Forest Service. 2004. Record of Decision, Sierra Nevada Framework Plan Amendment, Final Environmental Impact Statement.

USDA Forest Service. 2006. Programmatic Agreement Among the U.S.D.A. Forest Service, Pacific Southwest Region, U.S.D.A. Forest Service, Intermountain Region's Humboldt-Toiyabe National Forest, California State Historic Preservation Officer, and Advisory Council on Historic Preservation Regarding the Process for Compliance with Section 106 of the National Historic Preservation Act for Designating Motor Vehicle Routes and Managing Motorized Recreation on The National Forests In California.

Weis, S. 2013a. Biological Evaluation for Sensitive Plant Species, Bishop Creek Phase I Unauthorized Route Restoration Project, April 10, 2013. USDA, US Forest Service

Weis, S. 2013b. Noxious Weed Risk Assessment, Bishop Creek Phase I Road Restoration. April 2013.

APPENDIX A

Table 1. Proposed Route Activities under the Proposed Action, and Need for Change.

Focus Area	Map Name/#	U-Route #	Existing Condition/ Need for Change	Proposed Action
Bishop Creek	Bishop #3	U-N2046	Highly visible, risk of trespass. Actively eroding, compacted, contains grades up to 10% slope. Permitted access needed.	*Note: SCE requires access on this route- Add gate for their access; Native mulch, waterbars, chunking, leave parking spaces and footpath to creek
Bishop Creek	Bishop #1	U-N2964	Highly visible, risk of trespass.	Block with boulders, vertical mulch, leave parking space
Bishop Creek	Bishop #3	U-N2047	Highly visible, risk of trespass. Route compacted.	Block with small boulders
Bishop Creek	Bishop #2	U-N2039	Route is actively eroding with grades up to 10% slope.	Natural obliteration parallel to 07S01, waterbars, chunking, other soil stabilization actions
Bishop Creek	Bishop #2	U-N2187	Route highly visible, risk of trespass. Route incised, actively eroding, compacted, grades up to 14%. The stream crossing can divert water onto route.	Natural obliteration to the eastern end, waterbars, restore stream crossing, leave parking space
Bishop Creek	Bishop #2	U-N2040	The dump/shooting range is compacted.	Natural obliteration, other soil stabilization actions
Bishop Creek	Bishop #4	U-08S109	Permitted access needed	Special use access for SCE
Bishop Creek	Bishop #4	U-N2034	Permitted access needed	Special use access for SCE
Bishop Creek	Bishop #4	U-08S104	Route highly visible, risk of trespass.	Vertical mulch
Bishop Creek	Bishop #2	U-N2181	Route highly visible, risk of trespass.	Vertical mulch, revegetation, Add south half of route to system for administrative access
Bishop Creek	Bishop #2	U-N2697	Route highly visible, risk of trespass. Route incised, and actively eroding.	Vertical mulch, waterbars
Bishop Creek	Bishop #2	U-N2186	Route highly visible, risk of trespass. Route incised, and actively eroding.	Vertical mulch, waterbars, chunking, remove asphalt
Coyote	Coyote #7	U-08S144	Through monitoring, this route was identified as needed to facilitate a safe and sustainable OHV system. This route was identified as fulfilling critical recreation needs.	Add route to system as public OHV trail
Coyote	Coyote #5	U-N2196	Through monitoring, this route was identified as needed to facilitate a safe and sustainable OHV system. This route was identified as fulfilling critical recreation needs.	Add route to system as public OHV trail, contain campsites with barriers and native mulch

Focus Area	Map Name/#	U-Route #	Existing Condition/ Need for Change	Proposed Action
Coyote	Coyote #5	U-N2197	Through monitoring, this route was identified as needed to facilitate a safe and sustainable OHV system. This route was identified as fulfilling critical recreation needs.	Add route to system as public OHV trail, contain campsites with barriers and native mulch
Coyote	Coyote #7	U-07S112	Route highly visible, risk of trespass. Route is compacted.	Block with large boulders, revegetation, ripping, fencing, move kiosk to entrance
Coyote	Coyote #7	U-N10000	Route highly visible, risk of trespass. Route in loose soil, actively eroding, contains grades up to 35%.	Block with large boulders, straw wattles, revegetation, chunking, fencing
Coyote	Coyote #7	U-N10001	Route highly visible, risk of trespass. Route in loose soil, actively eroding, contains grades up to 35%.	Block with large boulders, straw wattles, revegetation, chunking, fencing
Coyote	Coyote #7	U-N10003	Route highly visible, risk of trespass. Route in loose soils, actively eroding, grades up to 20%.	Block with large boulders, waterbars, revegetation
Coyote	Coyote #6	U-08S122	Route highly visible, risk of trespass. Route in incised, actively eroding, compacted, contains grades up to 15% slope.	Block with large boulders, vertical mulch the first 300 yards, waterbars, revegetation, chunking
Coyote	Coyote #7	U-07S110	Route highly visible, risk of trespass. Route in loose soil, actively eroding, contains grades up to 35%.	Block with large boulders,; waterbars, revegetation, chunking, fencing
Coyote	Coyote #7	U-07S109	Route highly visible, risk of trespass. Route in compacted, and actively eroding.	Gate entrance, revegetation and chunking SW half, special use access for SCE on NE half
Coyote	Coyote #7	U-07S117	Permitted access needed	Gate entrance, special use access for SCE
Coyote	Coyote #7	U-N2073	Permitted access needed	Gate entrance, waterbars, special use access for SCE
Coyote	Coyote #2	U-N2217	Route highly visible, risk of trespass.	Log barrier, native mulch
Coyote	Coyote #4	U-08S142	Route highly visible, risk of trespass. The beginning part of the route is actively eroding, compacted, contains grades up 15% slope.	Native mulch
Coyote	Coyote #1	U-N2212	Route highly visible, risk of trespass. Route compacted.	Native mulch
Coyote	Coyote #4	U-N2700	Route highly visible, risk of trespass.	Native mulch
Coyote	Coyote #6	U-08S114	Route highly visible, risk of trespass. Route compacted, contains grades up to 25% slope.	Native mulch initial 100 ft. of route, waterbars, seeding, chunking

Focus Area	Map Name/#	U-Route #	Existing Condition/ Need for Change	Proposed Action
Coyote	Coyote #6	U-08S113	Route highly visible, risk of trespass. Route compacted , contains grades up to 30% slope.	Native mulch initial 100 ft. of route, waterbars, use pinyon pines for block/disguise
Coyote	Coyote #1	U-N2210	Route highly visible, risk of trespass.	Natural obliteration on south end, native mulch initial 100 ft., leave parking space
Coyote	Coyote #6	U-08S111	Route highly visible, risk of trespass.	Natural obliteration, vertical mulch initial 200 ft. of route
Coyote	E. of Map #6	U-N2648	The stream crossing is in degraded condition, with raw banks and an unimproved ford.	Restore stream crossing, issue right-of-way access to landowner
Coyote	Coyote #6	U-N1770	Route highly visible, risk of trespass. Route in compacted.	Vertical mulch
Coyote	Coyote #6	U-N2064	Route highly visible, risk of trespass.	Vertical mulch
Coyote	Coyote #1	U-N2213	Route highly visible, risk of trespass. Route compacted.	Vertical mulch, seeding, chunking with hand tools
Coyote	Coyote #7	U-N10004	Route highly visible, risk of trespass. Route in loose soils, contains grades up 20% slopes.	Vertical mulch, straw wattles, revegetation
Coyote	Coyote #2	U-09S105	Route highly visible, risk of trespass. Route incised, actively eroding, compacted, contains grades up to 25% slope.	Waterbars, chunking
Coyote	Coyote #7	U-07S114	Route highly visible, risk of trespass. Route compacted , contains grades up to 15% slope.	Waterbars, seeding
Coyote	Coyote #5	U-08S117	Route highly visible, risk of trespass. Route incised, actively eroding, compacted , contains grades up to 25% slope.	Waterbars, seeding, chunking
Coyote	Coyote #6	U-08S123	Route highly visible, risk of trespass. Route incised, actively eroding, compacted , contains grades up to 30% slope.	Waterbars, seeding, chunking
Coyote	Coyote #3	U-08S138	Route highly visible, risk of trespass. Route incised, actively eroding, compacted , contains grades up to 35% slope.	Waterbars, seeding, chunking
Coyote	Coyote #3	U-08S140	Route highly visible, risk of trespass. Route incised, actively eroding, compacted , contains grades up to 35% slope.	Waterbars, seeding, chunking
Coyote	Coyote #7	U-N10002	Route highly visible, risk of trespass. Route in loose soils, incised, actively eroding, compacted , contains grades up to 30% slope.	Waterbars, seeding, chunking

Focus Area	Map Name/#	U-Route #	Existing Condition/ Need for Change	Proposed Action
Coyote	Coyote #3	U-N2198	Route highly visible, risk of trespass. Route incised, actively eroding, compacted , contains grades up to 30% slope.	Waterbars, seeding, chunking
Coyote	Coyote #1	U-09S101	Route highly visible, risk of trespass. Route incised, actively eroding, compacted , contains grades up to 35% slope.	Waterbars, seeding, revegetation, chunking
Coyote	Coyote #7	U-07S115	Route highly visible, risk of trespass. Route incised, and compacted	Waterbars, seeding, revegetation, chunking, leave turnaround at FS boundary
Coyote	Coyote #4	N-2194	Route highly visible, risk of trespass, grades up to 25% slope.	Hand chunk and revegetate if block doesn't work.
Horton Creek	Horton #1	U-07S470	This route is highly visible and there is continuing risk of trespass. This route is incised with grades up to 30% slope.	Block with large boulders, waterbars on the western side of the route
Horton Creek	Horton #1	U-N1977	This route is highly visible and there is continuing risk of trespass. This route is incised in the landscape and compacted.	Block with large boulders, ripping, seeding
Horton Creek	Horton #1	U-N1981	Route is highly visible with continued risk of trespass. This route is incised and compacted.	Plant with appropriate native species, outslope and recontour road prism; leave parking space/turn around.
Horton Creek	Horton #1	U-N1982	This route is highly visible and there is continuing risk of trespass.	Define parking area with large boulders
Redding Canyon	Redding Canyon #3	U-N10021	Through monitoring, this route was identified as needed to facilitate a safe and sustainable OHV system. This route was identified as fulfilling critical recreation needs.	Add route to system as public OHV trail
Redding Canyon	Redding Canyon #3	U-N10016	Route highly visible, continuing risk of trespass.	Block with large boulders, vertical mulch
Redding Canyon	Redding Canyon #3	U-N10010	Route highly visible, continuing risk of trespass.	Natural obliteration, leave parking spot
Redding Canyon	Redding Canyon #3	U-N2831	Route highly visible, continuing risk of trespass.	Vertical and native mulch
Redding Canyon	Redding Canyon #3	U-07S131	Route highly visible, continuing risk of trespass.	Vertical mulch
Redding Canyon	Redding Canyon #3	U-N10089	Route highly visible, continuing risk of trespass. Incised, actively eroding and compacted with grades up to 20% slope.	Vertical mulch, waterbars, chunking with hand tools, pull in berm

Focus Area	Map Name/#	U-Route #	Existing Condition/ Need for Change	Proposed Action
Redding Canyon	Redding Canyon #2	U-N2078	Route highly visible, continuing risk of trespass. Route incised, and actively eroding, with grades up to 35% slope.	Waterbars
Redding Canyon	Redding Canyon #3	U-N2687	Route highly visible, continuing risk of trespass. Route incised, and compacted, with grades up to 13% slope.	Waterbars
Redding Canyon	Redding Canyon #3	U-N2098	Route highly visible, continuing risk of trespass. Route incised, actively eroding and compacted with grades over 50% slope. Route impacting wet meadow systems and riparian vegetation.	Waterbars, outsloping, rake out OHV tracks

APPENDIX B

The full text of Best Management Practices (BMPs) can be found in Region 5 Forest Service Handbook (FSH) 2509.22 – Soil and Water Conservation Handbook: Chapter 10 – Water Quality Management Handbook (2011).

Table 1. Best Management Practices

Best Management Practice	Description
PSW Region BMP 1-19: Streamcourse Protection	Provide for unobstructed passage of storm flows, control sediment and other pollutants from entering the streamcourse, and restore the natural course of any stream as soon as practicable.
PSW Region BMP 2-4: Roads Maintenance and Operations	Provide the basic maintenance required to protect the road and to ensure that damage to adjacent land and resources is prevented. This is maintaining existing roads before use as needed to protect drainage facilities and runoff patterns. During operations, implement wet weather operating plans to limit operations or treat road surface to prevent damage. After operations, repair any drainage facilities. At a minimum, maintenance must protect drainage facilities and runoff patterns. Additional maintenance includes surfacing and resurfacing, outsloping, clearing debris, etc.
PSW Region BMP 2-7: Decommission of roads	Unauthorized routes will be obliterated or decommissioned. Obliteration/decommissioning may include re-contouring or outsloping to return the road prism to near natural hydrologic function, blocking the road to vehicle access, removing crossings and restoring natural drainage, and stabilizing road surfaces with ripping and/or revegetation.
PSW Region BMP 2-10: Parking and Staging Areas	Designated parking and staging areas need to be appropriate in size and configuration to accommodate vehicles and equipment and prevent damage to adjacent water, aquatic and riparian resources. Rehabilitation of temporary staging areas needs to occur after use.
PSW Region BMP 2-11: Servicing and Refueling Equipment	If the volume of fuel exceeds 660 gallons in a single container, or if total storage at a site exceeds 1,320 gallons, project Spill Prevention, Containment, and Counter Measures (SPCC) plans are required. The FS Watershed Specialist is authorized to designate the location, size, and allowable uses of service and refueling areas. Operators are required to remove service residues, waste oil, and other materials from National Forest land and be prepared to take responsive actions in case of a hazardous substance spill, according to the SPCC plan.
PSW Region BMP 2.12: Aggregate Borrow Areas	Minimize disturbance to water, aquatic, and riparian resources when developing and using aggregate borrow sites. Proposed sites will need approval from a watershed specialist before used.
PSW Region BMP 2-13: Erosion Control Plan	Within a specified period after the award of a contract or prior to the project, the purchaser or if completed in house the agency administrator will submit a general plan that, among other things, establishes erosion control measures. The Forest Service may provide additional information in conjunction with the operators plan.

Best Management Practice	Description
PSW Region BMP 4.7.1: OHV Facilities and Use – Planning	Conduct travel analysis to determine the appropriate trail system and OHV/OSV staging areas.
PSW Region BMP 4.7.8: OHV Facilities and Use – Restoration of OHV Damaged Areas	Restoration of OHV-damaged areas includes activities that stabilize and restore the landscape to a more natural state. Treatments can range from simply scattering slash or raking in duff and litter, to using heavy equipment to break up compaction, reshape the area to its natural contour, and install drainage structures. Planting native vegetation helps stabilize slopes by absorbing the impacts of rainfall and overland flow.
PSW Region BMP 4.9: Protection of Water Quality within Developed and Dispersed Recreation Areas	Regulating the discharge and disposal of potential pollutants includes, but is not limited to, sediment, petroleum, and chemical products, or human and animal waste.
PSW Region BMP 5-1: Soil-disturbing Treatments on the Contour	This is a preventative measure that limits surface-disturbance activities to preclude water from concentrating by providing means of adequate infiltration and by decreasing the velocity of surface runoff so infiltration is enhanced.
PSW Region BMP 5-2: Slope Limitations for Mechanical Equipment Operations	Mechanical equipment will not be operated on slopes greater than or equal to 40% to reduce gully and sheet erosion and associated sediment production by limiting ground based equipment use.
PSW Region BMP 5-4: Revegetation of Surface Disturbed Areas	In areas identified by a watershed specialist as unstable soil surfaces resulting from project activities, revegetation with native seed and/or application of mulch may be required to protect water quality and minimize soil erosion. The onsite factors evaluated will include soil productivity, topography, EHR, and soil water holding capacity.
PSW Region BMP 5-6: Soil Moisture Limitations for Mechanical Equipment Operations	Soil conditions will be evaluated by trained and qualified earth scientists or watershed specialists. Project planners will be responsible for including appropriate contract provisions and management requirements in the project work plan and environmental documentation. CORs with the assistance of a watershed specialist will determine when optimal soil conditions exist and when suspension or termination of operations is necessary.
PSW Region BMP 7-1: Watershed Restoration	Watershed restoration measures will reflect the state-of-the-art and must be chosen to custom fit the unique hydrological, physical, biological, and climatic characteristics of each site.
PSW Region BMP 7-4: Forest and Hazardous Substance Spill Prevention Control and Counter-measure (SPCC) Plan	Equipment operators shall have tools and materials necessary to clean up small and large spills on site at all times. Necessary tools and materials will vary depending on volume of hazardous materials on site. Mitigation of spills is described in the Inyo National Forest spill plan.
PSW Region BMP 7-7:	Treatment areas may be closed to public use during the time equipment or the

Best Management Practice	Description
Management by Closure to Use	contractor is operating.
PSW Region BMP 7-8: Cumulative Off-Site Watershed Effects	A Cumulative Watershed Effects (CWE) analysis will be completed for each project as part of the environmental analysis in order to protect identified beneficial uses of water from the combined effects of multiple management activities.

APPENDIX C

This Appendix includes maps of routes proposed for restoration, addition, and administrative and permitted use.

Map Index

Regional Map – Pg. 46

1. Regional and Project Area Locality Map, Upper Owens Bishop Creek Restoration Project

Coyote Project Area – Project Location Maps - Pg. 47

1. Onion Creek
2. Upper Baker Creek
3. Coyote Flat/Cow Creek
4. Coyote Ridge
5. East Fork Coyote Creek
6. Lookout Mountain
7. Lower Coyote Creek

Bishop Creek Project Area – Pg. 54

1. Bishop Creek, South Fork
2. Aspendell Area
3. Bishop Creek, Lower
4. Bishop Creek, Middle

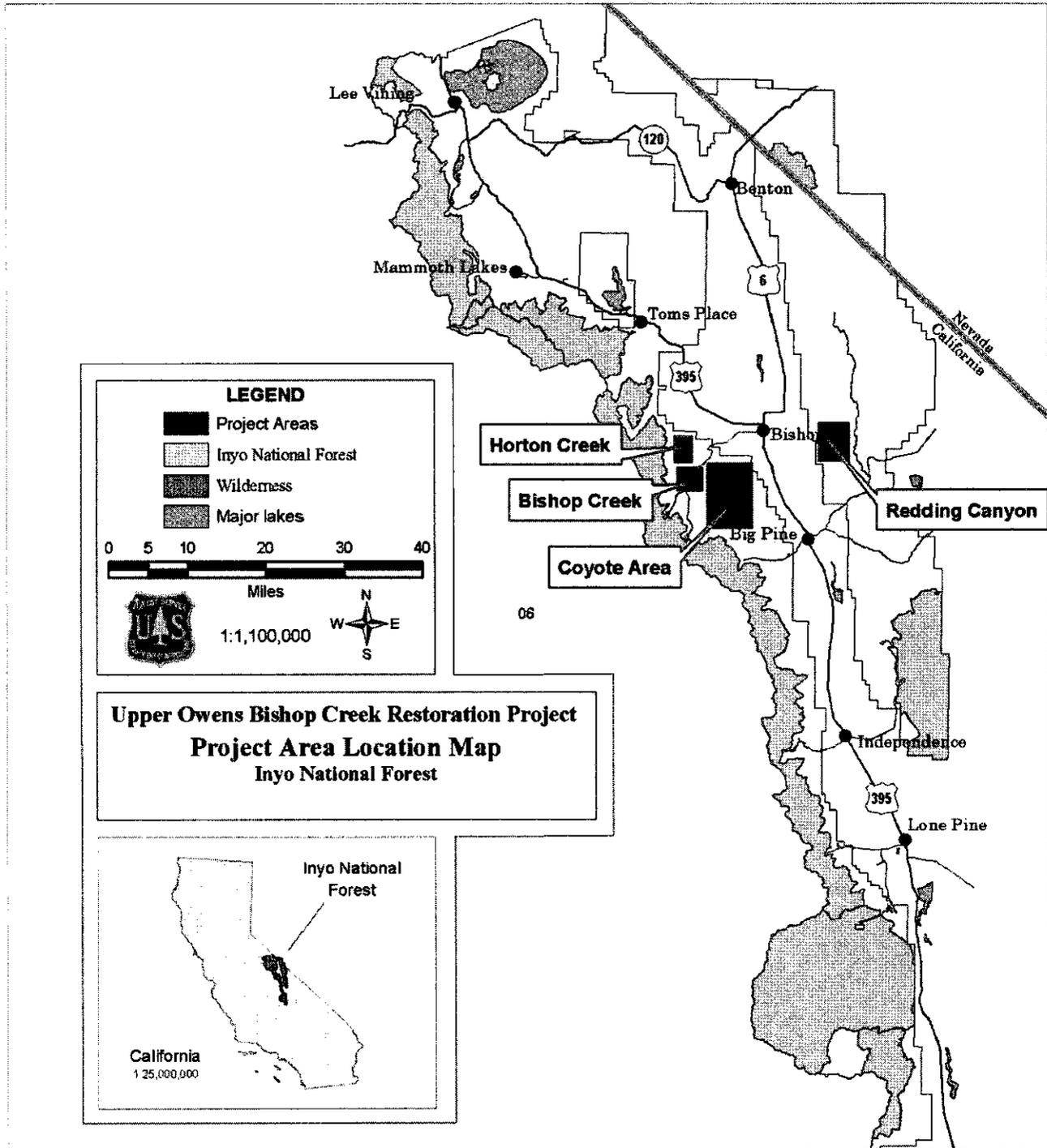
Horton Creek Project Area – Pg. 58

1. Longley Meadow
2. Wells Meadow

Redding Canyon Project Area – Pg. 60

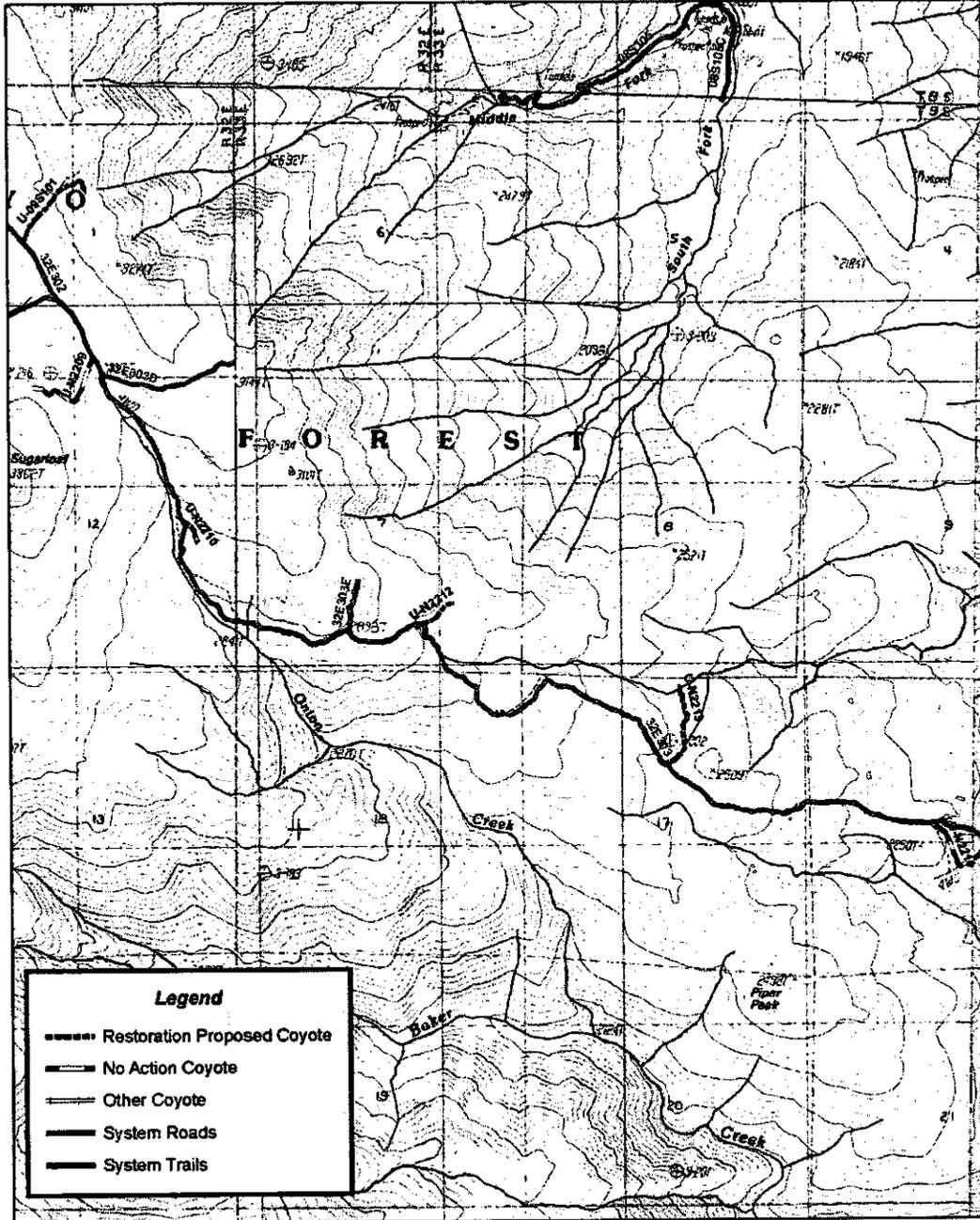
1. South of Redding Canyon
2. Poleta
3. Redding and Poleta Canyons

Regional and Project Area Locality Map

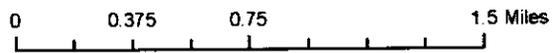


Coyote Project Area Maps

**COYOTE #1 Upper Owens Bishop Creek Restoration Project
Coyote Project Area - Onion Creek**

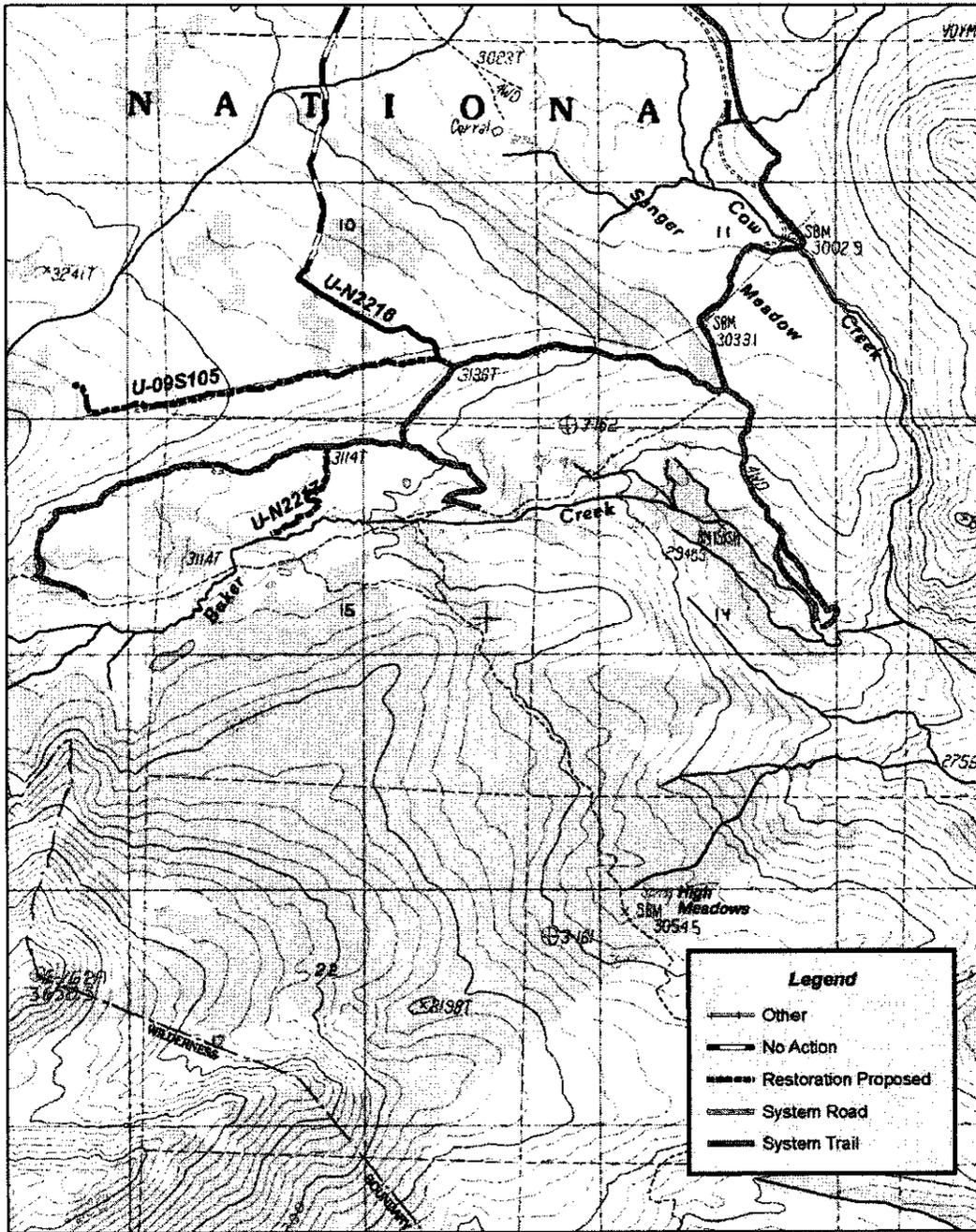


Scale: 1:28,500



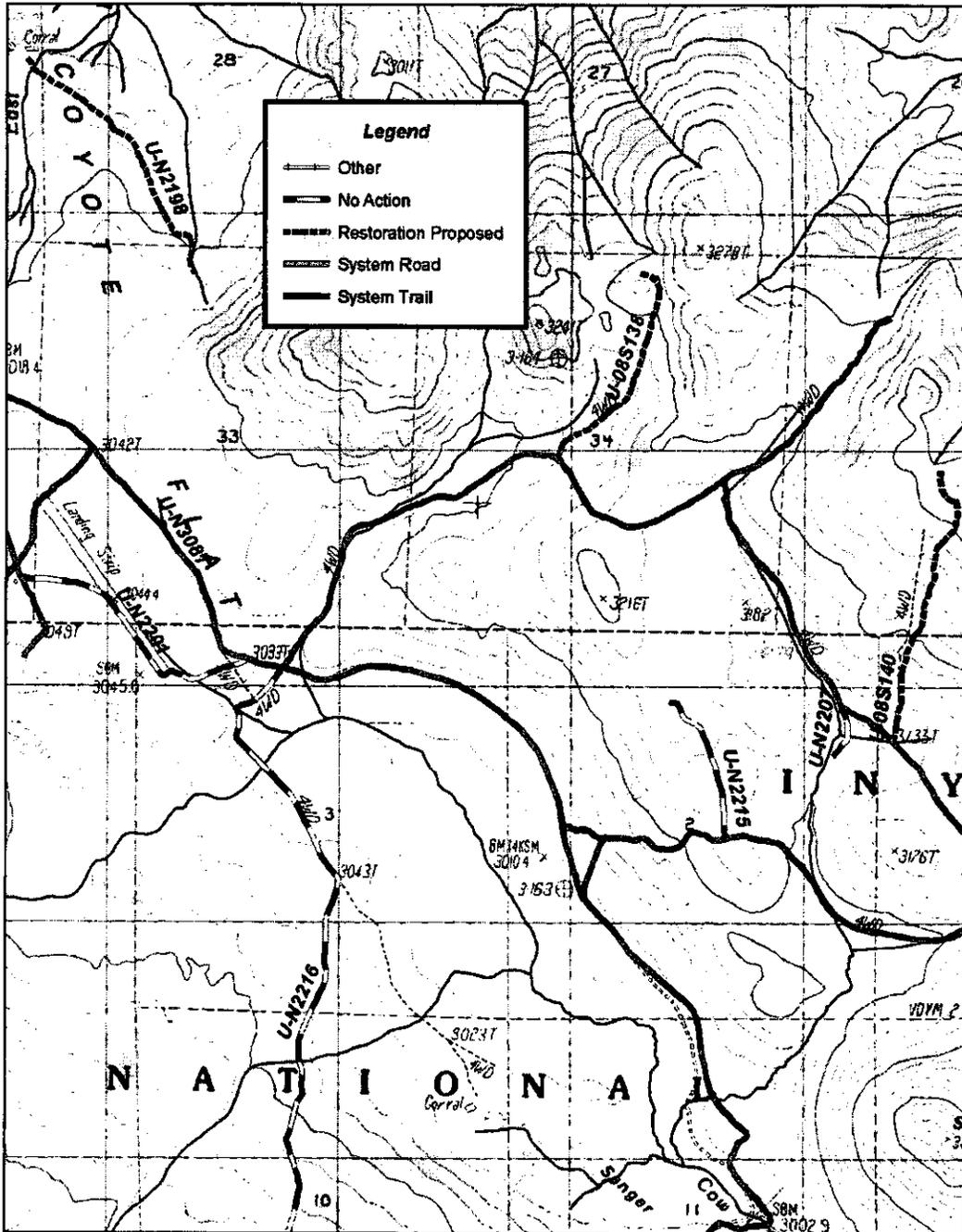
COYOTE #2

Upper Owens Bishop Creek Restoration Project
Coyote Project Area - Upper Baker Creek

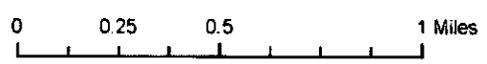


COYOTE #3

Upper Owens Bishop Creek Restoration Project Coyote Project Area - Coyote Flat/Upper Cow Creek

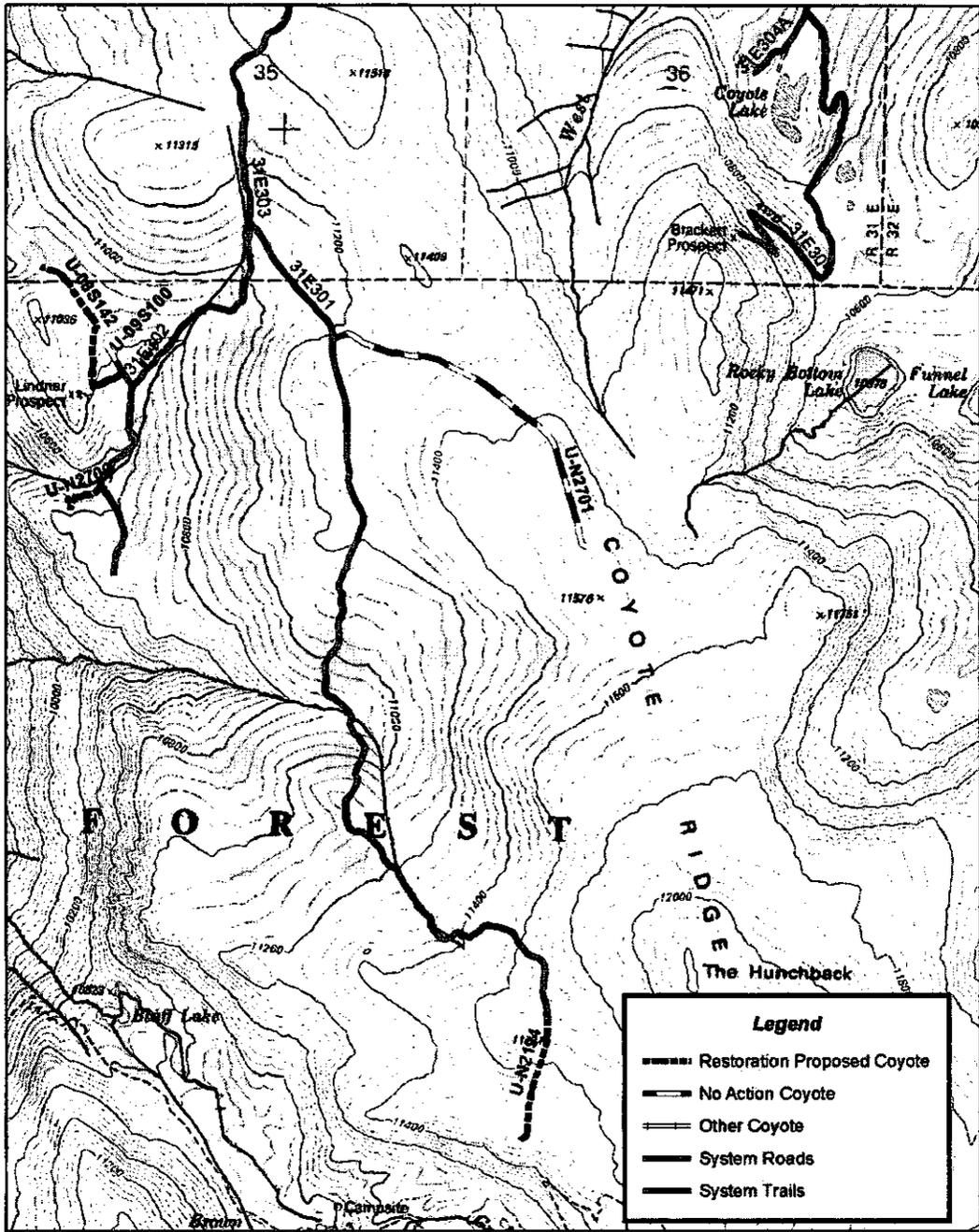


Scale: 1:22,000



COYOTE #4

Upper Owens Bishop Creek Restoration Project
Coyote Project Area - Coyote Ridge

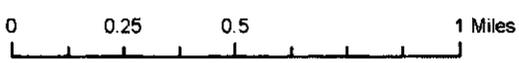


Legend

- Restoration Proposed Coyote
- No Action Coyote
- Other Coyote
- System Roads
- System Trails



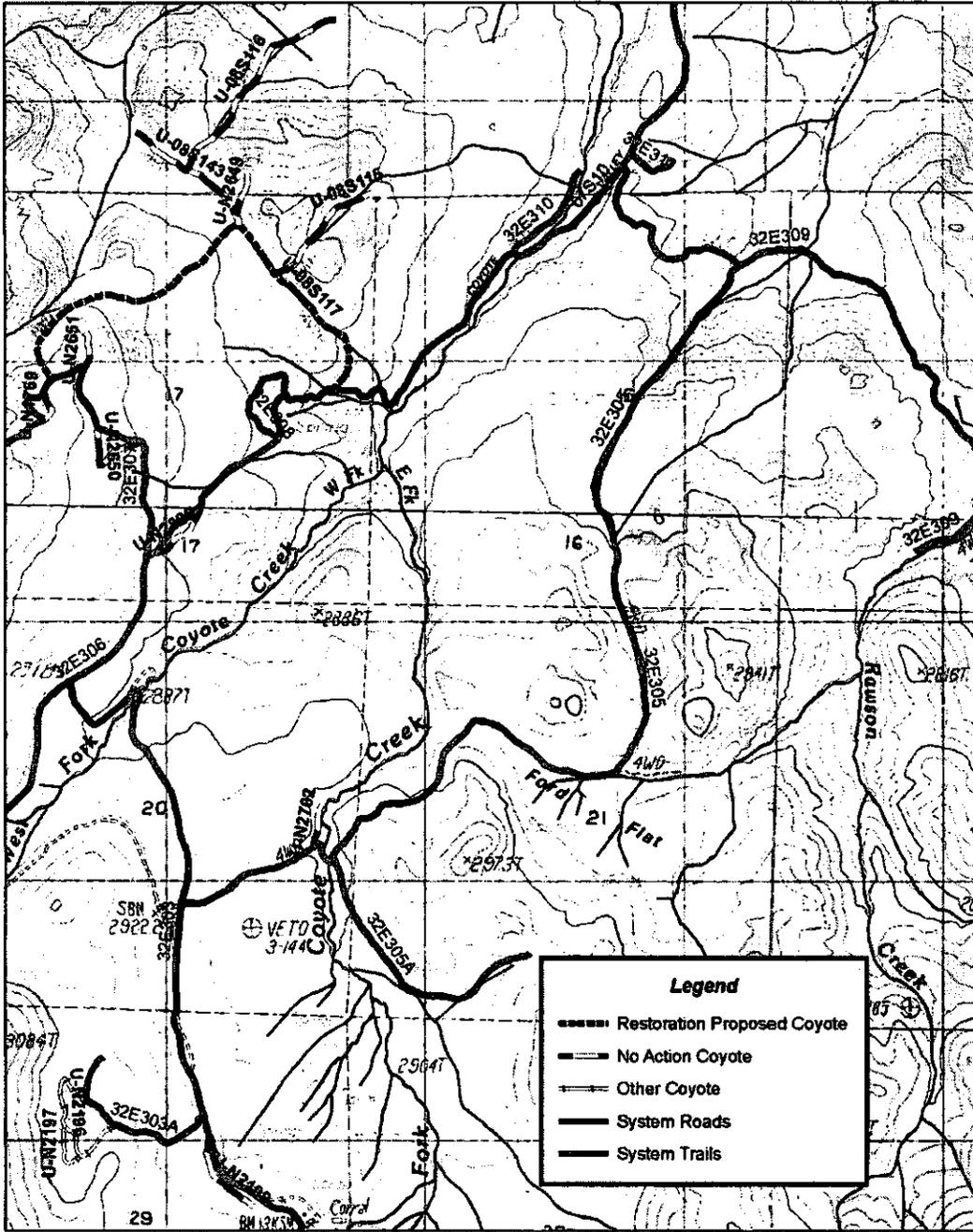
Scale: 1:20,000



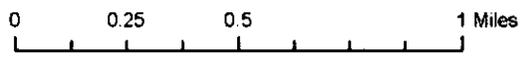
v

COYOTE #5

Upper Owens Bishop Creek Restoration Project
Coyote Project Area - East Fork Coyote Creek

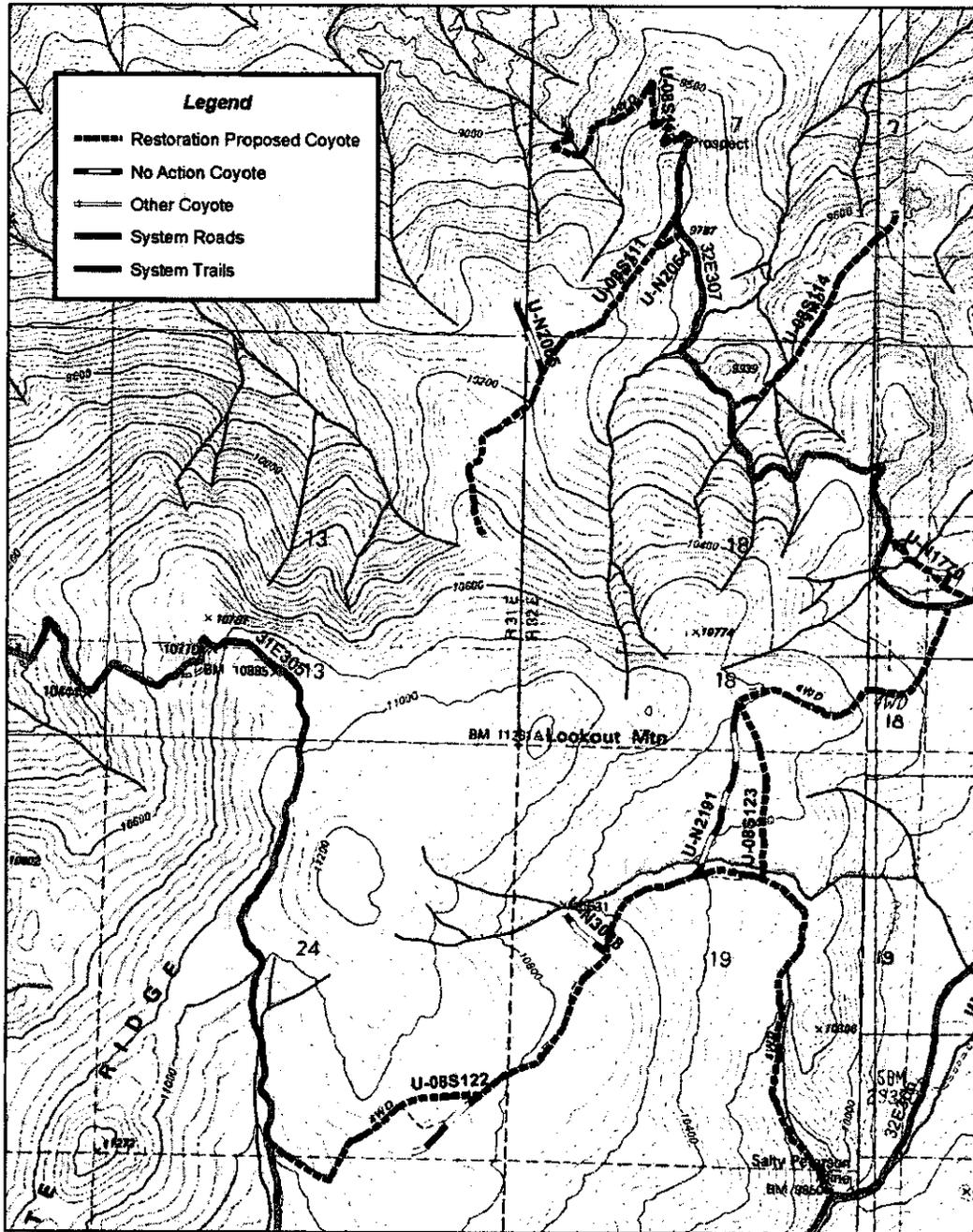


Scale: 1:20,000

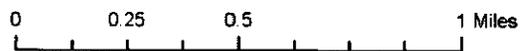


COYOTE #6

Upper Owens Bishop Creek Restoration Project Coyote Project Area - Lookout Mountain

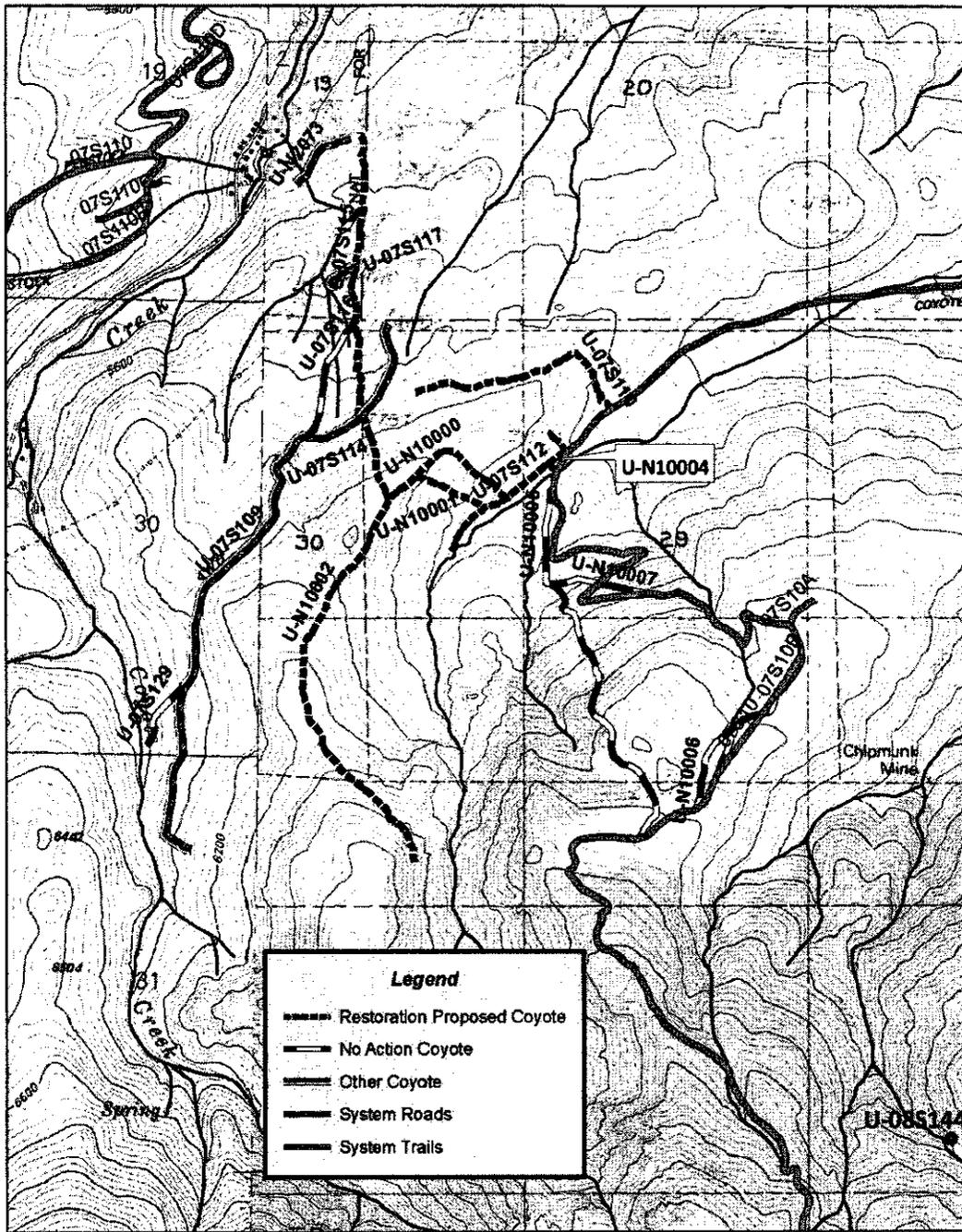


Scale: 1:20,000



COYOTE #7

**Upper Owens Bishop Creek Restoration Project
Coyote Project Area - Lower Coyote Creek**

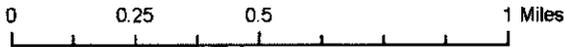


Legend

- Restoration Proposed Coyote
- No Action Coyote
- Other Coyote
- System Roads
- System Trails

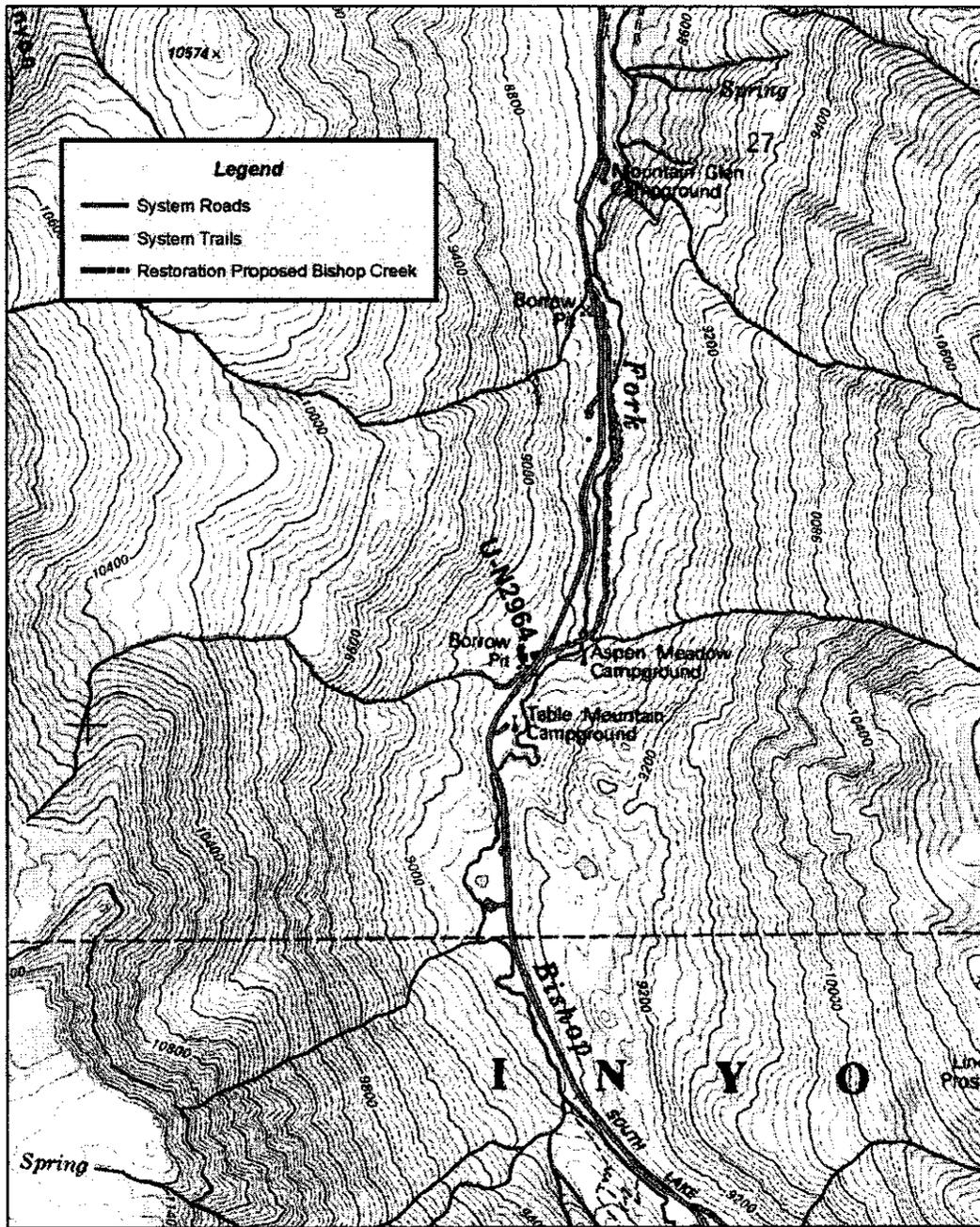


Scale: 1:18,000

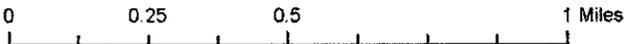


Bishop Creek Project Area Maps

**BISHOP #1 Upper Owens Bishop Creek Restoration Project
Bishop Creek Project Area - South Fork Bishop Creek**

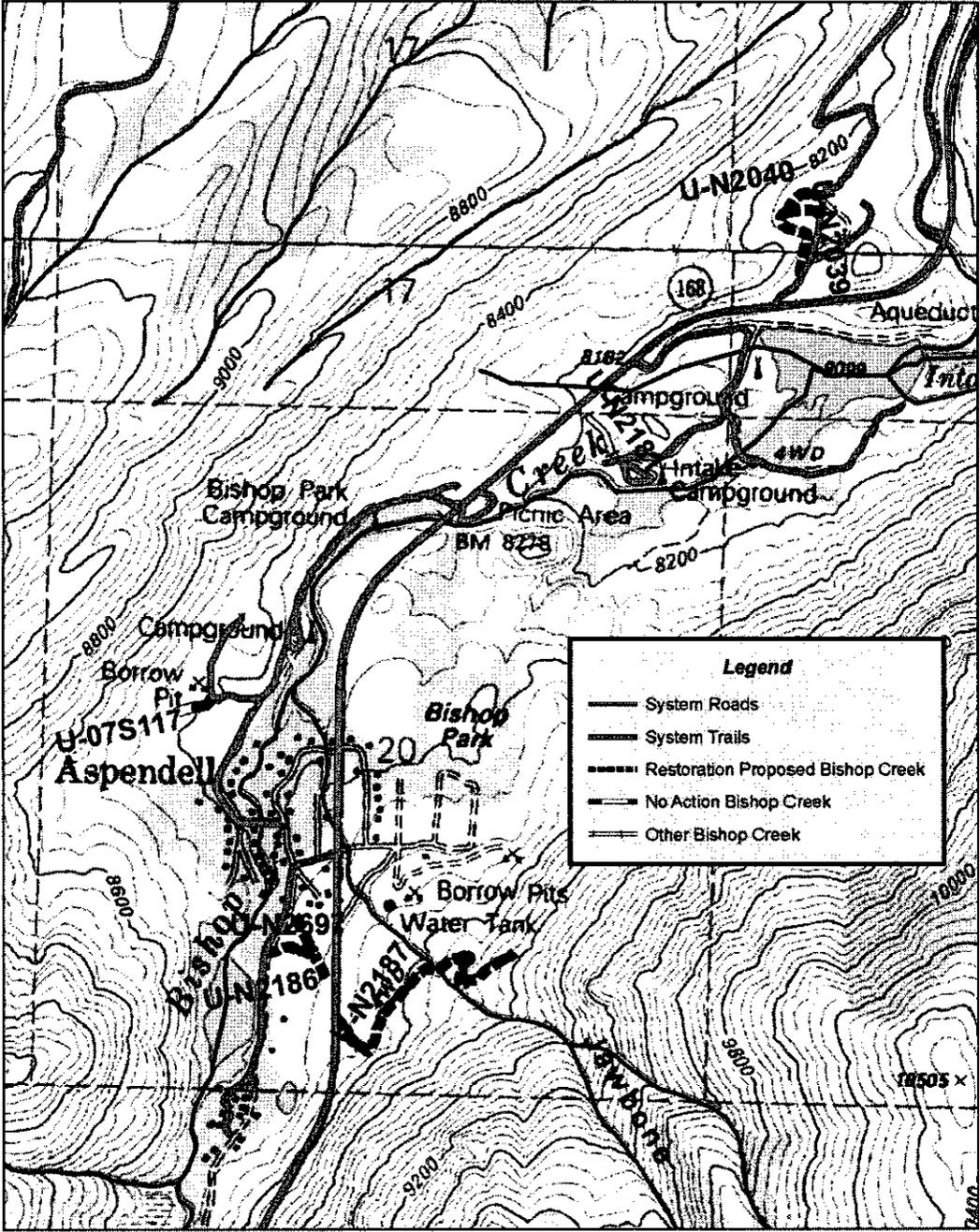


Scale: 1:16,000

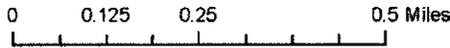


BISHOP #2

Upper Owens Bishop Creek Restoration Project
Bishop Creek Project Area - Aspendell Area

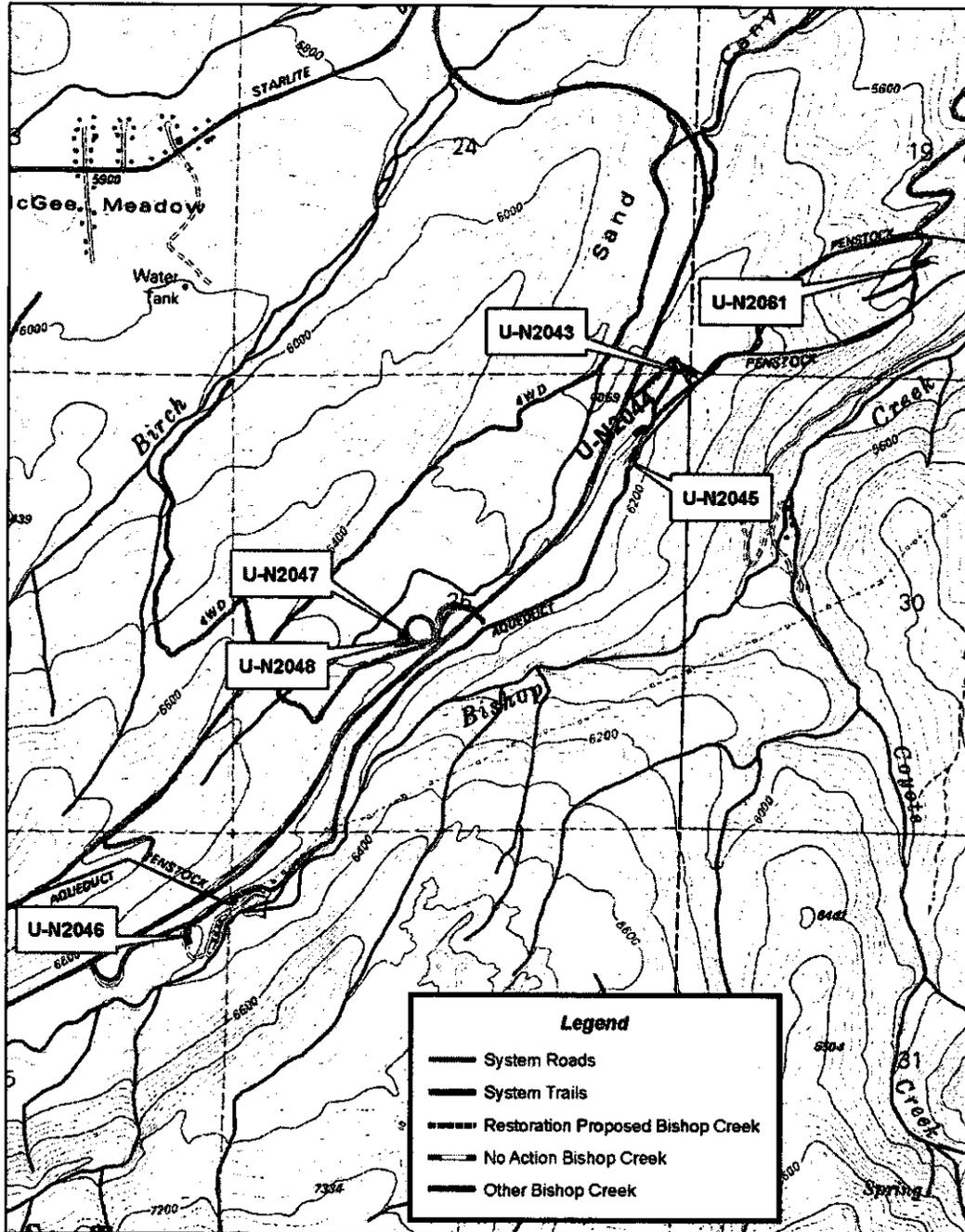


Scale 1:12,000

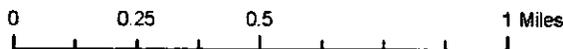


BISHOP #3

Upper Owens Bishop Creek Restoration Project
Bishop Creek Project Area - Lower Bishop Creek

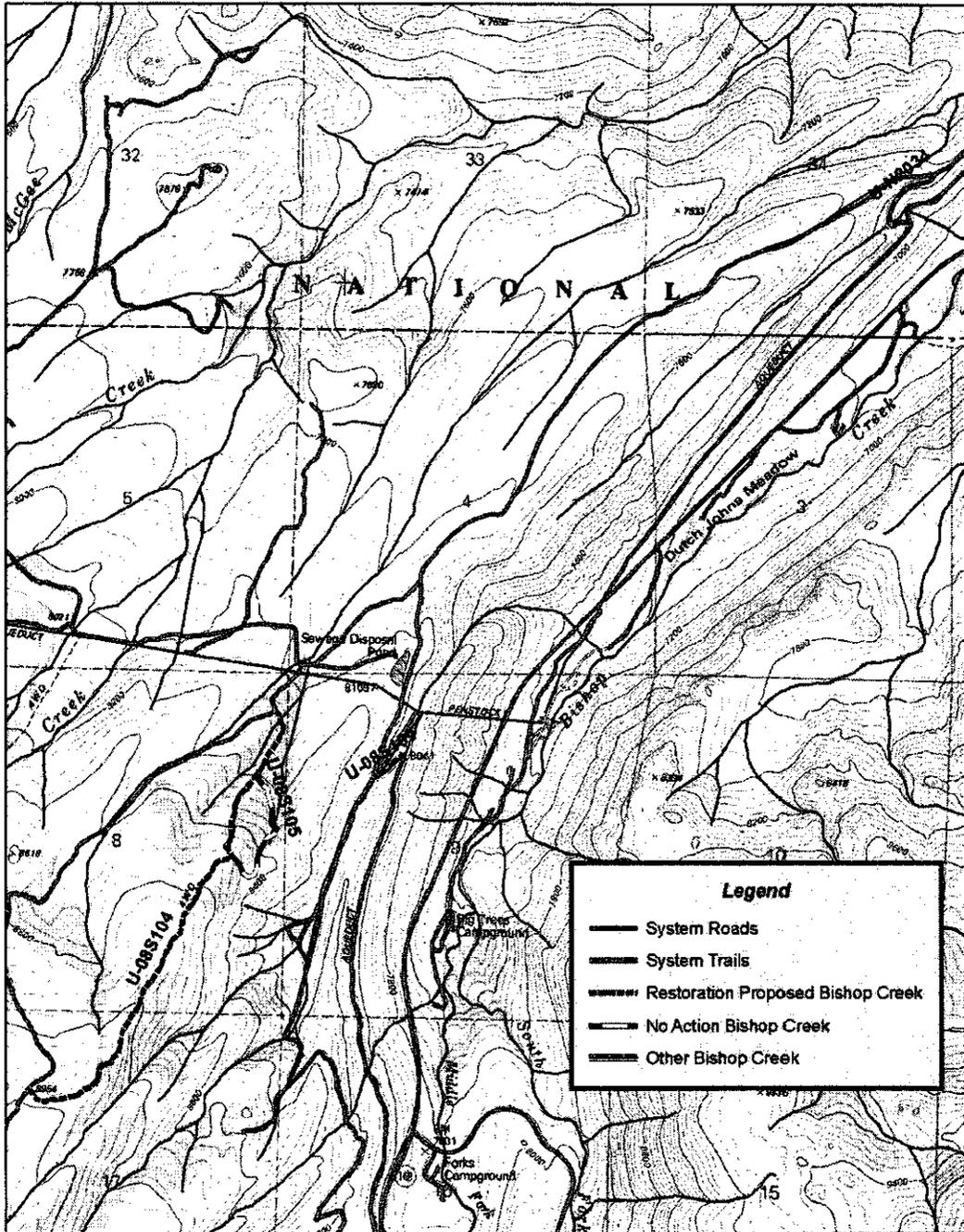


Scale: 1:18,000

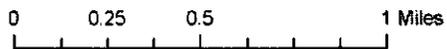


BISHOP #4

Upper Owens Bishop Creek Restoration Project
Bishop Creek Project Area - Middle Bishop Creek



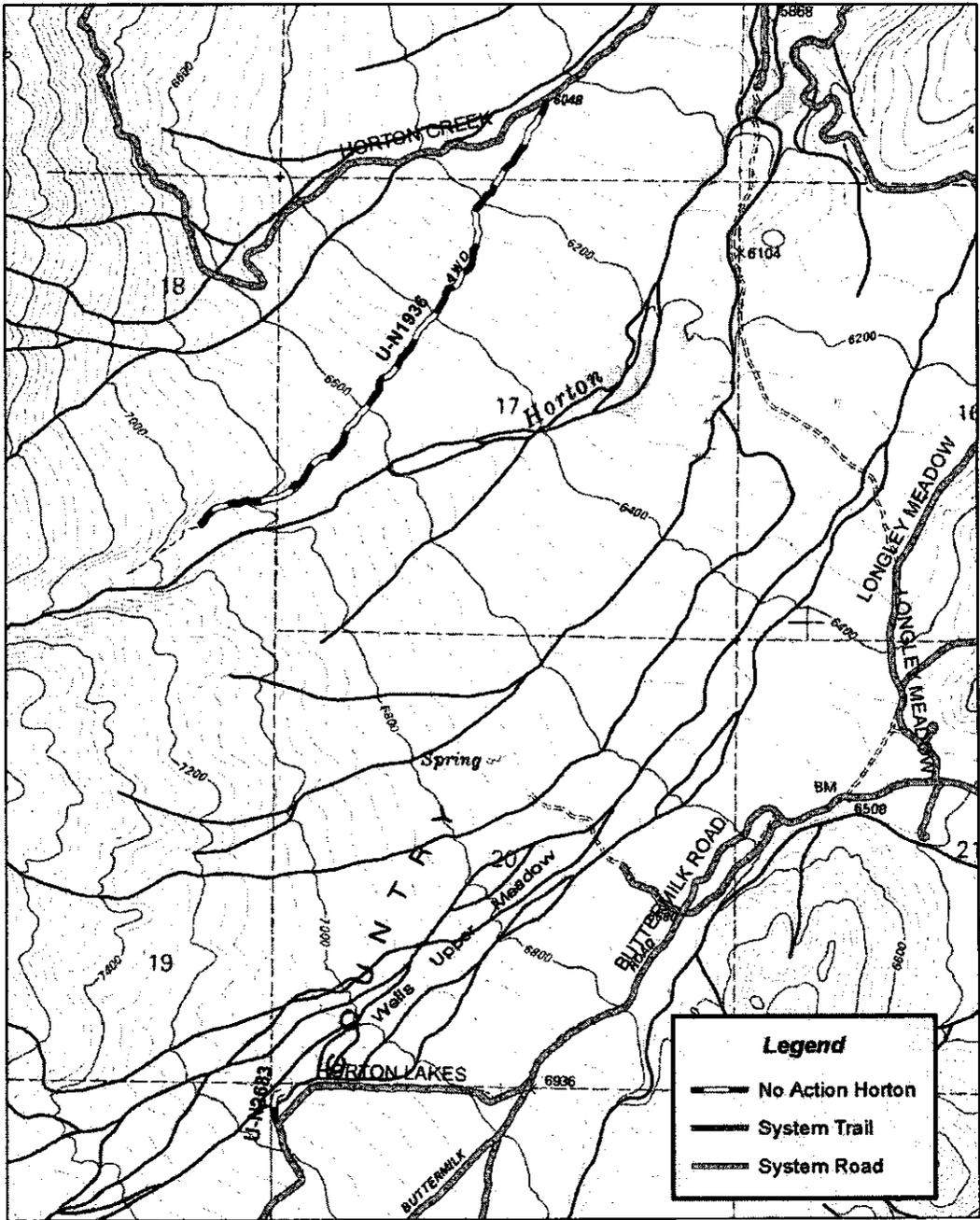
Scale: 1:24,000



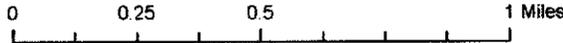
Horton Creek Project Area Maps

HORTON #1

**Upper Owens Bishop Creek Restoration Project
Horton Creek Project Area - Wells Meadow Area**

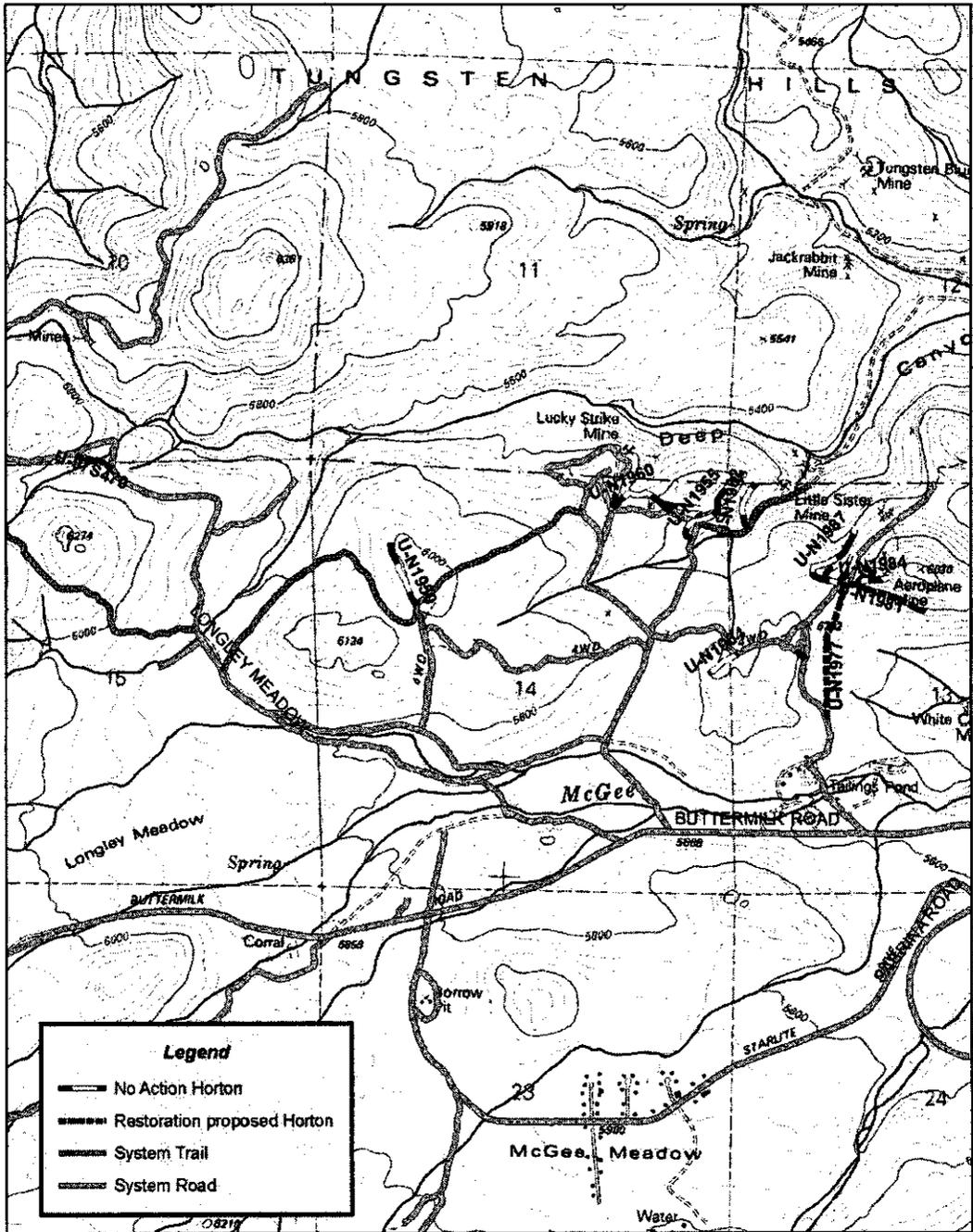


Scale: 1:18,000

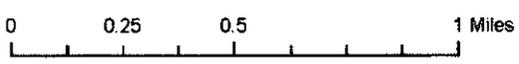


HORTON #2

Upper Owens Bishop Creek Restoration Project
Horton Creek Project Area - Longley Meadow Area



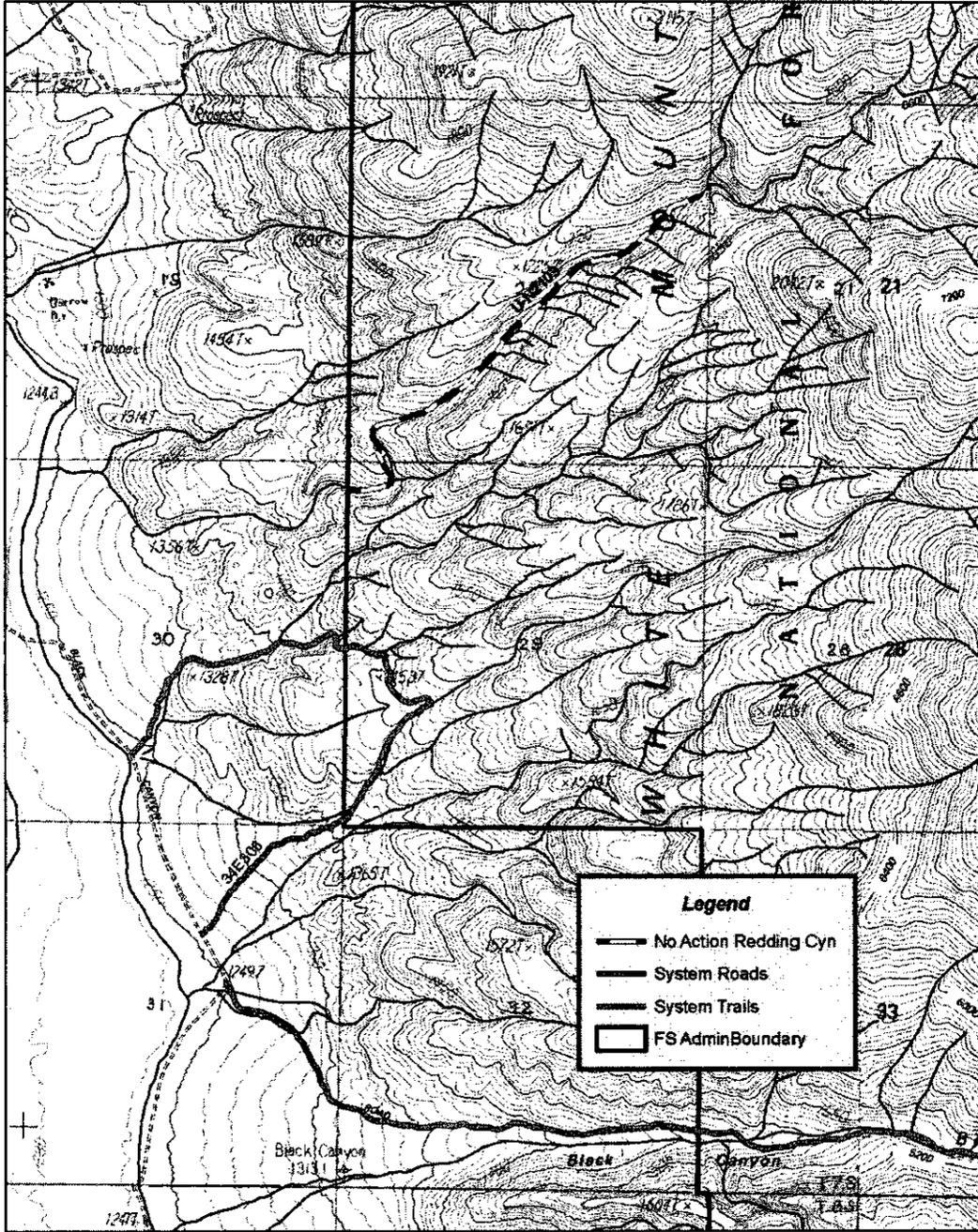
Scale: 1:20,000



Redding Canyon Project Area Maps

REDDING #1

**Upper Owens Bishop Creek Restoration Project
Redding Canyon Project Area - South of Redding Canyon Area**



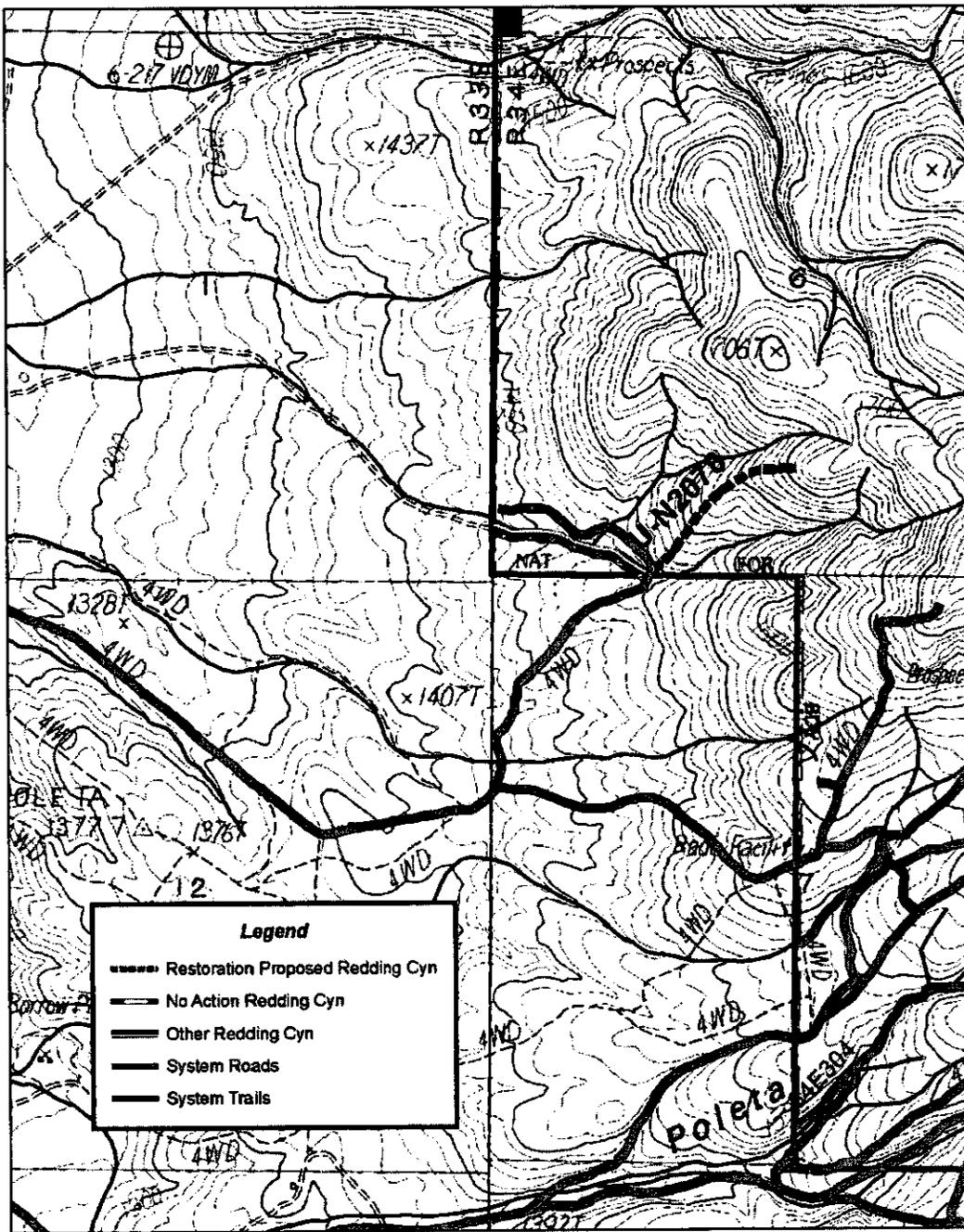
Scale: 1:23,000

0 0.25 0.5 1 Miles

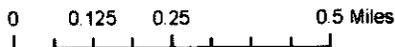


REDDING #2

Upper Owens Bishop Creek Restoration Project
Redding Canyon Project Area - Poleta Canyon



Scale: 1:14,000





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

28

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

FROM: County Administrator

FOR THE BOARD MEETING OF: August 13, 2013

SUBJECT: District Attorney Salary

DEPARTMENTAL RECOMMENDATION: - Request Board discussion and direction regarding the salary for the Inyo County District Attorney.

SUMMARY DISCUSSION: - With the resignation of Mr. Art Maillet as Inyo County District Attorney, your Board has begun process to fill the unexpired term that remains as a result of this retirement. Similar to your options with regard to the Auditor-Controller vacancy, your Board has an opportunity to address the salary for this elected position should you so wish. This item provides your Board the opportunity to discuss and provide direction regarding the salary of the Inyo County District Attorney.

ALTERNATIVES: Your Board may choose to leave the salary as it is currently set, or you may increase or decrease the amount, at your discretion.

OTHER AGENCY INVOLVEMENT: County Counsel.

FINANCING: - The current salary of the District Attorney is budgeted in the FY 2013-14 budget. The fiscal impact would be based on whether the board raises or lowers the salary.

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)

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

29

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

FROM: CLERK OF THE BOARD
By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: August 13, 2013

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval the minutes of the Board of Supervisors Special Meeting of July 31, 2013

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> <p align="right">Approved: _____ Date _____</p>
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> <p align="right">Approved: _____ Date _____</p>
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> <p align="right">Approved: _____ Date _____</p>

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

32

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 11:30 a.m. Closed Session Informational

FROM: Inyo County Planning Department/Commission

FOR THE BOARD MEETING OF: August 13, 2013

SUBJECT: Road Abandonment No. 2013-01/Indian Creek CSD

DEPARTMENTAL RECOMMENDATION: Requests the Board of Supervisors:

- (1) Consider a proposed resolution entitled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Declaring its Intent to Vacate That Portion of Birch Street in West Bishop and Setting and Providing Notice of a Public Hearing on Said Vacation.
- (2) Adopt the attached Resolution.
- (3) Set a Public Hearing pursuant to the California Streets and Highways Code for September 3, 2013 at 11:30 a.m.

SUMMARY DISCUSSION: The applicant, Indian Creek-Westridge Community Services District (CSD) has requested a road abandonment for a 60-foot wide portion of Birch Street lying westerly of Grandview Road in West Bishop. The applicant is seeking this abandonment in order to place an emergency backup generator and a propane tank to fuel the generator. The portion to be abandoned is a dead-end street with residential units to the south and west and a school and well yard to the north. The well yard contains infrastructure components for the Indian Creek-Westridge water supply and will work in conjunction with the proposed generator. The only parcel that is accessed via this portion of Birch Street is the well yard, which will continue to be accessed via Birch Street, but with a slight reconfiguration. Attached is a site plan showing the CSD's proposal (Attachment 2).

On July 24, 2013, the Planning Commission found the proposed Road Abandonment No. 2013-01/Indian Creek CSD to be in conformance with the Inyo County General Plan, and adopted a Resolution recommending the Board of Supervisors approve the abandonment and that the applicant indemnify and hold the County harmless for and from any action associated with this approval (Attachment 3).

Chapter 3, part 3, Division 9 of the California Streets and Highways Code, outlines the process by which a County right-of-way can be vacated. To initiate the vacation, the Board of Supervisors must, by order, declare its intent to vacate said right-of-way and set the date, hour, and place of a public hearing to consider the vacation. If the Board adopts the attached resolution, the Planning Department and Board Clerk will post and publish this Notice of Intent to in accordance with California Street and Highways Code Sections 8321, 8322, and 8323.

If the Board adopts the proposed Resolution, on September 3, 2013, the Board will need to conduct a public hearing on the vacation of said portion of Birch Street, an a Resolution of Vacation will be considered. Upon adoption of the Resolution of Vacation, and after the required 15-day appeal period, the Vacation will be complete.

ALTERNATIVES:

- Do NOT adopt the attached Resolution of Intent to abandon said portions of Birch Street in the community of West Bishop. This alternative is not recommended, as the street is unnecessary since it is a dead-end street that does not provide access to the surrounding parcels other than the well yard and is necessary to house the backup emergency generator.
- Return to staff with direction

OTHER AGENCY INVOLVEMENT: Inyo County Road Department

FINANCING: No direct impact.

<u>APPROVALS</u>	
COUNTY COUNSEL: <i>yes</i>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) <i>Alan M. C. 8/7/13</i>
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)

John Hunt

Date: *8/7/13*

Attachments:

- (1) Proposed Board Resolution
- (2) Vicinity Map, Exhibit Map, and Legal Description
- (3) Planning Commission Resolution #2013-02
- (4) Planning Commission Staff Report

RESOLUTION NO. 2013 - ____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, DECLARING ITS INTENT TO VACATE THAT PORTION OF BIRCH STREET IN WEST BISHOP AND SETTING AND PROVIDING NOTICE OF A PUBLIC HEARING ON SAID VACATION

WHEREAS, on May 29, 2013, an application to vacate that portion of Birch Street in West Bishop was submitted to the County by the Indian Creek-Westridge Community Services District (CSD); and

WHEREAS, on July 24, 2013 the Planning Commission found that the road vacations proposed by the application are consistent with the Inyo County General Plan, pursuant to Government Code Section 65402, and adopted a Resolution recommending that the Board of Supervisors approve said abandonment and that the applicant indemnify and hold the County harmless for and from any action associated with said approval; and

WHEREAS, an abandonment shall be conducted pursuant to Chapter 3, Part 3, Division 9 of the California Streets and Highways Code, which permits the Board of Supervisors to initiate proceedings to vacate a County right-of-way by declaring its intent to vacate said right-of-way and setting a hearing on the proposed vacation, by order.

NOW, THEREFORE, BE IT RESOLVED that this Board of Supervisors hereby declares its intent to vacate portions of County right-of-ways described as follows:

A portion of Section 11, Township 7 South, Range 32 East, M.D.B. & M. described as all that portion of Birch Street lying west of the westerly prolongation of the right-of-way line of Grandview Street, being the northerly sixty feet of Lot 67, together with the curb return segment depicted on said plat falling westerly of the prolonged westerly right-of-way line of Grandview Street, Block 1 of the Grandview Heights subdivision on the plat filed in Book 2 of maps at Page 25 in the office of the Inyo County Recorder, containing 7,666 square feet, more or less; and

BE IT FURTHER RESOLVED, that in accordance with Chapter 3, Part 3, Division 9 of the California Streets and Highways Code, this Board of Supervisors hereby sets a hearing on the aforementioned proposed roadway vacation to be conducted before it on the 3rd day of September, 2013, at 11:30 a.m., in the Board of Supervisors Room, County Administrative Center, Independence, California; and

BE IT FURTHER RESOLVED that this Notice of Intent shall be posted and published in accordance with California Streets and Highways Code Sections 8321, 8322, and 8323.

**PASSED AND ADOPTED ON THIS 13 DAY OF AUGUST, 2013 BY THE
FOLLOWING VOTE:**

AYES:

NOES:

ABSTAIN:

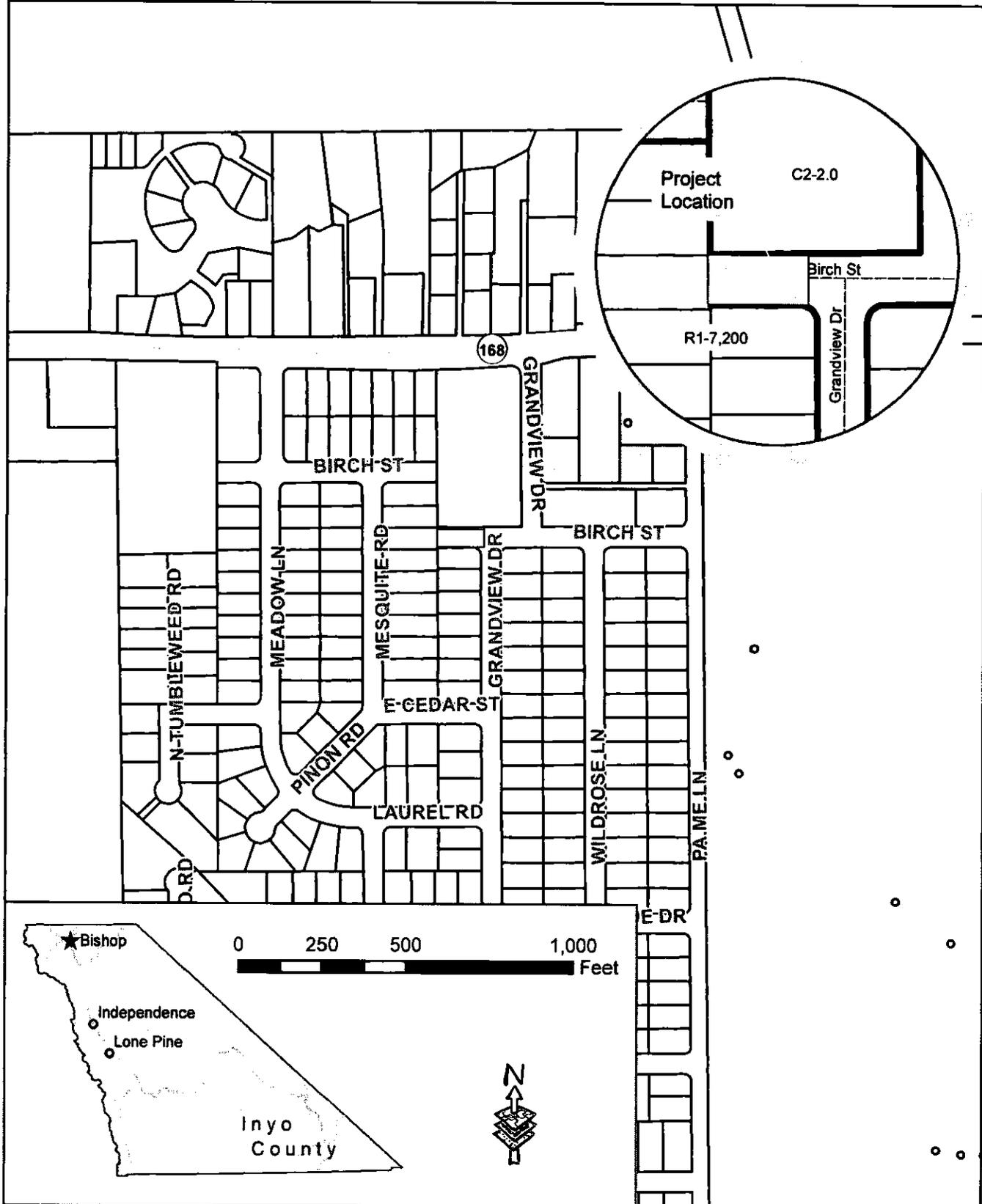
ABSENT:

**Linda Arcularius, Chair
Inyo County Board of Supervisors**

**ATTEST:
KEVIN CARUNCHIO
Clerk of the Board**

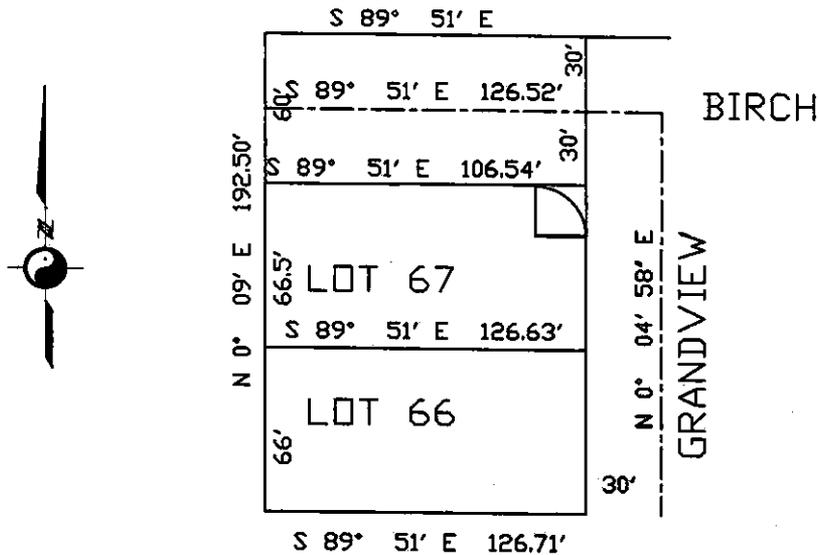
By: _____
Pat Gunsolley, Assistant

Vicinity Map



RELINQUISHMENT:

A PORTION OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 32 EAST, M.D.B. & M. DESCRIBED AS ALL THAT PORTION OF BIRCH STREET LYING WEST OF THE WESTERLY PROLOGATION OF RIGHT-OF-WAY LINE OF GRANDVIEW STREET, BEING THE NORTHERLY SIXTY FEET OF LOT 67, TOGETHER WITH THE CURB RETURN SEGMENT, DEPICTED ON SAID PLAT FALLING WESTERLY OF THE PROLONGED WESTERLY RIGHT-OF-WAY LINE OF GRANDVIEW STREET BLOCK 1 OF THE GRANDVIEW HEIGHTS SUBDIVISION ON THE PLAT FILED IN BOOK 2 OF MAPS AT PAGE 25 IN THE OFFICE OF THE INYO COUNTY RECORDER. CONTAINING 7666 SQUARE FEET, MORE OR LESS.



CURB RETURN
 DELTA = 90° 04' 02"
 R = 20.00
 L = 31.44
 T = 20.02
 SECTOR = 314.39 SQ FT
 SEGMENT = 114.39 SQ FT

TOTAL RELINQUISHMENT AREA
 = 7,665.9 SQ FT.

EASEMENT:

(TO BE FILED AFTER THE RELINQUISHMENT)

AN EASEMENT FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF AN EMERGENCY GENERATION SYSTEM OVER THE NORTHERLY THIRTY FEET OF LOT 67, BLOCK ONE OF THE GRANDVIEW HEIGHTS SUBDIVISION AS DEPICTED ON THE MAP FILED IN BOOK 2 OF MAPS AT PAGE 25 IN THE OFFICE OF THE INYO COUNTY RECORDER.



RESOLUTION NO. 2013-02

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF INYO, STATE OF CALIFORNIA, FINDING THAT PROPOSED ROAD ABANDONMENT #2013-01/INDIAN CREEK CSD IS IN CONFORMANCE WITH THE INYO COUNTY GENERAL PLAN AND RECOMMENDING THAT THE INYO COUNTY BOARD OF SUPERVISORS APPROVE THAT ROAD ABANDONMENT, SUBJECT TO CERTAIN CONDITIONS

WHEREAS, on May 29, 2013, the County of Inyo has received an application to abandon a County right-of-way described as a portion of Section 11, Township 7 South, Range 32 East, M.D.B. & M. described as all that portion of Birch Street lying west of the westerly prolongation of right-of-way line of Grandview Street, being the northerly sixty feet of lot 67, together with the curb return segment depicted on said plat falling westerly of the prolonged westerly line of Grandview Street, Block 1 of the Grandview Heights subdivision on the plat filed in Book 2 of maps at Page 25 in the office of the Inyo County Recorder, containing 7,666 square feet, more or less; and

WHEREAS, such an abandonment may be conducted pursuant to Chapter 3 of Part 3 of Division 9, commencing with Section 8320, of the Streets and Highways Code; and

WHEREAS, Government Code Section 65402 requires a proposed street abandonment to first be reviewed by the Planning Commission for a determination as to the proposal's conformance with the County General Plan; and

WHEREAS, the Planning Commission has found that the proposed road abandonment is consistent and in conformance with the Inyo County General Plan; and

WHEREAS, in accordance with the conditions necessary to identify viable candidates for street abandonment, the Planning Commission has determined the subject streets are not the sole route of access for any property in the vicinity and that the abandonment of said roadways will not cut off required access to contiguous properties; and

WHEREAS, the Planning Commission has found the application for the road abandonment to be exempt under Section 15061(b)(3) of the California Environmental Quality Act (CEQA) guidelines (General Rule) since there is no possibility that the activity in question will have a significant effect on the environment and placement of the backup emergency generator to be categorically exempt from CEQA under the Class 3 exemption, "New construction or conversion of small structures, such as water main, sewage, electrical, gas, and other utility extensions" and does not meet any of the exceptions to the exemptions listed in Section 15300.2 of the CEQA Guidelines.

NOW, THEREFORE, BE IT RESOLVED that this Planning Commission finds Road Abandonment No. 2013-01/Indian Creek CSD to be in conformance with the Inyo County General Plan; and

BE IT FURTHER RESOLVED, that the Planning Commission makes, and recommends that the Board of Supervisors adopt, the following Conditions of Approval for the proposed project:

RECOMMENDED CONDITIONS OF APPROVAL:

1. Hold Harmless: the applicant, landowner, and/or operator shall defend, indemnify and hold harmless Inyo County, its agents, officers and employees from any claim, action, or proceeding against the County, its advisory agencies, appeal boards, or its legislative body concerning Road Abandonment #2013-01/Indian Creek CSD.

Passed and adopted this 24th day of July, 2013.

AYES: Stoll, Payne, Corner, ~~Wahrenbrock~~ ^{NO}

NOES:

ABSTAIN: *Wahrenbrock*

ABSENT: Wasson



Paul Payne, Vice-Chair
Inyo County Planning Commission

ATTEST: Joshua Hart, AICP
Planning Director

By: 

Nolan Bobroff
Secretary of the Commission



Planning Department
168 North Edwards Street
Post Office Drawer L
Independence, California 93526

Phone: (760) 878-0263

FAX: (760) 878-0382

E-Mail: inyoplanning@inyocounty.us

AGENDA ITEM NO.: 5 (Action Item – Public Hearing)

PLANNING COMMISSION
MEETING DATE:

July 24, 2013

SUBJECT:

Road Abandonment No. 2013-01/Indian
Creek Community Service District (CSD)

EXECUTIVE SUMMARY

The applicant, Indian Creek-Westridge CSD, is requesting a road abandonment for a 60-foot wide portion of Birch Street lying westerly of Grandview Road in Bishop, CA. The applicant is seeking this abandonment in order to place an emergency backup generator and a propane tank to fuel the generator. The portion to be abandoned is a dead-end street with residential units to the south and west and a school and well yard to the north. The well yard contains infrastructure components for the Indian Creek-Westridge water supply and will work in conjunction with the proposed generator. Access for the well yard is achieved via this portion of Birch Street and access will continue to be via Birch Street with a slight reconfiguration after the road is abandoned. The adjacent residential parcels are not accessed via Birch Street. The exhibit map, legal description, and vicinity map are included in Attachment "1."

The Public Streets, Highways, and Service Easements Vacation Law, set forth in Section 8300 et seq. of the California Street and Highway Code, allows a County Board of Supervisors to abandon a road under its jurisdiction upon making certain findings following a public hearing. Section 8313 of the Abandonment Law and Section 65402 of the Government Code, states that before the Board of Supervisors may order such an abandonment, the County Planning Commission must review the proposed abandonment and find it is in conformance with the County's General Plan and adopt a resolution of their findings.

PROJECT INFORMATION

Supervisory District: Three

Applicants: Indian Creek-Westridge CSD

Landowners: Inyo County Office of Education; Arnie & Kelliann Palu

Address: 126.5' Section of Birch Street located westerly of Grandview Road in Bishop, CA

Community: Bishop – Grandview Heights Subdivision

A.P.N.s: 011-160-38; 011-280-67

General Plan: Retail Commercial (RC); Residential Medium Density (RM)

Zoning: Highway Services & Tourist Commercial (C2-2.0); Single Family Residential (R1-7,200)

Size of Parcel(s): Section of road to be abandoned is approximately 126.52-foot long by 60-foot wide. (.17 acres)

Surrounding Land Use:

Location	Use	General Plan Designation	Zoning
Site 7,666 sf (.18 acres)	Developed roadway	Retail Commercial (RC); Residential Medium Density (RM)	Highway Services & Tourist Commercial (C2-2.0); Single Family Residential (R1-7,200)
North APN: 011-160-38 116,790 sf (2.68 acres)	School; Well yard	Retail Commercial (RC)	Highway Services & Tourist Commercial (C2-2.0)
East	Developed roadway	Residential Medium Density (RM)	Single Family Residential (R1-7,200)
South APN: 011-280-67 7,764 sf (.18 acres)	Residential	Residential Medium Density (RM)	Single Family Residential (R1-7,200)
West APN: 011-152-19 10,637 sf (.24 acres)	Residential	Residential Medium Density (RM)	Single Family Residential (R1-7,200)

Recommended Action: Find that the proposed road abandonment is consistent with the Inyo County General Plan and recommend approval of the proposed abandonment to the Board of Supervisors.

Alternatives:

1) Find the proposed road abandonment to be inconsistent with the Inyo County General Plan, thereby effectively recommending denial of the proposed road abandonment to the Board of Supervisors.

2) Continue the public hearing to a future date, and provide specific direction to staff regarding additional information and analysis needed.

Project Planner:

Nolan Bobroff, Planning Coordinator

PROJECT DESCRIPTION

The applicant has requested that a portion of Birch Street (60-feet wide) lying west of the westerly prolongation of the right-of-way line of Grandview Road be abandoned. This portion of Birch Street is a dead-end street. The applicant is seeking this abandonment in order to place an emergency backup generator and a propane tank to fuel the generator. All of the adjacent property owners gave written consent to the proposed road abandonment (Attachment "2").

Once abandoned, the entire section of road will become part of the lot to the south, lot 67 as shown on the exhibit map. This is different from most road abandonments in which the section of road abandoned is divided equally to the property owners directly adjacent to the section of road. This is because the roads within the Grandview Heights subdivision were established through dedication and remain part of the subdivision. Through an agreement between the property owner of Lot 67 and the Indian Creek-Westridge CSD, the property owner will convey the northerly 30 foot portion of the newly enlarged lot to the Indian Creek-Westridge CSD. Conveyance of land to a Government Agency is exempt from the Subdivision Map Act.

STAFF ANALYSIS

Site Description

The Grandview Heights subdivision final map was approved by the Inyo County Board of Supervisors on July 25, 1958. The original recorded subdivision map had an easement for Grandview Road originating at the western edge of the portion of Birch Street to be abandoned and running to the north parallel along the western edge of what is now the school parcel. The present alignment for Grandview Road runs along the eastern boundary of the school parcel as shown on the exhibit map. Because of this, Birch Street is a dead-end street and only provides access to the aforementioned well yard.

General Plan Consistency

Pursuant to Section 65402 of the Government Code, the vacation or abandonment of a road by a public agency must be reviewed by the planning agency for consistency with

the general plan. The Planning Commission must make a determination that the proposed action is consistent with the general plan. While there are no specific General Plan policies within the Inyo County General Plan that apply directly to the vacation or abandonment of a roadway, there are policies within the General Plan relevant to the proposed action.

The policies applicable to this project include:

Policy RH-1.5:

Proper Access: Provide proper access to residential, commercial, and industrial areas.

Policy LU-2.14

Access: The County shall require the adequate vehicle access is provided to all neighborhoods and developments consistent with the intensity of residential development.

Discussion: The portion of Birch Street to be abandoned only provides access to a well yard containing tanks belonging to the applicant, the Indian Creek-Westridge CSD. Access for the well yard will continue to be via Birch Street, but with a slightly different configuration. Access for the adjacent residential parcels is located elsewhere.

Policy LU-3.2:

Retail Commercial Designation (RC): This designation provides for retail and wholesale commercial uses, service uses, offices, public and quasi-public uses, and similar and compatible uses.

Discussion: The future use of the northern 30 feet of Birch Street to house a backup emergency generator for the water supply is consistent with the above policy since it is a public or quasi-public use.

Policy LU-2.3:

Residential Medium Density Designation (RM): This designation provides for single-family residential neighborhoods within urban areas, public and quasi-public uses, and similar and compatible uses. Connection to both an acceptable sewer and water system is mandatory for new subdivisions.

Discussion: While the Grandview Heights subdivision is not a new subdivision, it is connected to a sewer and water system. Placement of the backup generator on the portion of road to be abandoned will allow for a continuous supply of potable water in the event of a power outage or if there was a need for increased water pressure due to an emergency such as a fire.

Zoning Ordinance Consistency

The project site is zoned Highway Services & Commercial (C2-2.0) and Single Family Residential (R1-7,200). The portion of road will become part of the adjacent parcels and remain consistent with the zoning designations.

Access/Traffic

The portion to be abandoned is a dead-end street. Birch Street runs east-west and is disconnected due to the alignment of Grandview Road that is different from the originally recorded map.

Access for the well yard is achieved via this portion of Birch Street and access will continue to be via Birch Street with a slight reconfiguration after the road is abandoned. The adjacent residential parcels are not accessed via Birch Street.

Public Services

Sewer:	Eastern Sierra Community Services District
Water:	Indian Creek-Westridge Community Service District
Electric:	Southern California Edison
Telephone:	Verizon
Schools:	Bishop Unified School District
Fire:	Bishop Rural Fire Protection
Law Enforcement:	Inyo County Sheriff

ENVIRONMENTAL REVIEW

The application for abandoning this section of Birch Street is exempt under Section 15061(b)(3) of the California Environmental Quality Act (CEQA) guidelines since there is no possibility that the activity in question would have a significant effect on the environment since the roadway is pre-existing and is a dead-end street.

Placement of the backup emergency generator on the abandoned road is Categorically Exempt from the provisions of CEQA, under the Class 3 exemption, "New construction or conversion of small structures, such as water main, sewage, electrical, gas, and other utility extensions" and does not meet any of the exceptions to the exemptions listed in Section 15300.2 of the CEQA Guidelines.

RECOMMENDATIONS

Staff recommends the Planning Commission adopt the attached resolution, to be transmitted to the Board of Supervisors, with the following findings and conditions of approval:

Recommended Findings:

1. Finds Road Abandonment No. 2013-01 to be in conformance with the Inyo County General Plan.

Recommended Conditions of Approval:

1. Hold Harmless: the applicant, landowner, and/or operator shall defend, indemnify and hold harmless Inyo County, its agents, officers and employees from any claim, action, or proceeding against the County, its advisory agencies, appeal

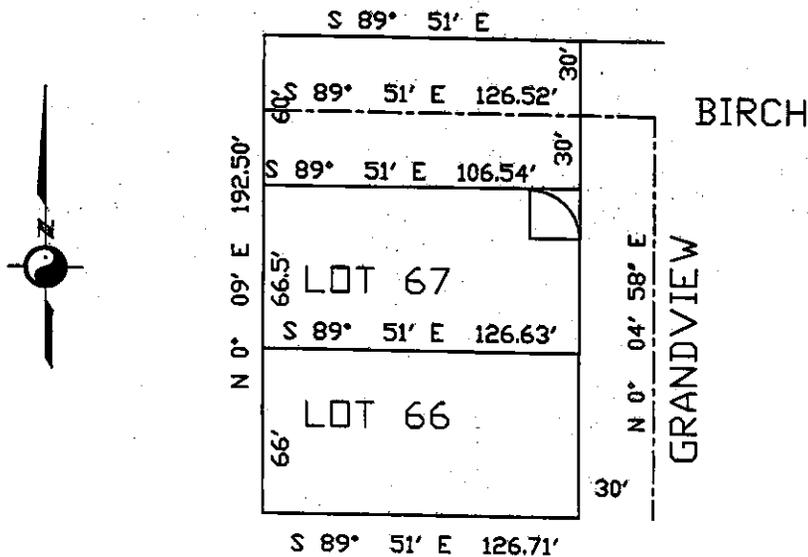
boards, or its legislative body concerning Road Abandonment #2013-01/Indian Creek CSD.

Attachments:

- 1) Exhibit Map, Legal Description & Vicinity Map
- 2) Consent to Road Abandonment
- 3) Planning Commission Resolution No. 2013-02

RELINQUISHMENT:

A PORTION OF SECTION 11, TOWNSHIP 7 SOUTH, RANGE 32 EAST, M.D.B. & M. DESCRIBED AS ALL THAT PORTION OF BIRCH STREET LYING WEST OF THE WESTERLY PROLONGATION OF RIGHT-OF-WAY LINE OF GRANDVIEW STREET, BEING THE NORTHERLY SIXTY FEET OF LOT 67, TOGETHER WITH THE CURB RETURN SEGMENT, DEPICTED ON SAID PLAT FALLING WESTERLY OF THE PROLONGED WESTERLY RIGHT-OF-WAY LINE OF GRANDVIEW STREET BLOCK 1 OF THE GRANDVIEW HEIGHTS SUBDIVISION ON THE PLAT FILED IN BOOK 2 OF MAPS AT PAGE 25 IN THE OFFICE OF THE INYO COUNTY RECORDER, CONTAINING 7666 SQUARE FEET, MORE OR LESS.



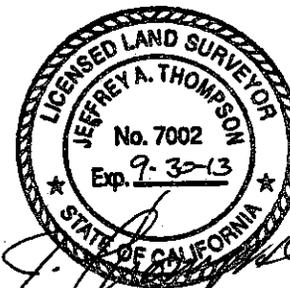
CURB RETURN
 DELTA = 90° 04' 02"
 R = 20.00
 L = 31.44
 T = 20.02
 SECTOR = 314.39 SQ FT
 SEGMENT = 114.39 SQ FT

TOTAL RELINQUISHMENT AREA
 = 7,665.9 SQ FT.

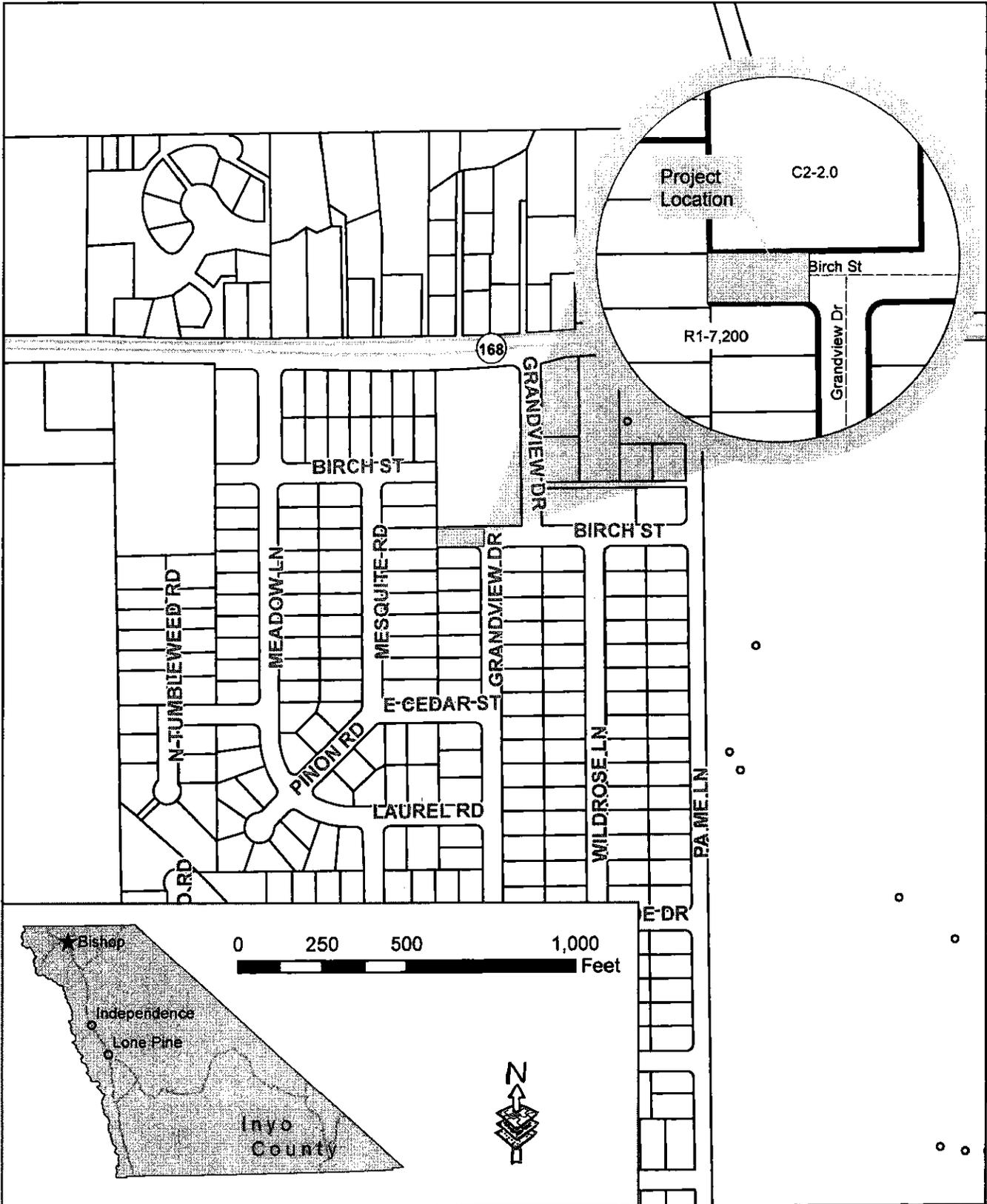
EASEMENT:

(TO BE FILED AFTER THE RELINQUISHMENT)

AN EASEMENT FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF AN EMERGENCY GENERATION SYSTEM OVER THE NORTHERLY THIRTY FEET OF LOT 67, BLOCK ONE OF THE GRANDVIEW HEIGHTS SUBDIVISION AS DEPICTED ON THE MAP FILED IN BOOK 2 OF MAPS AT PAGE 25 IN THE OFFICE OF THE INYO COUNTY RECORDER.



Vicinity Map



Indian Creek-Westridge Community Services District

12/21/12

District Customers:

The water district is in the process of attempting to upgrade our infrastructure and improve our ability to respond to emergencies. One of our greatest weak points is our inability to pump sufficient water out of the ground in the event of a prolonged power outage. We would like to install a new back up power generator at Well#5 on E. Birch St. but we don't have room to place the device. Therefore the District is requesting that Inyo County abandon the dead end portion of E. Birch St. (west end). If we are successful in that effort, we will have sufficient room to put the generator. The road abandonment process is lengthy and has many requirements. The county department planning requires that we get a "signed consent form for all property owners adjacent to the road abandonment area".

This is a formal request to you to provide your consent to pursue the road abandonment in the interest of improving our community water system.

Thank you very much for your consideration,

Terry Tye General Manager ICWCSD-760-920-1472

I give my consent to ICWCSD to pursue this road abandonment project.

Name TERENCE K. McATEER

Address 166 GRANDVIEW DR.

Date 5/28/13

Indian Creek-Westridge Community Services District

12/21/12

District Customers:

The water district is in the process of attempting to upgrade our infrastructure and improve our ability to respond to emergencies. One of our greatest weak points is our inability to pump sufficient water out of the ground in the event of a prolonged power outage. We would like to install a new back up power generator at Well#5 on E. Birch St. but we don't have room to place the device. Therefore the District is requesting that Inyo County abandon the dead end portion of E. Birch St. (west end). If we are successful in that effort, we will have sufficient room to put the generator. The road abandonment process is lengthy and has many requirements. The county department planning requires that we get a "signed consent form for all property owners adjacent to the road abandonment area".

This is a formal request to you to provide your consent to pursue the road abandonment in the interest of improving our community water system.

Thank you very much for your consideration,

Terry Tye General Manager ICWCSD-760-920-1472

I give my consent to ICWCSD to pursue this road abandonment project.

Name MIKE FELGAR

Address 210 Mesquite RD

Date 12-22-2012

Indian Creek-Westridge Community Services District

12/21/12

District Customers:

The water district is in the process of attempting to upgrade our infrastructure and improve our ability to respond to emergencies. One of our greatest weak points is our inability to pump sufficient water out of the ground in the event of a prolonged power outage. We would like to install a new back up power generator at Well#5 on E. Birch St. but we don't have room to place the device. Therefore the District is requesting that Inyo County abandon the dead end portion of E. Birch St. (west end). If we are successful in that effort, we will have sufficient room to put the generator. The road abandonment process is lengthy and has many requirements. The county department planning requires that we get a "signed consent form for all property owners adjacent to the road abandonment area".

This is a formal request to you to provide your consent to pursue the road abandonment in the interest of improving our community water system.

Thank you very much for your consideration,

Terry Tye General Manager ICWCSD-760-920-1472

I give my consent to ICWCSD to pursue this road abandonment project.

Name

Thomas Helvia 

Address

218 Mesquite Rd

Date

12/21/2012

Indian Creek-Westridge Community Services District

12/21/12

District Customers:

The water district is in the process of attempting to upgrade our infrastructure and improve our ability to respond to emergencies. One of our greatest weak points is our inability to pump sufficient water out of the ground in the event of a prolonged power outage. We would like to install a new back up power generator at Well#5 on E. Birch St. but we don't have room to place the device. Therefore the District is requesting that Inyo County abandon the dead end portion of E. Birch St. (west end). If we are successful in that effort, we will have sufficient room to put the generator. The road abandonment process is lengthy and has many requirements. The county department planning requires that we get a "signed consent form for all property owners adjacent to the road abandonment area".

This is a formal request to you to provide your consent to pursue the road abandonment in the interest of improving our community water system.

Thank you very much for your consideration,

Terry Tye General Manager ICWCSD-760-920-1472

I give my consent to ICWCSD to pursue this road abandonment project.

Name Alvin J. Tye

Address 208 Grandview Dr.

Date 5/22/13

RESOLUTION NO. 2013-02

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF INYO, STATE OF CALIFORNIA, FINDING THAT PROPOSED ROAD ABANDONMENT #2013-01/INDIAN CREEK CSD IS IN CONFORMANCE WITH THE INYO COUNTY GENERAL PLAN AND RECOMMENDING THAT THE INYO COUNTY BOARD OF SUPERVISORS APPROVE THAT ROAD ABANDONMENT, SUBJECT TO CERTAIN CONDITIONS

WHEREAS, on May 29, 2013, the County of Inyo has received an application to abandon a County right-of-way described as a portion of Section 11, Township 7 South, Range 32 East, M.D.B. & M. described as all that portion of Birch Street lying west of the westerly prolongation of right-of-way line of Grandview Street, being the northerly sixty feet of lot 67, together with the curb return segment depicted on said plat falling westerly of the prolonged westerly line of Grandview Street, Block 1 of the Grandview Heights subdivision on the plat filed in Book 2 of maps at Page 25 in the office of the Inyo County Recorder, containing 7,666 square feet, more or less; and

WHEREAS, such an abandonment may be conducted pursuant to Chapter 3 of Part 3 of Division 9, commencing with Section 8320, of the Streets and Highways Code; and

WHEREAS, Government Code Section 65402 requires a proposed street abandonment to first be reviewed by the Planning Commission for a determination as to the proposal's conformance with the County General Plan; and

WHEREAS, the Planning Commission has found that the proposed road abandonment is consistent and in conformance with the Inyo County General Plan; and

WHEREAS, in accordance with the conditions necessary to identify viable candidates for street abandonment, the Planning Commission has determined the subject streets are not the sole route of access for any property in the vicinity and that the abandonment of said roadways will not cut off required access to contiguous properties; and

WHEREAS, the Planning Commission has found the application for the road abandonment to be exempt under Section 15061(b)(3) of the California Environmental Quality Act (CEQA) guidelines (General Rule) since there is no possibility that the activity in question will have a significant effect on the environment and placement of the backup emergency generator to be categorically exempt from CEQA under the Class 3 exemption, "New construction or conversion of small structures, such as water main, sewage, electrical, gas, and other utility extensions" and does not meet any of the exceptions to the exemptions listed in Section 15300.2 of the CEQA Guidelines.

NOW, THEREFORE, BE IT RESOLVED that this Planning Commission finds Road Abandonment No. 2013-01/Indian Creek CSD to be in conformance with the Inyo County General Plan; and

BE IT FURTHER RESOLVED, that the Planning Commission makes, and recommends that the Board of Supervisors adopt, the following Conditions of Approval for the proposed project:

RECOMMENDED CONDITIONS OF APPROVAL:

1. Hold Harmless: the applicant, landowner, and/or operator shall defend, indemnify and hold harmless Inyo County, its agents, officers and employees from any claim, action, or proceeding against the County, its advisory agencies, appeal boards, or its legislative body concerning Road Abandonment #2013-01/Indian Creek CSD.

Passed and adopted this _____ day of _____, 2013.

AYES:

NOES:

ABSTAIN:

ABSENT:

Sam Wasson, Chair
Inyo County Planning Commission

ATTEST: Joshua Hart, AICP
Planning Director

By: _____
Nolan Bobroff
Secretary of the Commission



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

33

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 11:45 am Closed Session Informational

FROM: Kammi Foote, Inyo County Clerk/Recorder

FOR THE BOARD MEETING OF: August 13, 2013

SUBJECT: Establish A Fee for Perform Marriage Ceremonies by County Clerk

DEPARTMENTAL RECOMMENDATION:

Request your Board enact an Ordinance entitled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Section 2.14.040 to the Inyo County Code to Establish Fee for Performance of Marriage Ceremony By County Clerk" authorizing the Inyo County Clerk to Collect a \$25.00 Fee to perform Marriage Ceremonies.

SUMMARY DISCUSSION:

Historically, the Justices of the Superior Court have performed civil marriage ceremonies for couples in Inyo County. Although it has not been past practice, the County Clerk is also authorized to perform civil marriage ceremonies per statute. After consultation with Inyo County Superior Court, in order to ease overburdened court calendars and free up valuable court time, the County Clerk would also like to offer the public the option of having their civil marriage ceremony performed by the County Clerk. Because this will be a new task carried out during business hours, it is appropriate to establish a modest fee to cover the direct cost of providing this service. A fee study was conducted in accordance with applicable laws and statutes (attached).

In addition to conducting a fee study, a survey was done of other rural counties in California to ascertain the average cost of providing a similar service:

Service	Siskiyou	Shasta	Mono	Lassen	Plumas	Proposed Fee for Inyo
Civil Marriage Ceremony	\$66	\$50	\$124	\$25	\$50	\$25

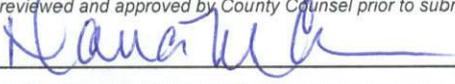
ALTERNATIVES:

- 1) The Inyo County Board of Supervisors could choose not to establish a fee for the performance of marriage ceremonies by the County Clerk. This would result in either not providing the service or not collected a sufficient fee to cover the cost to provide the service.
- 2) The Inyo County Board of Supervisors could choose to establish a fee for the performance of marriage ceremonies by the County Clerk in an alternative amount.

FINANCING:

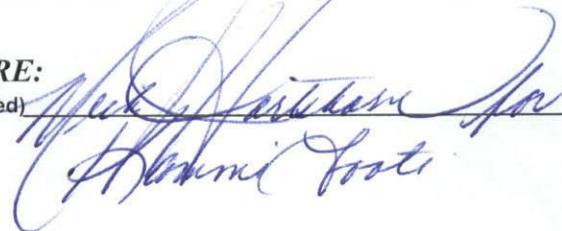
It is anticipated that the additional fee as requested would generate approximately \$1,000 in revenues to the County Clerk (010300) budget in FY 2013/2014 and each subsequent fiscal year.

Service	Current Fee	Aver #/Yr	Proposed	Net Increase
Civil Marriage Ceremonies	N/A	40	\$25.00	\$1,000.00

<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: <u>yes 7/11/13</u> Date:
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: <u>yes 7/11/13</u> Date:
PERSONNEL DIRECTOR: <u>N/A</u>	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: 7/18/13

Fee Study

Department: County Clerk
Service: Civil Marriage Ceremony

<u>Activity</u>	<u>Staff Involved</u>	<u>Time/Min.</u>	<u>Time/Hour</u>	<u>Rate</u> <u>(W/Benefits)</u>	<u>Total Fee</u>
1. Reviewing ID and License	Clerk-Recorder	2	0.033333333	\$61.11	\$2.04
2. Performing Civil Marriage Ceremony	Clerk-Recorder	20	0.333333333	\$61.11	\$20.37
3. Completing the License	Clerk-Recorder	8	0.133333333	\$61.11	\$8.15
			Total Fee		\$30.56

ORDINANCE NO. _____

**AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADDING SECTION 2.14.040
TO THE INYO COUNTY CODE TO ESTABLISH FEE FOR PERFORMANCE OF
MARRIAGE CEREMONY BY COUNTY CLERK**

The Board of Supervisors of the County of Inyo, State of California, ordains as follows:

SECTION ONE. PURPOSE.

The purpose of this Ordinance is to add Section 2.14.040 to the Inyo County Code to establish a fee for the performance of marriage ceremonies by the county clerk.

SECTION TWO. AUTHORITY.

This Ordinance is enacted pursuant to the authority given the Inyo County Board of Supervisors by Family Code Section 401, Government Code Section 26863 and Government Code Section 54985, which permits a county to increase the amount of a fee authorized by State law in order to meet the County's actual cost of providing the service associated with the fee.

SECTION THREE. FINDINGS.

This Board hereby finds, upon the documentary and oral information presented to it in connection with its consideration of this ordinance, that the fee established herein is fair, reasonable, and exceeds neither the actual nor reasonable cost to the County in the county clerk's performance of marriage ceremonies.

SECTION FOUR. ADDITION OF SECTION 2.14.040 TO THE INYO COUNTY CODE.

Inyo County Code, Chapter 2.14 is hereby amended to add Section 2.14.040 to read as follows:

A fee of twenty-five dollars (\$25.00) shall be charged by the county clerk for the performance of marriage ceremonies as allowed pursuant to Family Code Section 401, or other applicable code section. Said fee shall be paid into the general fund of the county.

SECTION FIVE. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the remaining portion of this Ordinance. This Board of Supervisors hereby declares that it would have enacted this Ordinance and every section, subsection, sentence, clause, or phrase hereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or otherwise invalid.

SECTION SIX. EFFECTIVE DATE

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

PASSED AND ADOPTED this ____ day of _____, 2013, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

LINDA ARCULARIUS, Chairman
Inyo County Board of Supervisors

ATTEST: Kevin Carrunchio
Clerk of the Board

By _____
Patricia Gunsolley
Assistant Clerk of the Board

Ordinance:ClerkMarriageFee

07-08-13



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
 25

FROM: Road Department

FOR THE BOARD MEETING OF: August 13, 2013

SUBJECT: Gully Washer storm of July 2013 - Flooding damage to County Roads

DEPARTMENTAL RECOMMENDATIONS:

1. That the Board accept this presentation by the Road Department on the "Gully Washer" flooding disaster of July 2013 and associated impacts to County maintained roadways.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

During July 28 to July 30 this year, severe thunderstorm activity occurred in the Death Valley area, as well as other areas of Inyo County. These storms resulted in high intensity rainfall events. The amount of runoff from these storms overwhelmed existing roadway drainage improvements and created varying levels of damage to approximately (TBA) miles of county maintained roads. This presentation will include a pictorial slide show discussion of the damaged county roadways, the types of damage sustained, the estimated costs for making the repairs, and the anticipated timing for accomplishing the repairs. The most severe road damage occurred to Death Valley Road, Mazourka Canyon Road, Saline Valley Road, Panamint Valley Road and Trona Wildrose Road (upper and lower) including shoulder and asphalt damage. A "Proclamation of Local Emergency" was declared and will be included in the August 2013 storm damage estimates. The Road Department would like to discuss how the county moves forward on the repair of these roads. This discussion would include costs, the ability of the Road Department to fix certain roads and other related issues.

ALTERNATIVES:

The Board could elect not to have the workshop. This is not recommended as this discussion is crucial to how the Road Department handles this disaster.

OTHER AGENCY INVOLVEMENT:

County Administrator's Office
 County Counsel

FINANCING:

None 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: <u> N/A </u> 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> N/A </u> Date _____

PERSONNEL DIRECTOR

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

Approved: N/A Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Jim Tatum
by Denise M. Hayden

Date: 8-7-13