

Agenda

County of Inyo Board of Supervisors

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

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

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

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

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

December 15, 2015

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL -ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(d)(4)]** - decision whether to initiate litigation (two case).
3. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Probation Officers' Association (ICPOAA) - Negotiators: - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
4. **CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.
5. **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: - County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, and Information Services Director, Brandon Shults.

OPEN SESSION

10:00 a.m. PLEDGE OF ALLEGIANCE

6. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW.**
7. **PUBLIC COMMENT**

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY ADMINISTRATOR

8. **Personnel** – Request Board approve the Contract between the County of Inyo and Dr. Jeanette Schneider, for personal services as the County Psychiatrist, at the rate of \$13,164 per month; and authorize the County Administrator to sign.

CORONER

9. Request approval of the Amendments to the Contracts between the County of Inyo and the following for Coroner services; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained: A) Amendment No. 1 to the Contract with Central Valley Toxicology, Inc., for toxicology services, extending the term of the Contract to June 30, 2016; B) Amendment No. 1 to the Contract with William D. Stinnett for personal services, extending the term of the Contract to June 30, 2016 and increasing the Contract amount by \$7,200 to a total amount not to exceed \$58,706; C) Amendment No. 1 to the Contract with Jeffrey E. Mullenhour for personal services, extending the Term of the Contract to June 30, 2016 and increasing the Contract amount by \$7,200 to a total not to exceed \$58,706; D) Amendment No. 2 to the Contract with Milton R. Jones, M.D. for autopsy services, extending the term of the Contract to June 30, 2016; and E) Amendment No. 1 to the Contract with Eva S. Wasef, M.D. for autopsy services, extending the term of the Contract to June 30, 2016.

DISTRICT ATTORNEY

10. Request Board authorize the acceptance of the Inyo County Victim/Witness Assistance Program (VW15 24 140) Grant from the Governor's Office of Emergency Services for FY 2016-2016; and authorize the District Attorney to sign any documentation to accept and utilize the grant on behalf of the County.

PLANNING

11. Request approval of Amendment No. 3 to the Renewable Energy Permit 2013-01 for Munro Valley Solar, replacing the original Exhibit A site plan with the substitute which incorporates the increased project setback from Highway 395 as requested by the Board of Supervisors as a condition of project approval.

PUBLIC WORKS

12. Request approval of a resolution accepting the improvements and authorizing the recording of a Notice of Completion for the County Services Building Window Replacement Project.
13. Request Board A) approve and adopt the new 2015 Inyo County Standard Specifications and Standard Details for use on all Inyo County Public Works projects as well as Inyo County Road Department projects and permits; and B) approve Amendment No. 5 to the Agreement between the County of Inyo and ISL Engineering, Inc., extending the ending date of the Contract one year to December 31, 2016.

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

14. **BOARD OF SUPERVISORS – Supervisor Jeff Griffiths** – Request Board A) receive an update on the Agenda for the December 18, 2015 ESCOG Meeting; B) provide direction to the County's ESCOG Representatives concerning items on the Agenda; and C) support a letter outlining the ESCOG goals for 2016.
15. **HEALTH AND HUMAN SERVICES – ESAAA – Inyo County Growing Older Living with Dignity** – Request Board ratify and approve a Contract between the County of Inyo and the County of Inyo for the ESAAA's Registered Dietitian (RD) to provide the mandated RD services for menu and nutrition services to Mono County seniors, in an amount not to exceed \$20,000; and authorize the HHS/ESAAA Director to sign; and transmit a signed copy to the Clerk of the Board for the Board's files.
16. **SHERIFF** – Request Board A) amend the FY 2015-2016 Sheriff General Budget Unit 022700 by increasing estimated revenue in Civil Process Service Fees (*Revenue Code \$4699*) by \$9,975 and increasing appropriations in Equipment (*Object Code #5650*) by \$9,975 (*4/5's vote required*); and B) declare Tyler Technologies, Inc., a sole-source provider of Civil Service software program services and approve the purchase of Civil Service software program update including training and project management plan per quote 6162015-V4 Upgrade in an amount not to exceed \$9,975.

17. **PUBLIC WORKS** – Request Board A) approve the Plans and Specifications for the Tecopa Community Center HVAC Replacement Project and authorize the Public Works Director to advertise and bid the Project; B) authorize the Public Works Director to award and approve the Contract for the project if the bids received are within the Project budget; to sign the Contract, contingent upon the appropriate signatures being obtained and transmit a signed copy to the Clerk of the Board for the Board’s files; and C) authorize the Public Works Director to sign all other Contract documents, including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law.
18. **PUBLIC WORKS** – Request approval of the Contract between the County of Inyo and Michael Baker International for professional services to create a Multi-Jurisdictional Hazard Mitigation Plan, for the period of December 15, 2015 through December 2, 2016, in an amount not to exceed \$98,499, contingent upon the Board’s adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
19. **PLANNING** - Request Board find that consistent with the Authorized Position Review Policy: A) the availability of funding for an Associate Planner position exists in the Planning Department budget, as certified by the Planning Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualification of the position, the vacancy could possibly be filled through an internal recruitment, however an open recruitment is more appropriate; and C) approve the hiring of one Associate Planner at Range 74 (\$4,731 - \$5,750)
20. **PLANNING** – Request Board receive a presentation from staff about coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input (including potentially the Wilderness, Species of Conservation Concern, and Wild and Scenic River Eligibility).
21. **COUNTY ADMINISTRATOR – Recycling and Integrated Waste Management** – Request Board ratify and approve Amendments No. 1 to the two Contracts between the County of Inyo and Bishop Waste Disposal for waste hauling services at County parks and campgrounds, extending the ending date of the Contracts to March 30, 2016; and increasing Contract limits for North County services by \$5,281 to a total amount not to exceed \$67,356, and South County services by \$1,580 to a total amount not to exceed \$20,356; and authorize the Chairperson to sign.
22. **COUNTY ADMINISTRATOR – Recycling and Integrated Waste Management** - Request Board ratify and approve the Amendments No. 1 to the two Contracts between the County of Inyo and Preferred Septic and Disposal for waste hauling services at the Darwin and Keeler and Olancha, Transfer Stations, extending the ending date of the Contracts to June 30, 2016; and increasing Contract limits for Darwin Contract by \$5,861 to a total amount not to exceed \$36,003.90; for Keeler and Olancha Contract by \$16,790.20 to a total amount not to exceed \$103,190.80; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
23. **COUNTY ADMINISTRATOR** – Request Board authorize the County Administrator to establish a committee consisting of County staff to explore options and coordinate activities related to the County of Inyo’s Sesquicentennial. (150th Anniversary)
24. **COUNTY ADMINISTRATOR - Emergency Services** - Request Board continue the local emergency, The Death Valley Rodeater Emergency that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32, as recommended by the County Administrator.
25. **COUNTY ADMINISTRATOR – Emergency Services** - Request Board continue the local emergency, The Gully Washer Emergency that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013, as recommended by the County Administrator.
26. **COUNTY ADMINISTRATOR - Emergency Services** - Request Board continue the local emergency, The Canyon Crusher Emergency, that resulted in flooding in the portions of Inyo County during the month of August, 2013, was recommended by the County Administrator.
27. **COUNTY ADMINISTRATOR - Emergency Services** – Request Board continue the local emergency, known as the “Land of EVEN Less Water Emergency” that was proclaimed as a result of extreme drought conditions that exist in the County as recommended by the County Administrator.
28. **COUNTY ADMINISTRATOR – Emergency Services** - Request Board continue the local emergency, known as the “Death Valley Down But Not Out Emergency” that was proclaimed as a result of flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

29. **CLERK OF THE BOARD** – Request approval of the minutes of the November 24, 2015 Board of Supervisors Meeting.

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

- 11:00 a.m. 30. **PUBLIC WORKS** – Request Board A) conduct a **public hearing** to take public comment on the Eastern Sierra ATV Adventure Trails System Project; and B) approve the Report to the Legislature summarizing the Assembly Bill 628 Pilot Project and authorize staff to submit.
- 1:30 p.m. 31. **COUNTY ADMINISTRATOR – COUNTY COUNSEL – PLANNING** – Request Board conduct a workshop regarding the Draft Tribal Consultation Policy.
- 2:30 p.m. 32. **COUNTY SERVICES YEAR-IN-REVIEW PRESENTATION** – The County Administrator and County Departments Heads will review departmental highlights in providing public services during 2015.
33. **COUNTY ADMINISTRATOR** – Announcement of the winners of the Inyo County Offices Holiday Door Decorating contest and presentation of the awards and prizes.

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

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

34. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)
35. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

36. **SHERIFF** – Sheriff's and Jail Overtime Report for the month of October 2015.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 8

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

FROM: County Administrator – Personnel
FOR THE BOARD MEETING OF: December 15, 2015
SUBJECT: Request to enter into personal services contract

DEPARTMENTAL RECOMMENDATION:

Request your Board designate and authorize the County Administrator to sign a personal services contract (draft attached) with the Dr. Jeanette Schneider, as the County Psychiatrist at the rate of \$13,164.00 per month.

SUMMARY DISCUSSION:

The position of Psychiatrist excluded from the County’s Personnel Merit System by Section 2.80.055 of the Inyo County Code (Personnel Merit System. Competitive Service), making the position an ‘at-will’ position. (Section 2.80.055 also excludes elected officials; the County Administrator; department heads appointed by your Board; the Chief Probation Officer; the Deputy or Assistant County Administrator, Deputy County Counsel II-IV, Assistant and Senior Assistant County Counsel; members of appointive boards, commissions, and committees; and temporary personnel from the County Personnel Merit System or competitive service). The contract proposed for the Psychiatrist is the same contract your Board approved for the Assistant County Administrator/Senior Assistant County Counsel; they are essentially the same contract that your Board executes with its appointed department heads. The contract serves to better define the position’s ‘at-will’ status by specifying the contract may be terminated by the County “without cause, and at will, for any reason” by providing 90-days written notice of such intent to terminate. The contract also serves to clarify the position (Senior Assistant County Counsel) is a contract position, and serves as an at-will employee for purposes of applying the Personnel Rules and Regulations.

This position will be fully paid for with state and federal funds, using NO County General Funds. California counties are required by California Welfare and Institutions Code Section 5751 to have a California licensed psychiatrist to oversee Mental Health Services. Most small counties struggle to even find a psychiatrist willing to work in the public sector, and the need for such services is growing as a result of Drug Medi-Cal Expansion in California, and Criminal Justice Realignment. Both Mental Health and Drug Medi-Cal services require medical doctor oversight, and Mental Health services specifically require a Psychiatrist. Inyo County is fortunate that our current Psychiatrist happens to also have a degree in chemistry, is proficient in psychopharmacology which will become increasingly significant as Medi-Cal authorities are planning to find ways to fund more “medication-assisted treatment”.

For the general public, a common misunderstanding is the difference between other licensed psychotherapists, clinical psychologists and psychiatrists, as well as the difference between psychiatrists and other medical doctors. Here is a brief and overly simplistic chart to assist in understanding the requirements:

<i>Educational requirements</i>	BA/BS	Masters + internship	Doctorate + internship	Medical School	Psychiatric Residency	Fellowship/Specialty
CA licensed Psychotherapist	4 yrs	2 yrs				
CA licensed Clinical Psychologist	4 yrs	4-6 years				
CA licensed Psychiatrist	4 yrs			4 yrs	4 yrs	2-3 yrs

Our current Psychiatrist also has a psychiatric specialty in geriatrics. Given that 25% of Inyo's population (2010 census data) is age 60 or older, HHS has been working to enhance the knowledge, skills and abilities across HHS programs in geriatrics. Our Psychiatrist has been a key component of our organizational learning in the various health complexities associated with aging.

ALTERNATIVES:

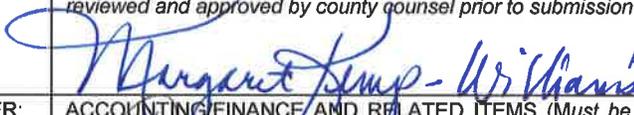
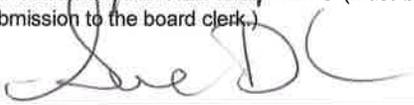
Your Board could choose to not approve this contract, putting our Behavioral Health programs at risk.

OTHER AGENCY INVOLVEMENT:

CA Department of Health Care Services, local partners who rely on Behavioral Health services

FINANCING:

All State and Federal MediCal/Medicaid and Mental Health Services Act funds.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date <u>12/08/15</u>
AUDITOR/CONTROLLER:	ACCOUNTING FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>12/8/15</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>J</u> Date <u>12/8/15</u>

DEPARTMENT HEAD SIGNATURE:  Date: 12-7-15
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND JEANETTE SCHNEIDER
FOR THE PROVISION OF PERSONAL SERVICES
AS PSYCHIATRIST**

TERM:

FROM: December 3, 2015 TO: TERMINATION

SCOPE OF WORK:

Psychiatrist shall perform the duties and responsibilities as identified in the job description for Psychiatrist attached hereto.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND JEANETTE SCHNEIDER
FOR THE PROVISION OF PERSONAL SERVICES
AS PSYCHIATRIST**

TERM:

FROM: December 3, 2015 TO: TERMINATION

SCHEDULE OF FEES:

1. Psychiatrist shall be paid a base salary of \$13,164 monthly and shall be paid every two weeks on County paydays.
2. The Health and Human Services Director will review Psychiatrist's performance annually. As a result of such review, the Health and Human Services Director may make a recommendation to County Administrator to increase Psychiatrist's salary.
3. Except as otherwise provided in this contract, Psychiatrist shall be compensated and receive benefits according to Inyo County Resolution Number 2010-56 or a successor resolution applicable to Management Employees.



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 9

FROM: Jason Molinar, Inyo County Coroner/Kelley Williams, County Administrator's Office

FOR THE BOARD MEETING OF: December 15, 2015

SUBJECT: Approval of Amendments to the Contracts between the County of Inyo and FY 2013/2015 Coroner Contracts

DEPARTMENTAL RECOMMENDATIONS:

Request your Board Approve Amendments to contracts between the County of Inyo and the following, and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

- (a) Approve Amendment #1 to the contract with Central Valley Toxicology, Inc. for Toxicology Services, amending the contract by extending the term to June 30, 2016;
- (b) Approve Amendment #1 to the contract with William D. Stinnett, for Personal Services, amending the contract by extending the term to June 30, 2016 and increasing the contract amount by \$7,200 for a total contract amount not to exceed of \$58,706;
- (c) Approve Amendment #1 to the contract with Jeffrey E. Mullenhour, for Personal Services, amending the contract by extending the term to June 30, 2016 and increasing the contract amount by \$7,200 for a total contract amount not to exceed of \$58,706;
- (d) Approve Amendment #2 to the contract with Milton R. Jones, M.D., for Autopsy Services, amending the contract by extending the term to June 30, 2016;
- (e) Approve Amendment #1 to the contract with Eva S. Wasef, M.D., for Autopsy Services, amending the contract by extending the term to June 30, 2016.

CAO RECOMMENDATION:

These five (5) contracts being brought before your Board for amending are essential in the operation and function of the Coroner's office. The terms of these current contracts were initially entered into on a calendar year basis, from January through December. This can make things difficult and confusing to track when the County budget runs on the July through June fiscal year calendar. The Coroner's office would like to develop the new contracts so that they are on the same fiscal year track as the County budget. By extending these contracts to June 2016, we can then develop the new contracts to coincide with the County budget fiscal year. In addition, with the recent appointment of Jason Molinar as the County Coroner, it is also necessary to amend the contracts to indicate Mr. Molinar as the contract administrator and is thereby authorized to request services be performed under these contracts.

The cost increases in the contracts for William Stinnett and Jeffrey Mullenhour are due to the additional 6 months that the County is adding to the term of their contracts. These funds are already included in the Fiscal Year 2015/2016 Board Approved Budget and will not cause need to amend the current budget.

The Coroner's budget can always fluctuate dramatically depending on the number and type of services that are necessary throughout the course of the fiscal year. At this time, the contracts for Central Valley Toxicology, Milton Jones, M.D. and Eva Wasef, M.D. currently have enough balance remaining on their contracts to cover the additional 6 month extension. No additional funds are necessary at this time. However, as mentioned earlier, because the number and type of service activity in the Coroner's office always fluctuates, the contract amounts for the autopsy service and toxicology contracts may need to be increased before the end of the fiscal year. These contracts are tracked very closely by the CAO support staff and will be evaluated during the Mid-Year and Third Quarter Budget review period to determine if the contract amounts will need to be increased and if the budget needs to be amended to cover any increase in the contract amounts.

SUMMARY DISCUSSION:

ALTERNATIVES:

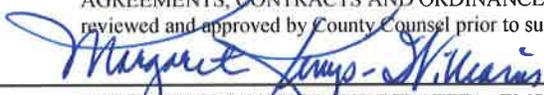
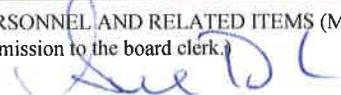
Your Board could disapprove the contract amendments, but this action is not recommended because these services are critical to the Coroner function.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Approving these contract amendments and the above departmental recommendations will create no change in the Fiscal Year 2015/2016 Board Approved Budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date: 12/02/15
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: 12/8/2015
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: <input checked="" type="checkbox"/> Date: 12/3/15

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received)  Date: 12/03/2015

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received),  Date: 12/9/15

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Central Valley Toxicology, Inc.
FOR THE PROVISION OF Toxicology SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Central Valley Toxicology, Inc. (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Toxicology Services dated December 18, 2012 on County of Inyo Standard Contract No. 116 for the term from January 1, 2013 to December 31, 2015.

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

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

County and Contractor hereby amend such Agreement as follows:

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Jason Molinar, whose title is: Coroner. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs not obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from January 1, 2013 to June 30, 2016 unless sooner terminated as provided below.

The effective date of this Amendment to the Agreement is _____.

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

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Central Valley Toxicology, Inc.
FOR THE PROVISION OF Toxicology SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By:  _____

Signature

Dated: _____

Rosalva Torres, VP-GM _____

Type or Print

Dated: 11/30/15 _____

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
William D. Stinnett
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and William D. Stinnett (hereinafter referred to as "Officer"), have entered into an Agreement for the Provision of Personal Services as a County Officer, dated December 18, 2012, on County of Inyo Standard Contract No. 201 for the term from January 1, 2013 to December 31, 2015.

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

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

County and Contractor hereby amend such Agreement as follows:

1. SCOPE OF WORK.

The Officer 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 Officer to perform under this Agreement will be made by Jason Molinar, whose title is: Coroner. Requests to the Officer 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 Officer by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Officer 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 Officer 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, resolutions, and directions.

2. TERM.

The term of this Agreement shall be from January 1, 2013 to June 30, 2016 unless sooner terminated as provided below.

3. CONSIDERATION.

B. Travel and Per Diem. County shall reimburse Officer for the travel expenses and per diem which Officer incurs in providing services and work requested by County under this Agreement. Officer shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Officer for approval to incur travel and per diem expenses shall be submitted to Jason Molinar, title Coroner. 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 Officer 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 Officer without the prior approval of the County.

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, including overtime, travel, and per diem expenses, if any, and all payments made by the County to any Federal, State, County, or municipal agency by reason of Contractor's employment under this contract, including employer's social security contributions and state disability insurance, if any, shall not exceed \$58,706.00 dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including overtime, travel or per diem, which is in excess of the contract limit.

The effective date of this Amendment to the Agreement is _____.

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

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
William D. Stinnett
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: William Stinnett
Signature

Dated: _____

William Stinnett
Type or Print
Dated: 11/20/2015

APPROVED AS TO FORM AND LEGALITY:

Margaret Kemp-Williams
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

M. Baker
County Risk Manager

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Jeffrey E. Mullenhour
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Jeffrey E. Mullenhour (hereinafter referred to as "Officer"), have entered into an Agreement for the Provision of Personal Services as a County Officer, dated December 18, 2012, on County of Inyo Standard Contract No. 201 for the term from January 1, 2013 to December 31, 2015.

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

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

County and Contractor hereby amend such Agreement as follows:

1. SCOPE OF WORK.

The Officer 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 Officer to perform under this Agreement will be made by Jason Molinar, whose title is: Coroner. Requests to the Officer 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 Officer by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Officer 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 Officer 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, resolutions, and directions.

2. TERM.

The term of this Agreement shall be from January 1, 2013 to June 30, 2016 unless sooner terminated as provided below.

3. CONSIDERATION.

B. Travel and Per Diem. County shall reimburse Officer for the travel expenses and per diem which Officer incurs in providing services and work requested by County under this Agreement. Officer shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Officer for approval to incur travel and per diem expenses shall be submitted to Jason Molinar, title Coroner. 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 Officer 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 Officer without the prior approval of the County.

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, including overtime, travel, and per diem expenses, if any, and all payments made by the County to any Federal, State, County, or municipal agency by reason of Contractor's employment under this contract, including employer's social security contributions and state disability insurance, if any, shall not exceed \$58,706.00 dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including overtime, travel or per diem, which is in excess of the contract limit.

The effective date of this Amendment to the Agreement is _____.

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

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Jeffrey E. Mullenhour
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By:  _____
Signature

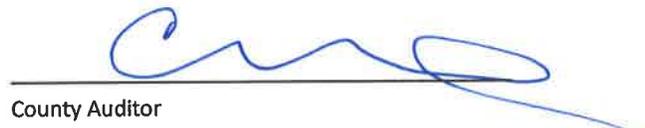
Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Milton R. Jones, M.D.
FOR THE PROVISION OF Autopsy Services**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Milton R. Jones, M.D. of Lone Pine, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Autopsy Services dated December 10, 2013, on County of Inyo Standard Contract No. 116 for the term from January 1, 2014 to December 31, 2015.

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

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

County and Contractor hereby amend such Agreement as follows:

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Jason Molinar, whose title is: Coroner. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs not obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from January 1, 2014 to June 30, 2016 unless sooner terminated as provided below.

The effective date of this Amendment to the Agreement is _____.

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

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Milton R. Jones, M.D.
FOR THE PROVISION OF Autopsy SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: Milton Jones M.D.
Signature

Dated: _____

MILTON JONES, M.D.
Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Margaret Kemp-Skillern
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Eva S. Wasef, M.D.
FOR THE PROVISION OF Autopsy Services**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Eva S. Wasef, M.D. of San Marino, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Autopsy Services dated December 10, 2013, on County of Inyo Standard Contract No. 116 for the term from January 1, 2014 to December 31, 2015.

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

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

County and Contractor hereby amend such Agreement as follows:

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Jason Molinar, whose title is: Coroner. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs not obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from January 1, 2014 to June 30, 2016 unless sooner terminated as provided below.

The effective date of this Amendment to the Agreement is _____.

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

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Eva S. Wasef, M.D.
FOR THE PROVISION OF Autopsy SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: Eva S. Wasef
Signature

Dated: _____

Type or Print
Dated: 11/24/15

APPROVED AS TO FORM AND LEGALITY:

Margaret Kemp Hillman
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]
County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 10

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

FROM: Thomas L. Hardy, District Attorney

FOR THE BOARD MEETING OF: December 15, 2015

SUBJECT: Governor's Office of Emergency Services (CalOES) – Victim/Witness Assistance Program Grant acceptance.

DEPARTMENTAL RECOMMENDATION:

- A) Request Board Authorize acceptance of the Inyo County Victim/Witness Assistance Program (VW15 24 0140) Grant from the Governor's Office of Emergency Services (CalOES) for Fiscal Year 2015/2016.
- B) Authorize District Attorney, Thomas L. Hardy to sign any documentation to accept and utilize the grant on behalf of the County.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This is the (24th) twenty-fourth consecutive year we have applied for and been offered this grant.

The grant total is \$100,836. We anticipate receiving an additional \$18,139 this fiscal year for a total grant of \$118,975. The Victim/Witness Assistance Program augments the services provided by the Office of the District Attorney including crisis intervention, emergency assistance, resource assistance, follow-up counseling, victim compensation, property return, orientation to the criminal justice system, court escort and support, presentation to criminal justice, victim service providers and the media, case status reports, notification of family and friends, employer notification, restitution assistance, creditor intervention, child care assistance, witness notification, funeral arrangement assistance, crime prevention information, temporary restraining order assistance, transportation, and court waiting area.

Service is provided to victims of all types of crime upon request, not only crimes prosecuted by the District Attorney. Contact is made in person, by letter, telephone and by field visits. The goal of the Victim/Witness Assistance Program is to help victims of crime proceed through the criminal justice system and their victimization with a sense of understanding and participation in the process with a resulting empowerment to become a survivor; no longer a victim.

We respectfully request your consideration of acceptance of this grant, which funds the Victim/Witness Assistant's salary and benefits at 100%. Further, this year we are able to fund approximately 20% of the District Attorney's Administrative Legal Secretary and 10% of the District Attorney's Legal Secretary II salary and benefits to save the general fund.

ALTERNATIVES:

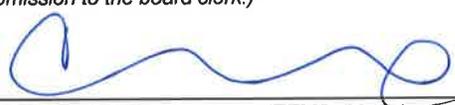
Without your Board's acceptance of the grant the project would be terminated.

OTHER AGENCY INVOLVEMENT:

Inyo Sheriff's Department, Inyo Child and Adult Protective Services, Inyo County Probation Department, Bishop Police Department, California Highway Patrol, and Wild Iris Women's Services.

FINANCING:

Grant amount is \$100,836 with an anticipated additional amount of \$18,139 for a total of \$118,975. Budget Number 620415. The County expends funds and then a claim is made to the State for reimbursement quarterly.

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>11/17/15</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>11/19/2015</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

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



Date: 11-13-15



October 28, 2015

Thomas L. Hardy, District Attorney
Inyo County
P.O. Box D
Independence, CA 93526

Subject: **NOTIFICATION OF APPLICATION APPROVAL**
Victim/Witness Assistance Program
Subaward #: VW15 24 0140, Cal OES ID: 027-00000

Dear Ms. Hardy:

Congratulations! The California Governor's Office of Emergency Services (Cal OES) has approved your application in the amount of \$100,836, subject to Budget approval. A copy of your approved subaward is enclosed for your records.

Cal OES will make every effort to process payment requests within 45 days of receipt.

This subaward is subject to the Cal OES Subrecipient Handbook. You are encouraged to read and familiarize yourself with the Cal OES Subrecipient Handbook, which can be viewed on Cal OES website at www.caloes.ca.gov.

Any funds received in excess of current needs, approved amounts, or those found owed as a result of a close-out or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal OES.

Should you have questions on your subaward please contact your Program Specialist.

CJVS Grants Processing

Enclosure

c: Subrecipient's file

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUPPLEMENTAL GRANT SUBAWARD INFORMATION**

1. Cal OES Contact Information Section:
 Governor's Office of Emergency Services
 Mark S. Ghilarducci, Director
 3650 Schriever Avenue
 Mather, CA 95655
 (916) 845-8506 phone • (916) 845-8511 fax

2. Federal Awarding Agency Section:

Federal Program Fund / CFDA #	Federal Awarding Agency	Total Federal Award Amount	Total Local Assistance Amount
Victims of Crime Act (VOCA) / 16.575	Office for Victims of Crime	\$232,722,931	\$221,598,852
Choose an item.	Choose an item.	\$	\$
Choose an item.	Choose an item.	\$	\$
Choose an item.	Choose an item.	\$	\$
Choose an item.	Choose an item.	\$	\$

3. Project Description Section:

- Project Acronym

Victim/Witness Assistance Program (VW)

- Project Description (Please type the Project Description):

Provides funding for comprehensive services to assist victims/witnesses of all types of violent crime pursuant to California Penal Code §13835 in each of California's 58 counties.

4. Research & Development Section:

- Is this Subaward a Research & Development grant? Yes No

PROJECT CONTACT INFORMATION

Subrecipient: County of Inyo ✓

Subaward #: VW15240140 ✓

Provide the name, title, address, telephone number, and e-mail address for the project contacts named below. **NOTE: If you use a PO Box address, a street address is also required for package delivery and site visit purposes.**

1. The **Project Director** for the project:

Name: Thomas L. Hardy Title: Inyo County District Attorney

Telephone #: 760 878-0282 Fax#: 760 878-2383 Email Address: thardy@inyocounty.us

Address/City/Zip: Post Office Drawer D (168 North Edwards Street), Independence, California 93526

2. The **Financial Officer** for the project:

Name: Amy Shepherd Title: Inyo County Auditor

Telephone #: 760 878-0343 Fax#: 760 878-0391 Email Address: ashepherd@inyocounty.us

Address/City/Zip: Post Office Drawer R (168 North Edwards Street), Independence, California 93526

3. The **person** having **Routine Programmatic** responsibility for the project:

Name: Dianna Dominguez Title: Victim Witness Assistant

Telephone #: 760 878-0282 Fax#: 760 878-2383 Email Address: ddominguez@inyocounty.us

Address/City/Zip: Post Office Drawer D (168 North Edwards Street), Independence, California 93526

4. The **person** having **Routine Fiscal Responsibility** for the project:

Name: Heidi J. Garcia Title: Administrative Legal Secretary

Telephone #: 7608736657 Fax#: 760 8738359 Email Address: hgarcia@inyocounty.us

Address/City/Zip: 230 West Line Street, Bishop, California 93514

5. The **Executive Director** of a Community Based Organization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:

Name: Thomas L. Hardy Title: Inyo County District Attorney

Telephone #: 760 878-0282 Fax#: 760 878-2383 Email Address: thardy@inyocounty.us

Address/City/Zip: Post Office Drawer D (168 North Edwards Street), Independence, California 93526

6. The **Official Designated** by the Governing Board to enter into the Grant Subaward for the City/County or Community-Based Organization, as stated in Section 14 of the Grant Subaward Face Sheet:

Name: Thomas L. Hardy Title: Inyo County District Attorney

Telephone #: 760 878-0282 Fax#: 760 878-2383 Email Address: thardy@inyocounty.us

Address/City/Zip: Post Office Drawer D (168 North Edwards Street), Independence, California 93526

7. The **chair** of the **Governing Body** of the subrecipient:

Name: Matt Kingsley ✓ Title: Chairman, Inyo County Board of Supervisors

Telephone #: 760 878-0373 ✓ Fax#: 760 878-2241 Email Address: mkingsley@inyocounty.us ✓

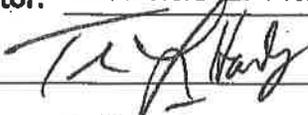
Address/City/Zip: Post Office Drawer N (168 North Edwards Street), Independence, California 93526

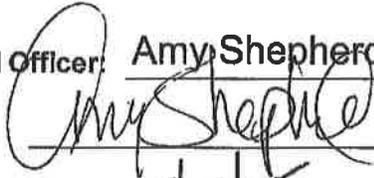
SIGNATURE AUTHORIZATION

Subaward #: VW15240140 ✓

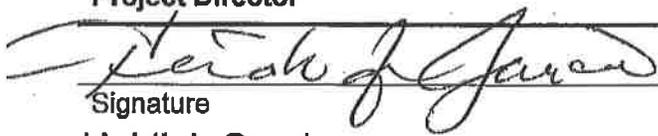
Subrecipient: County of Inyo ✓
Implementing Agency: Inyo County District Attorney ✓

*The Project Director and Financial Officer are **REQUIRED** to sign this form.

*Project Director: Thomas J. Hardy
Signature: 
Date: 8-20-15

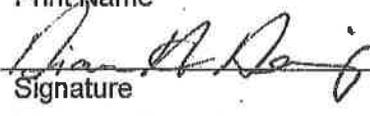
*Financial Officer: Amy Shepherd
Signature: 
Date: 8/21/15

The following persons are authorized to sign for the
Project Director


Signature

Heidi J. Garcia

Print Name


Signature

Dianna Dominguez

Print Name

Signature

Print Name

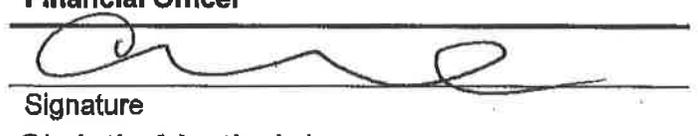
Signature

Print Name

Signature

Print Name

The following persons are authorized to sign for the
Financial Officer


Signature

Christie Martindale

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

CERTIFICATION OF ASSURANCE OF COMPLIANCE
Victims of Crime Act (VOCA) Fund

I, Thomas L. Hardy hereby certify that
(official authorized to sign Subaward; same person as Section 14 on Subaward Face Sheet)

SUBRECIPIENT: County of Inyo

IMPLEMENTING AGENCY: Inyo County District Attorney

PROJECT TITLE: Inyo County Victim Witness Assistance Program

is responsible for reviewing the *Subrecipient Handbook* and adhering to all of the Subaward requirements (state and/or federal) as directed by Cal OES including, but not limited to, the following areas:

I. Federal Grant Funds

Subrecipients expending \$750,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Uniform Guidance 2 CFR Part 200, Subpart F and are allowed to utilize federal grant funds to budget for the audit costs. See Section 8000 of the *Subrecipient Handbook* for more detail.

The above named Subrecipient receives \$750,000 or more in federal grant funds annually.

The above named Subrecipient does not receive \$750,000 or more in federal grant funds annually.

II. Equal Employment Opportunity -- (*Subrecipient Handbook Section 2151*)

It is the public policy of the State of California to promote equal employment opportunity by prohibiting discrimination or harassment in employment because of race, religious creed, color, national origin, ancestry, disability (mental and physical) including HIV and AIDS, medical condition (cancer and genetic characteristics), marital status, sex, sexual orientation, denial of family medical care leave, denial of pregnancy disability leave, or age (over 40). **Cal OES-funded projects certify that they will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination and civil rights.**

Please provide the following information:

Equal Employment Opportunity Officer: Kevin Carunchio

Title: Inyo County Administrator

Address: Post Office Drawer N, Independence, California 93526

Phone: 760 878-0292

Email: kcarunchio@inyocounty.us

III. Drug-Free Workplace Act of 1990 – (Subrecipient Handbook, Section 2152)

The State of California requires that every person or organization subawarded a grant or contract shall certify it will provide a drug-free workplace.

IV. California Environmental Quality Act (CEQA) – (Subrecipient Handbook, Section 2153)

The California Environmental Quality Act (CEQA) (*Public Resources Code, Section 21000 et seq.*) requires all Cal OES funded projects to certify compliance with CEQA. Projects receiving funding must coordinate with their city or county planning agency to ensure that the project is compliance with CEQA requirements.

V. Lobbying – (Subrecipient Handbook Section 2154)

Cal OES grant funds, grant property, or grant funded positions shall not be used for any lobbying activities, including, but not limited to, being paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

VI. Debarment and Suspension – (Subrecipient Handbook Section 2155)

(This applies to federally funded grants only.)

Cal OES-funded projects must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department of agency.

VII. Proof of Authority from City Council/Governing Board

The above-named organization (Applicant) accepts responsibility for and will comply with the requirement to obtain a signed resolution from the city council/governing board in support of this program. The applicant agrees to provide all matching funds required for said project (including any amendment thereof) under the Program and the funding terms and conditions of Cal OES, and that any cash match will be appropriated as required. It is agreed that any liability arising out of the performance of this Subaward, including civil court actions for damages, shall be the responsibility of the grant Subrecipient and the authorizing agency. The State of California and Cal OES disclaim responsibility of any such liability. Furthermore, it is also agreed that grant funds received from Cal OES shall not be used to supplant expenditures controlled by the city council/governing board.

The applicant is required to obtain written authorization from the city council/governing board that the official executing this agreement is, in fact, authorized to do so. The applicant is also required to maintain said written authorization on file and readily available upon demand.

VIII. Civil Rights Compliance

The Subrecipient complies with all laws that prohibit excluding, denying or discriminating against any person based on actual or perceived race, color, national origin, disability, religion, age, sex, gender identity, and sexual orientation in both the delivery of services and employment practices and does not use federal financial assistance to engage in explicitly religious activities.

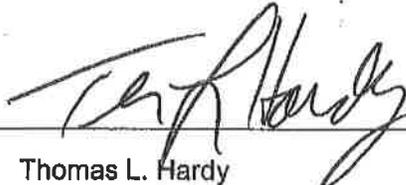
IX. Special Condition for Grant Subaward with Victims of Crime Act (VOCA) Funds

The grant Subrecipient agrees to administer the grant in accordance with the VOCA, the VOCA Program Guidelines, and the Office of Justice Programs Financial Guide.

All appropriate documentation must be maintained on file by the project and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Subrecipient may be ineligible for subaward of any future grants if the Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

CERTIFICATION

I, the official named below, am the same individual authorized to sign the Subaward [Section 14 on Grant Subaward Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant Subrecipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Authorized Official's Signature: 

Authorized Official's Typed Name: Thomas L. Hardy

Authorized Official's Title: Inyo County District Attorney

Date Executed: 09/28/15

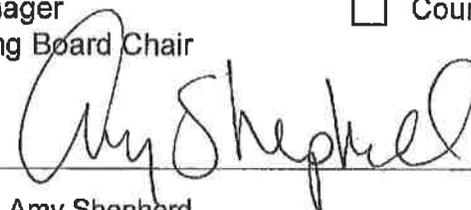
Federal Employer ID #: 95-6005445 Federal DUNS # 010706687

Current Central Contractor Registration Expiration Date: 8/24/16 

Executed in the City/County of: Inyo County

AUTHORIZED BY: *(not applicable to State agencies)*

- | | |
|---|--|
| <input type="checkbox"/> City Financial Officer | <input checked="" type="checkbox"/> County Financial Officer |
| <input type="checkbox"/> City Manager | <input type="checkbox"/> County Manager |
| <input type="checkbox"/> Governing Board Chair | |

Signature: 

Typed Name: Amy Shepherd

Title: Inyo County Auditor

BUDGET CATEGORY AND LINE ITEM DETAIL

Subrecipient: Inyo County			Subaward #: VW15240140	
B. Operating Expenses	15 VWAO (State)	15 VOCA	15 VWAO MATCH	COST
Monthly Cell Telephone Service - 1 phone x \$35 per month = \$420		\$420		\$0 \$0 \$420 ✓
Victim emergency fund, including food & meals, motel, clothing, travel, & emergency basic needs, etc. \$125 per month x 12 months = \$1,500		\$1,500		\$0 \$0 \$1,500 ✓
Misc. general office supplies including printer cartridges, copy/postage charges, business cards, misc. printing of brochures, resource guides (English & Spanish) \$411.75 per month x 12 months = \$4,941	\$1,000 ✓	\$3,941 ✓		\$0 \$0 \$0 \$4,941 ✓
Various Presentations/Trainings/Meetings (including mileage) \$83.33 per month x 12 months - \$1,000 (.575 per mile)		\$1,000		\$0 \$0 \$1,000 ✓
Various Travel Court, Trials, transportation of Victims, etc. (including mileage)(Fiscal & Victim Witness Assistant) \$83.33 per month x 12 months = \$1,000 (.575 per mile)		\$1,000		\$0 \$0 \$1,000 ✓
Training/Conference Registrations		\$1,000		\$0 \$1,000 ✓
Victim Advocacy & Crisis Responses Training (NOVA) (Out of State Travel - Texas) Airfare: \$400 Taxi/Shuttle: \$100 Parking: \$100 State/Agency Car: \$300 Lodging 6 nights @ \$140 = \$840 Per Diem 7 days @ \$71 = 497 Registration \$450 TOTAL: \$2,687		\$2,687		\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$2,687 ✓
Victim Witness 2nd/3rd Level Training Lodging 6 nights @ \$140 = \$8940 Per Diem 7 days @ \$71 = \$497 Mileage 650 miles @ .575 per mile - \$374 TOTAL: \$1,711		\$1,711		\$0 \$0 \$0 \$0 \$1,711 ✓
CalOES Mandatory Training Lodging 2 staff x 4 nights @ \$140 - \$1,120 ✓ Per Diem 2 staff x 5 days @ \$71 per day = \$710 ✓ Mileage 650 miles @ .575 per mile = \$374 ✓ TOTAL: \$2,204		\$2,204		\$0 \$0 \$0 \$0 \$2,204 ✓
Operating Section Totals	\$1,000	\$15,463	✓ \$0	\$16,463
OPERATING SECTION TOTAL				\$16,463 ✓

91

CJVS Budget Summary Report

VW15 Victim/Witness Assistance Program
 Inyo County
 Victim Witness Assistance Program

Subaward #: VW15 24 0140
 Performance Period: 07/01/15 - 06/30/16
 Latest Request: , Not Final 201

A. Personal Services - Salaries/Employee Benefits

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	15VOCA	34,964	0	34,964	0	34,964
S	15VWAO	49,409	0	49,409	0	49,409
Total A. Personal Services - Salaries/Employee Benefits:		84,373	0	84,373	0	84,373

B. Operating Expenses

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	15VOCA	15,463	0	15,463	0	15,463
S	15VWAO	1,000	0	1,000	0	1,000
Total B. Operating Expenses:		16,463	0	16,463	0	16,463

C. Equipment

F/S/L	Funding Source	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	15VOCA	0	0	0	0	0
S	15VWAO	0	0	0	0	0
Total C. Equipment:		0	0	0	0	0

	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
Total Local Match:	0	0	0	0	0
Total Funded:	100,836	0	100,836	0	100,836
Total Project Cost:	100,836	0	100,836	0	100,836

F/S/L (Funding Types): F=Federal, S=State, L=Local Match
 Paid/Expended=posted in ledger w/Claim Schedule, Pending=Processed, but not vet in Claim Schedule



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
--

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

FROM: Planning Department

FOR THE BOARD MEETING OF: December 15, 2015

SUBJECT: Approval of Amendment 2 to Renewable Energy Permit 2013-01 for Munro Valley Solar, which replaces the original Exhibit A site plan with the substitute site plan for Munro Valley Solar, LLC.

DEPARTMENTAL RECOMMENDATION: Approve Amendment No. 2 to Renewable Energy Permit 2013-01 for Munro Valley Solar replacing the original Exhibit A site plan with the substitute site plan for Munro Valley Solar, LLC, which incorporates the increased project setback from Highway 395 as requested by the Board of Supervisors as a condition of project approval.

SUMMARY DISCUSSION: Munro Valley Solar, LLC submitted applications to the County of Inyo ("County") for a renewable energy permit (REP) and related applications for other permits and/or actions necessary to construct and operate a 4.0 megawatt solar photovoltaic generating facility over two separate privately owned parcels located in Olancho, California. The project was approved by the Inyo County Planning Commission on September 24, 2014, and by the Inyo County Board of Supervisors on November 12, 2014.

Exhibit A-Project Renderings of the REP states: *"On November 12th, 2014, the Inyo County Board of Supervisors placed additional conditions of approval on the project requiring the solar configuration to have a greater setback from Highway 395 than originally proposed by the Developer. At the time of this agreement, the revised project configuration has not been approved. A subsequent site plan will be included in place of Exhibit A once the revised site plan has been agreed to by the County and the Developer."*

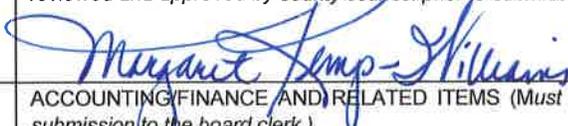
The Developer has provided the County revised site plans increasing the western setback of the solar panel configuration to approximately 200 feet from Highway 395. Amendment No. 2 to the Renewable Energy Permit replaces the original Exhibit A site plan with the substitute site plan, and will be recorded as part of the REP with the Inyo County Records Office. No other term, provision or condition of the REP is modified by this amendment of the Permit.

ALTERNATIVES: The Board could not approve Amendment No. 2 to the REP; this is not recommended as replacement of the original site plan with the substitute site plan was previously agreed to in the REP.

OTHER AGENCY INVOLVEMENT: None.

FINANCING: N/A

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date <u>12/03/15</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date:

12/7/15

Attachments:

- 1) Amendment Number 2 to the Renewable Energy Development Permit issued by the County of Inyo to Munro Valley Solar, LLC for its solar photovoltaic electric generating facility in Olancha

RECORDING REQUESTED BY:

AND

WHEN RECORDED RETURN TO:

Inyo County Planning Department
PO Drawer L, 168 North Edwards
Independence, CA 93526

**AMENDMENT NO. 2 TO
AGREEMENT SETTING FORTH THE TERMS OF RENEWABLE ENERGY
DEVELOPMENT PERMIT**

**ISSUED BY THE COUNTY OF INYO TO MUNRO VALLEY SOLAR, LLC FOR ITS
SOLAR PHOTOVOLTAIC ELECTRIC GENERATING FACILITY IN OLANCHA
(ASSESSOR PARCEL NOS. 033-400-02, 033-460-08, AND 033-060-19)**

**RECORDED BY THE INYO COUNTY RECORDER'S OFFICE, SEPTEMBER 10, 2015
(DOCUMENT NO. 2015-2616)**

**EXHIBIT E
AMENDMENT NUMBER 2**

**RENEWABLE ENERGY DEVELOPMENT PERMIT ISSUED BY THE COUNTY OF
INYO TO MUNRO VALLEY SOLAR, LLC FOR ITS SOLAR PHOTOVOLTAIC
ELECTRIC GENERATING FACILITY IN OLANCHA
(ASSESSOR PARCEL NOS. 033-400-02, 033-460-08, AND 033-060-19)**

I. RECITALS

A. On September 24, 2014, the Inyo County Planning Commission conditionally approved Renewable Energy Permit #2013-01/Munro Valley Solar, LLC, which was recorded in Inyo County on September 10, 2015 as Document 2015-2616. (“Renewable Energy Permit”).

B. Exhibit A – Project Renderings of the Renewable Energy Permit, included in the recorded document described above, provides:

On November 12th, 2014, the Inyo County Board of Supervisors placed additional conditions of approval on the project requiring the solar configuration to have a greater setback from Highway 395 than originally proposed by the Developer. At the time of this agreement, the revised project configuration has not been approved. A subsequent site plan will be included in place of Exhibit A once the revised site plan has been agreed to by the County and the Developer.

C. Following the approval and recording of the Renewable Energy Permit, DEVELOPER has provided the COUNTY revised site plans increasing the western setback of the solar panel configuration to approximately 200 feet from Highway 395. The substitute plan is attached hereto as Attachment 1.

D. The COUNTY and DEVELOPER have agreed to amend the Renewable Energy Permit to replace the original Exhibit A site plan with the substitute site plan for Munro Valley Solar, LLC, which is Attachment 1 hereto.

II. AMENDMENT OF RENEWABLE ENERGY PERMIT

1. The Renewable Energy Permit is amended add this Exhibit E to the Renewable Energy Permit. Pursuant to this amendment, the site plan which constitutes Exhibit A to the Renewable Energy Permit is replaced with the substitute site plan which is Attachment 1 hereto.

2. No other term, provision or condition of the Renewable Energy Permit is modified by this amendment of the Permit.

The Parties hereto, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF INYO

Date: _____

By: _____
Matt Kingsley, Inyo County Board of Supervisors

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Inyo

On _____ before me, (_____),
personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

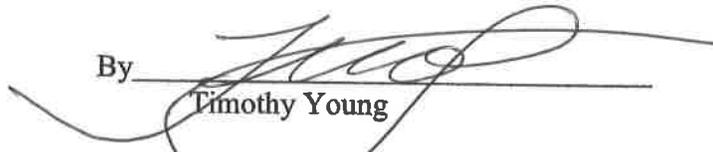
WITNESS my hand and official seal.

Signature _____ (Seal)

APPLICANT/ OWNER (DEVELOPER)

Corporations Code section 17157 requires that contracts with a Limited Liability Company (LLC) shall be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.

Applicant/Owner
Date: 12-7-15

By 
Timothy Young
TITLE Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Nevada
County of Washoe

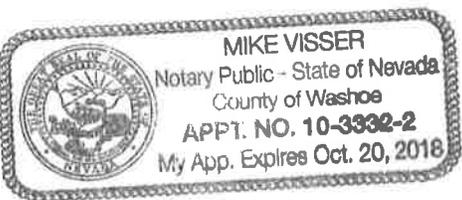
On 12/7/2015 before me, (Mike Visser, Notary Public),
personally appeared Timothy Young

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Date: 12/1/2015

By 
Christopher Little

TITLE Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

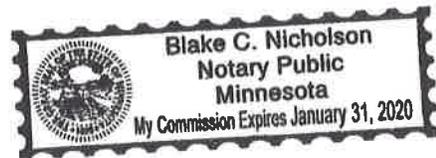
State of Minnesota
County of Hennepin

On 12/1/2015 before me, (Blake Nicholson),
personally appeared Christopher Little, Vice President of Munro Valley Solar LLC,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



© 2015 Westwood Professional Services, Inc.

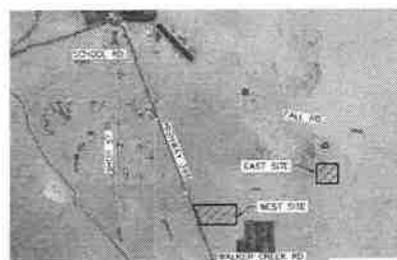
MUNRO VALLEY SOLAR PROJECT

APN No. 033-400-02-00, 033-060-19

Highway 395
Olancha, CA 93545

Inyo County

Civil Construction Plans



VICINITY MAP
N15



STATE MAP
N15

PROJECT OWNER

ECOS ENERGY
2225 SOUTH 9TH STREET, SUITE 1600
MINNEAPOLIS, MN 55402
CONTACT: STEVE BRODYER
PHONE: (612) 328-1500

CONTRACTOR

KONISTO COMPANIES LLC
1199 MAIN AVE. SUITE 210
DURANGO, CO 81301
PHONE: (970) 403-8731

WELI CONTRACTOR

ENGINEERED WELL SERVICES
3100 STANDARD STREET
BAKERSFIELD, CA 93309
PHONE: (881) 330-8331

PROPERTY ADDRESS

APN NO. 033-400-02-00, 033-060-19
HIGHWAY 395
OLANCHA, CA 93545
INYO COUNTY

PROJECT MANAGER

WESTWOOD PROFESSIONAL SERVICES, INC.
7699 ANAGRAM DRIVE
EDEN PRAIRIE, MN 55244
CONTACT: AUGUST CHRISTENSEN
PHONE: (952) 908-7430
MOBILE: (952) 500-0270

PROJECT CIVIL ENGINEER

WESTWOOD PROFESSIONAL SERVICES, INC.
7699 ANAGRAM DRIVE
EDEN PRAIRIE, MN 55244
CONTACT: CHRIS GARDA
PHONE: (952) 908-7459
MOBILE: (612) 209-2818

GEOTECHNICAL ENGINEER

NEIL O. ANDERSON & ASSOCIATES
902 INDUSTRIAL WAY
LODI, CA 95240
CONTACT: ANTHONY K. TRAN
PHONE: (209) 387-3701

BASE OF BEARINGS

THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 37 EAST, N.D.B. &M. BEING N0023°45'W

REMOVAL QUANTITIES	
ITEM	QUANTITY
TOP SOIL STRIPPING AREA	24.63 ACRES

NEW CONSTRUCTION QUANTITIES	
ITEM	QUANTITY
8' CHAIN LINK SECURITY FENCE	5085 L.F.
28" SWING GATE	1 EA.
32" SWING GATE	4 EA.
A.B. FOR MAINTENANCE ROAD	754' C.Y.
SILT FENCE LENGTH	2610 L.F.

EARTHWORK		
ITEM	CUT	FILL
MAINTENANCE ROAD GRADING	930 C.Y.	0 C.Y.
INVERTER PAD GRADING	0 C.Y.	70 C.Y.
RE-SPREAD EXCESS MATERIAL	0 C.Y.	860 C.Y.
TOTAL	930 C.Y.	930 C.Y.

SHEET LIST TABLE	
DWG. NO.	SHEET TITLE
T.100	COVER SHEET
C.100	OVERALL SITE PLAN
C.101	EXISTING CONDITIONS PLAN WEST
C.102	EXISTING CONDITIONS PLAN EAST
C.103	REMOVAL PLAN WEST
C.104	REMOVAL PLAN EAST
C.106	EROSION CONTROL PLAN WEST
C.108	EROSION CONTROL PLAN EAST
C.107	FENCING PLAN WEST
C.108	FENCING PLAN EAST
C.300	SITE PLAN WEST
C.301	SITE PLAN EAST
C.360	CONSTRUCTION DETAILS
C.361	EROSION CONTROL DETAILS
C.362	CONSTRUCTION NOTES

DATA SET INFORMATION			
BASE FILE	FILE NAME	PROVIDER	DATE
RV ARRAY & SITE	RV-00130201VST1plan.dwg	ECOS Energy	09/12/2015
TOPG	MunroParcelTopg.dwg	ECOS Energy	04/21/2015
ALTA	13-005 FTM #04.dwg	Eastern Sierra Land Surveyors, Inc.	06/07/2015

Westwood

Phone: (952) 971-6100 7699 Anagram Drive
Fax: (952) 971-0000 Eden Prairie, MN 55244
Website: (952) 971-0100 westwood.com
Westwood Professional Services, Inc.



8.1.15

Designed	WTS
Checked	ACG
Drawn	WTS
Special Drawing by/Title	
Particulars	
1. Date	08/20/2015

Prepared for:

222 S 9th Street, Suite 1400
Minneapolis, MN 55402

Highway 395
Olancha, CA 93545
Lat: 36°15'54" N
Lon: 117°59'44" W

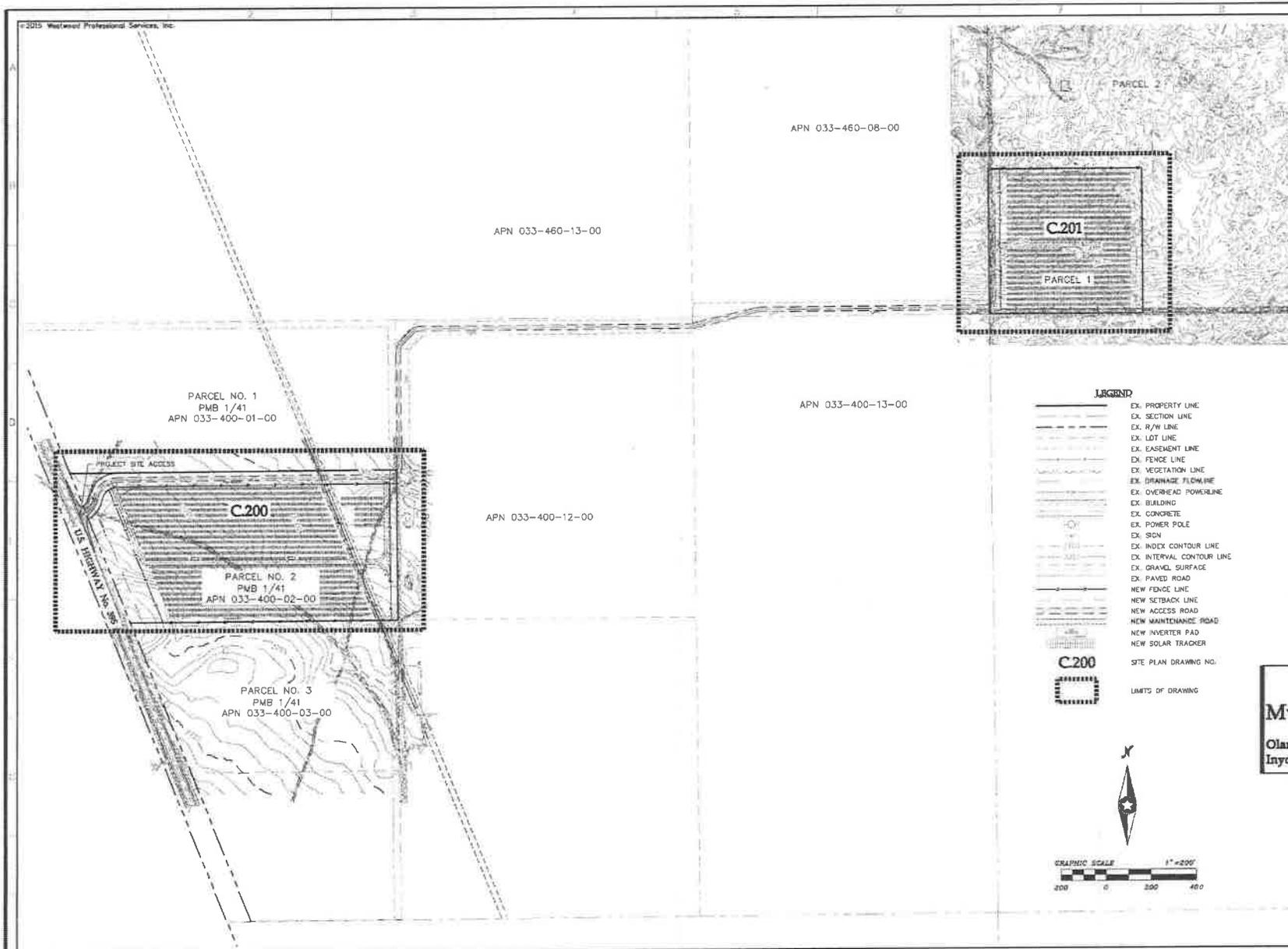
Munro Valley Solar
Olancha, California
Inyo County

Cover Sheet

Issued for Permit

Date: 09/09/2015
Drawing No: T.100

Attachment 1



Westwood

Phone (805) 471-0100 2000 Ainslie Drive
 Fax (805) 471-0000 2000 Ainslie Drive, Suite 100
 Toll Free (800) 471-0100 westwood@wps.com
 Westwood Professional Services, Inc.



Designed: WPS
 Checked: JAC
 Drawn: WPS

Record Drawing by/Date

Revisions

Prepared for:



Highway 395
 Olancha, CA 93545
 Lat 36°15'54" N
 Lon: 117°59'44" W

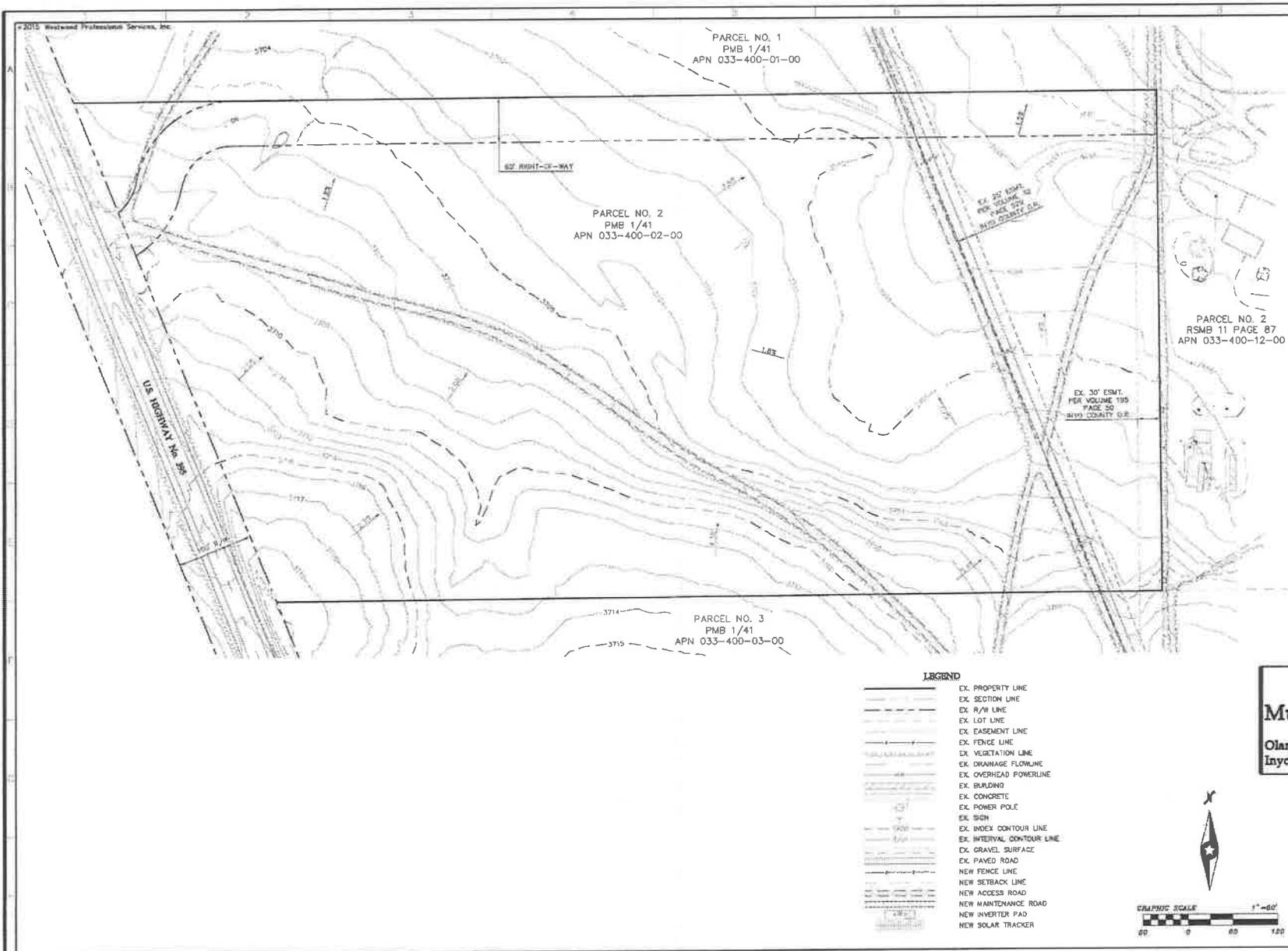
Munro Valley Solar
 Olancha, California
 Inyo County

Overall Site Plan

Issued for Permit

Date: 09/09/2015
 Drawing No: C.100

Attachment 1



Westwood

Phone (865) 237-4188 FAX (865) 237-4189
 Fax (865) 237-6888 2000 Parkway, NW #100
 Marietta, GA 30066 (404) 426-0000
 Westwood Professional Services, Inc.



Designed: WTR
 Checked: ADC
 Drawn: WTR

Revised Drawing Information

1"=50' UNITS

Prepared for:



222 S 9th Street, Suite 1020
 Minneapolis, MN 55402

Highway 395
 Olancha, CA 93545
 Lat: 36°15'54" N
 Lon: 117°59'44" W

Munro Valley Solar

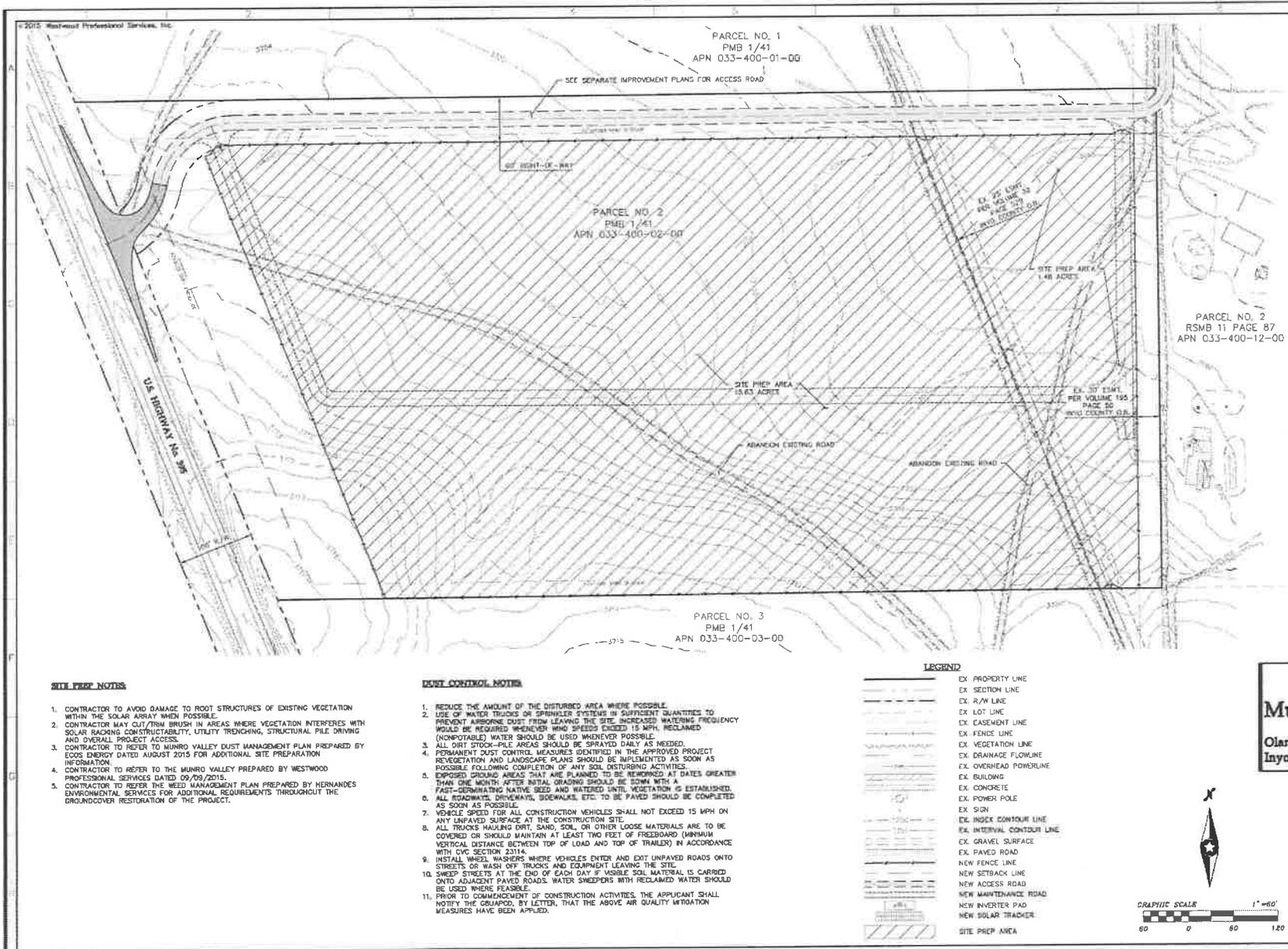
Olancha, California
 Inyo County

Existing Conditions West

Issued for Permit

Date: 09/09/2015
 Drawing No: C101

Attachment 1



Westwood

Phone (802) 847-4140 1188 Angstrom Drive
 Fax (802) 847-8888 1188 Angstrom Drive
 Web Site (802) 272-1114 www.westwood.com
 Westwood Professional Services, Inc.



9.9.15

Designed	WHS
Checked	AKC
Drawn	WHS
Revised Drawing by/Date	
Revisions	DATE DESCRIPTION

Prepared for:

 222 S 9th Street, Suite 1600
 Minneapolis, MN 55402

Highway 395
 Olancho, CA 93545
 Lat: 36°15'54" N
 Lon: 117°59'44" W

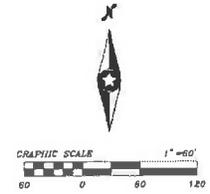
Munro Valley Solar

Olancho, California
 Inyo County

Removal and Site Preparation Plan - West

Issued for Permit

Date: 09/09/2015
 Drawing No: C103



SITE PREP NOTES

- CONTRACTOR TO AVOID DAMAGE TO ROOT STRUCTURES OF EXISTING VEGETATION WITHIN THE SOLAR ARRAY WHEN POSSIBLE.
- CONTRACTOR MAY CUT/FIRM BRUSH IN AREAS WHERE VEGETATION INTERFERES WITH SOLAR RACKING CONSTRUCTABILITY, UTILITY TRENCHING, STRUCTURAL PILE DRIVING AND OVERALL PROJECT ACCESS.
- CONTRACTOR TO REFER TO MUNRO VALLEY DUST MANAGEMENT PLAN PREPARED BY ECOS ENERGY DATED AUGUST 2015 FOR ADDITIONAL SITE PREPARATION INFORMATION.
- CONTRACTOR TO REFER TO THE MUNRO VALLEY PREPARED BY WESTWOOD PROFESSIONAL SERVICES DATED 09/09/2015.
- CONTRACTOR TO REFER TO THE WEED MANAGEMENT PLAN PREPARED BY HERNANDEZ ENVIRONMENTAL SERVICES FOR ADDITIONAL REQUIREMENTS THROUGHOUT THE GROUNDCOVER RESTORATION OF THE PROJECT.

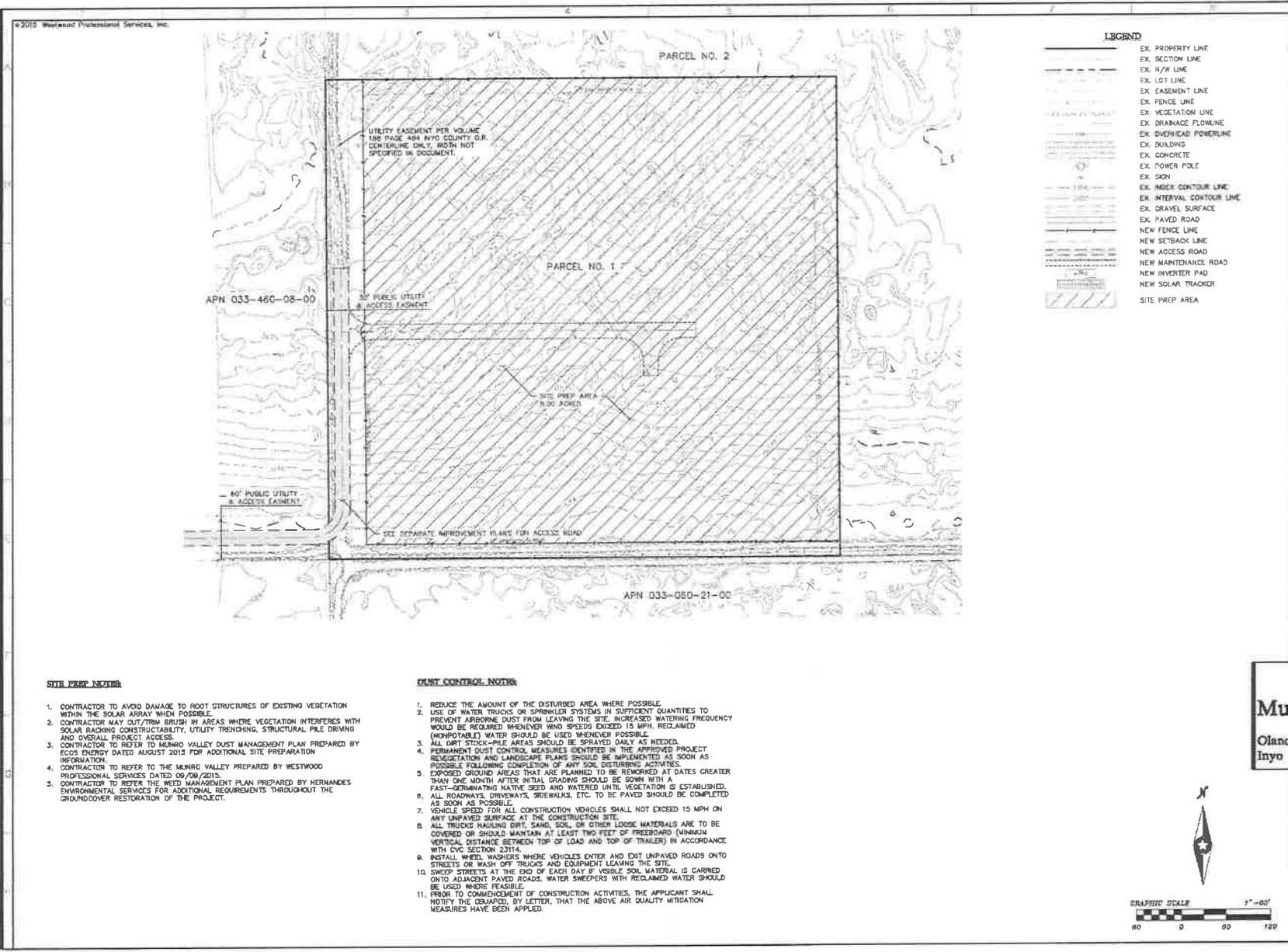
DUST CONTROL NOTES

- REDUCE THE AMOUNT OF THE DISTURBED AREA WHERE POSSIBLE.
- USE OF WATER TRUCKS OR SPRINKLER SYSTEMS IN SUFFICIENT QUANTITIES TO PREVENT AIRBORNE DUST FROM LEAVING THE SITE. INCREASED WATERING FREQUENCY WOULD BE REQUIRED WHENEVER WIND SPEEDS EXCEED 15 MPH. RECLAIMED (NONPOTABLE) WATER SHOULD BE USED WHENEVER POSSIBLE.
- ALL DIRT STOCK-PILE AREAS SHOULD BE SPRAYED DAILY AS NEEDED.
- PERMANENT DUST CONTROL MEASURES IDENTIFIED IN THE APPROVED PROJECT VEGETATION AND LANDSCAPE PLANS SHOULD BE IMPLEMENTED AS SOON AS POSSIBLE FOLLOWING COMPLETION OF ANY SOIL DISTURBING ACTIVITIES.
- EXPOSED SOILING AREAS THAT ARE PLANNED TO BE REVEGETATED AT DATES GREATER THAN ONE MONTH AFTER INITIAL GRADING SHOULD BE SOWN WITH A FAST-GERMINATING MIXING SEED AND WATERED UNTIL VEGETATION IS ESTABLISHED.
- ALL ROADWAYS, DRIVEWAYS, SIDEWALKS, ETC. TO BE PAVED SHOULD BE COMPLETED AS SOON AS POSSIBLE.
- VEHICLE SPEED FOR ALL CONSTRUCTION VEHICLES SHALL NOT EXCEED 15 MPH ON ANY UNPAVED SURFACE AT THE CONSTRUCTION SITE.
- ALL TRUCKS Hauling DIRT, SAND, SOIL, OR OTHER LOOSE MATERIALS ARE TO BE COVERED OR SHOULD MAINTAIN AT LEAST TWO FEET OF FREEBOARD (MINIMUM VERTICAL DISTANCE BETWEEN TOP OF LOAD AND TOP OF TRAILER) IN ACCORDANCE WITH CIVC SECTION 23114.
- INSTALL WHEEL WASHERS WHERE VEHICLES ENTER AND EXIT UNPAVED ROADS ONTO STREETS OR WASH OFF TRUCKS AND EQUIPMENT LEAVING THE SITE.
- SWEEP STREETS AT THE END OF EACH DAY IF VISIBLE SOIL MATERIAL IS CARRIED ONTO ADJACENT PAVED ROADS. WATER SWEEPERS WITH RECLAIMED WATER SHOULD BE USED WHERE FEASIBLE.
- PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES, THE APPLICANT SHALL NOTIFY THE GROUP, BY LETTER, THAT THE ABOVE AIR QUALITY MITIGATION MEASURES HAVE BEEN APPLIED.

LEGEND

	EX PROPERTY LINE
	EX SECTION LINE
	EX R/W LINE
	EX LOT LINE
	EX CASEMENT LINE
	EX FENCE LINE
	EX VEGETATION LINE
	EX DRAINAGE FLOWLINE
	EX OVERHEAD POWERLINE
	EX BUILDING
	EX CONCRETE
	EX POWER POLE
	EX SIGN
	EX INDEX CONTOUR LINE
	EX INTERVAL CONTOUR LINE
	EX GRAVEL SURFACE
	EX PAVED ROAD
	NEW FENCE LINE
	NEW SETBACK LINE
	NEW ACCESS ROAD
	NEW MAINTENANCE ROAD
	NEW INVERTER PAD
	NEW SOLAR TRACKER
	SITE PREP AREA

Attachment 1



Westwood

Phone 209.687.4145 7480 Anguiano Drive
 Fax 209.687.4553 One Plaza, 10th Floor
 Modesto 95201-4145 westwood@westwood.com



Designed	WHS
Checked	ADC
Drawn	WHS
Revised	
1	09/09/2015

Prepared for:

ecos
 ENERGY

222 S 9th Street, Suite 1400
 Minneapolis, MN 55402

Highway 395
 Olancha, CA 93345
 Lat 36°15'54" N
 Lon: 117°58'44" W

Munro Valley Solar

Olancha, California
 Inyo County

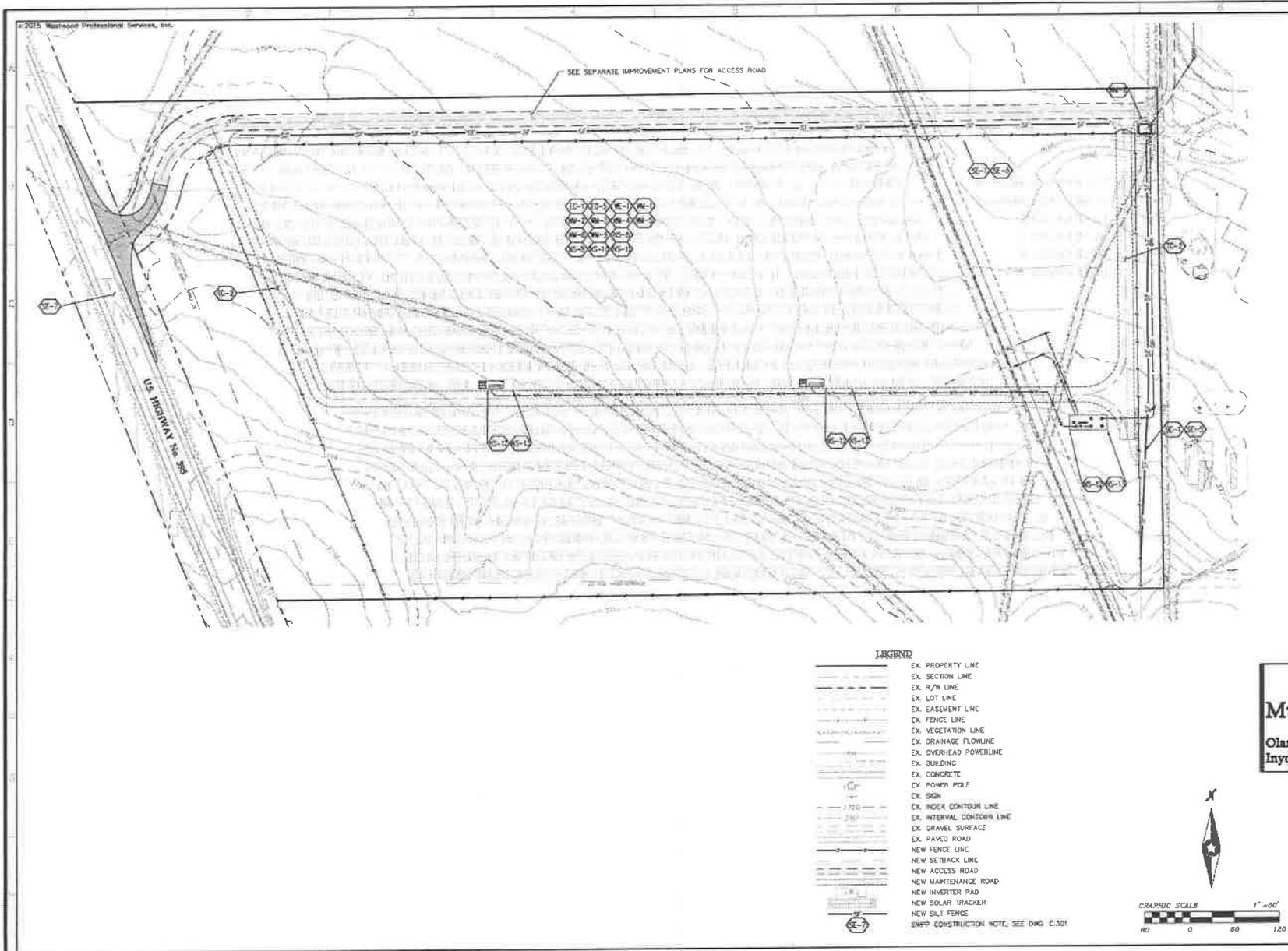
Removal and Site
 Preparation Plan - East

Issued for Permit

Date: 09/09/2015
 Drawing No: C-104

000000000000000000

Attachment 1



Westwood

Phone: (952) 871-6100 7400 American Drive
 Fax: (952) 871-6022 Eden Prairie, MN 55154
 Toll-Free: (800) 871-6100 westwood@ps.com
 Westwood Professional Services, Inc.



0.4.15

Designed:	WES
Checked:	AKC
Drawn:	WES
Revised Drawing by/Date:	
Revised by/Date:	

Prepared for:

222 E 9th Street, Suite 1600
 Minneapolis, MN 55402

Highway 395
 Olancha, CA 93545
 Lat: 36°15'54" N
 Lon: 117°59'44" W

Munro Valley Solar

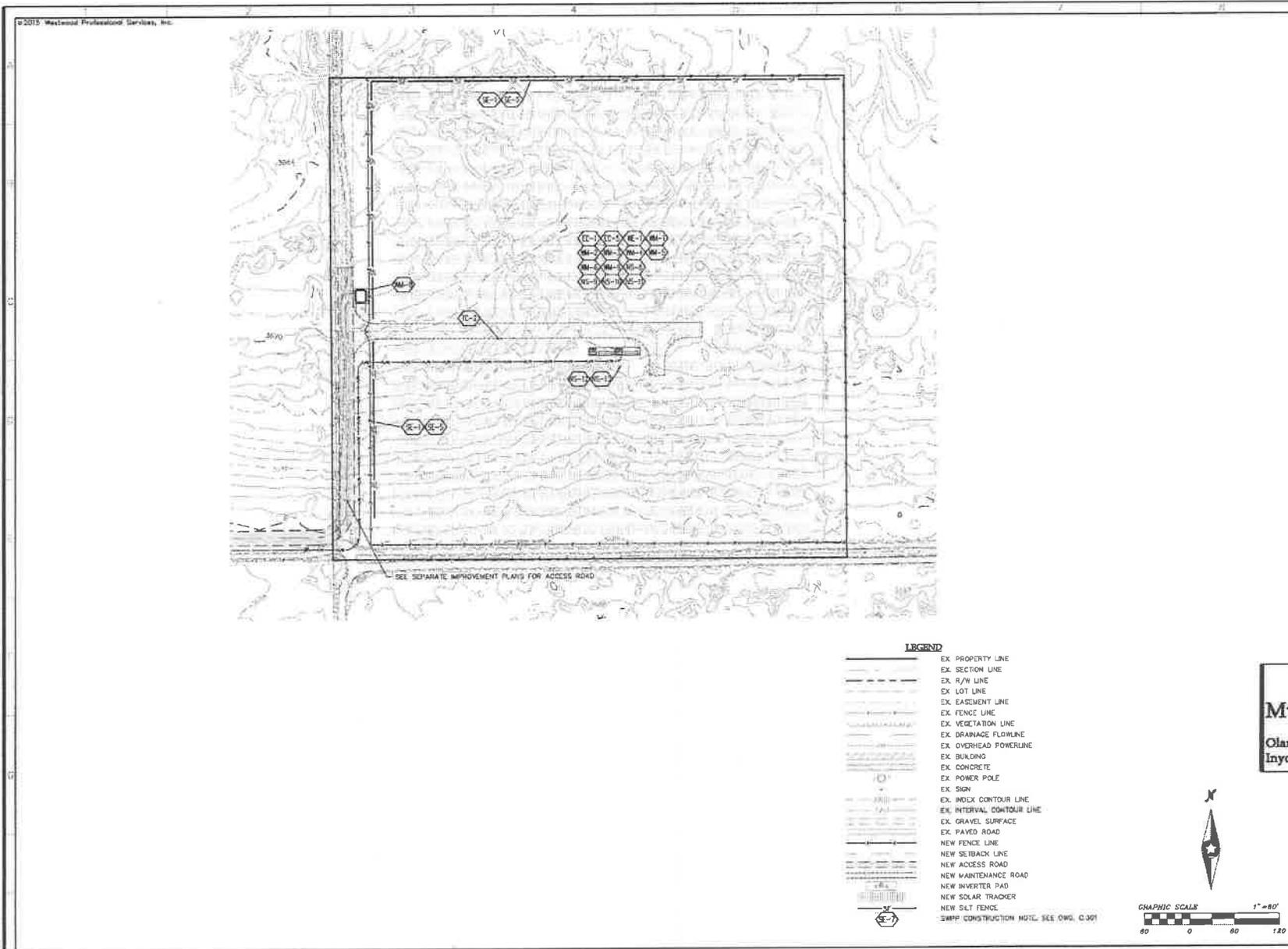
Olancha, California
 Inyo County

Erosion Control Plan West

Issued for Permit

Date: 09/09/2013
 Drawing No: C.105

Attachment 1



Westwood

Plan: 09/09/2015 7:00 AM Project Site
 File: 09/09/2015 1:00 PM Plan, 1/1.dwg
 Author: 09/09/2015 10:00:00 AM
 Westwood Professional Services, Inc.

(Signature)
 9.9.15

Designed: WWS
 Checked: ADC
 Drawn: WWS

Revised Drawing by/Date

Revised: 1/1/2015 10:00:00 AM

Prepared for:

ECOS ENERGY

222 E 9th Street, Suite 1800
 Minneapolis, MN 55402

Highway 395
 Olanca, CA 93545
 Lat: 36°15'54" N
 Lon: 117°59'44" W

Munro Valley Solar

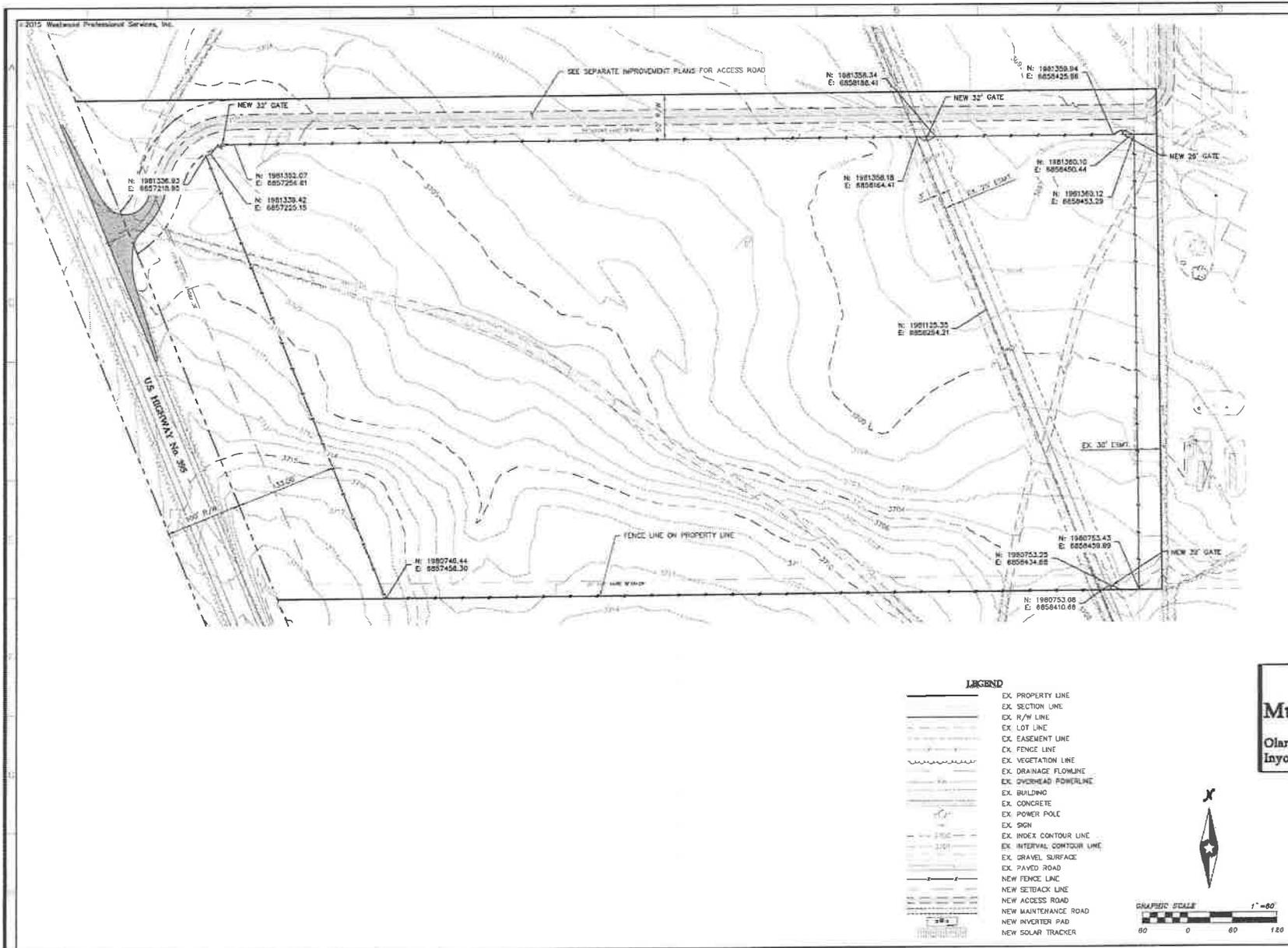
Olanca, California
 Inyo County

Erosion Control Plan East

Issued for Permit

Date: 09/09/2015
 Drawing No: C.106

Attachment 1



Westwood

Phone: (800) 437-8740 1999 Arroyo Drive
 Fax: (800) 371-8822 P.O. Box 1000
 Torrey, CO 80748-1001 westwood@westwood.com



8.9.15

Designed:	WWS
Checked:	ADC
Drawn:	WWS
Revised/Overlaid by/Date:	
Reviewed:	
Scale:	AS SHOWN

Prepared for:



222 S 9th Street, Suite 1600
 Minneapolis, MN 55402

Highway 395
 Olancha, CA 93545
 Lat: 36°15'54" N
 Lon: 117°59'44" W

Munro Valley Solar

Olancha, California
 Inyo County

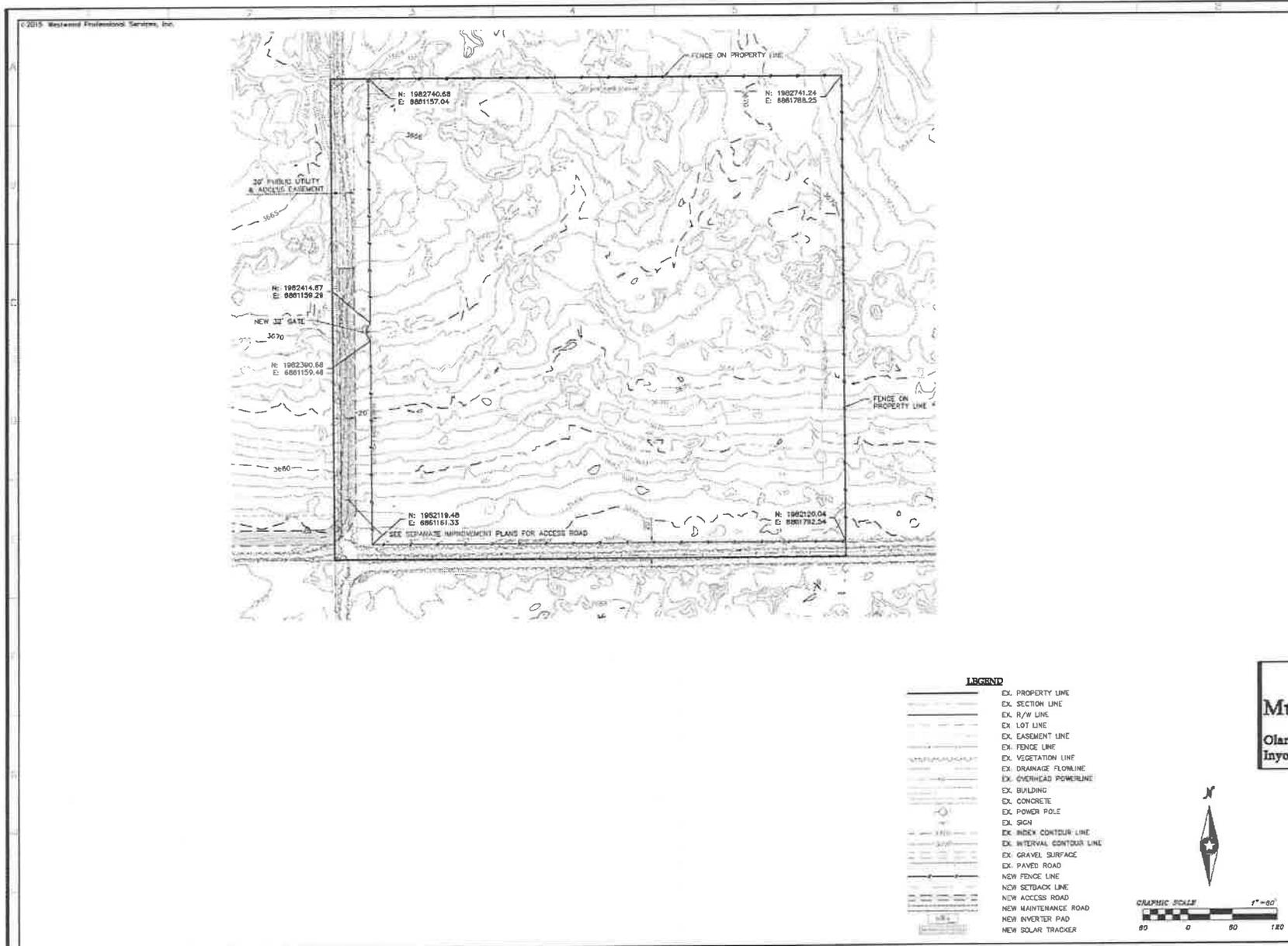
Fencing Plan West

Issued for Permit

Date: 09/09/2015
 Drawing No: C-307

09/09/2015

Attachment 1



Attachment 1



CONSTRUCTION NOTES

- CONSTRUCT 20' WIDE AGGREGATE BASE ALL WEATHER MAINTENANCE ROAD PER DETAILS R001 & R002 ON DWG. C.300.
- INSTALL CHAIN LINK SECURITY FENCE - SEE FENCING ON DWGS. C.100, C.401, & C.300.
- INSTALL DOUBLE-LEAF CHAIN LINK GATE - SEE FENCING ON DWGS. C.100, C.401, & C.300.
- CONSTRUCT EQUIPMENT SLAB PER DETAIL ON C.152.
- UNDERGROUND ELECTRIC CONDUIT - SEE SEPARATE ELECTRICAL PLANS FOR LOCATION OF CONDUIT AND TRENCHING DETAILS. COMPACT TRENCH TO REQUIREMENTS IN TABLE 3 ON DWG. C.302.

GRADING NOTES

- MAJOR GRADING IS NOT ANTICIPATED FOR THE PROJECT. MINOR SURFACE SMOOTHING MAY BE NEEDED TO FACILITATE CONSTRUCTION.
- CONTOURS SHOWN ARE EXISTING AND WILL CLOSELY REFLECT THE FINISHED GRADE CONTOURS.

LEGEND

- EX. PROPERTY LINE
- EX. SECTION LINE
- EX. R/W LINE
- EX. LOT LINE
- EX. EASEMENT LINE
- EX. FENCE LINE
- EX. VEGETATION LINE
- EX. DRAINAGE FLOWLINE
- EX. OVERHEAD POWERLINE
- EX. BUILDING
- EX. CONCRETE
- EX. POWER POLE
- EX. SIGN
- EX. INDEX CONTOUR LINE
- EX. INTERVAL CONTOUR LINE
- EX. GRAVEL SURFACE
- EX. PAVED ROAD
- NEW FENCE LINE
- NEW SETBACK LINE
- NEW ACCESS ROAD
- NEW MAINTENANCE ROAD
- NEW INVERTER PAD
- NEW SOLAR TRACKER

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Designed by:	MS	
Checked by:	MS	
Drawn by:	MS	
Revised Drawing by/Date:		
Revisions:		
#	DATE	DESCRIPTION

Prepared for:

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 Minneapolis, MN 55402

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 Olancha, CA 93545
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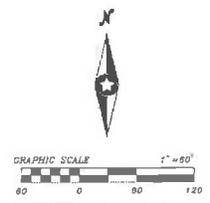
Munro Valley Solar

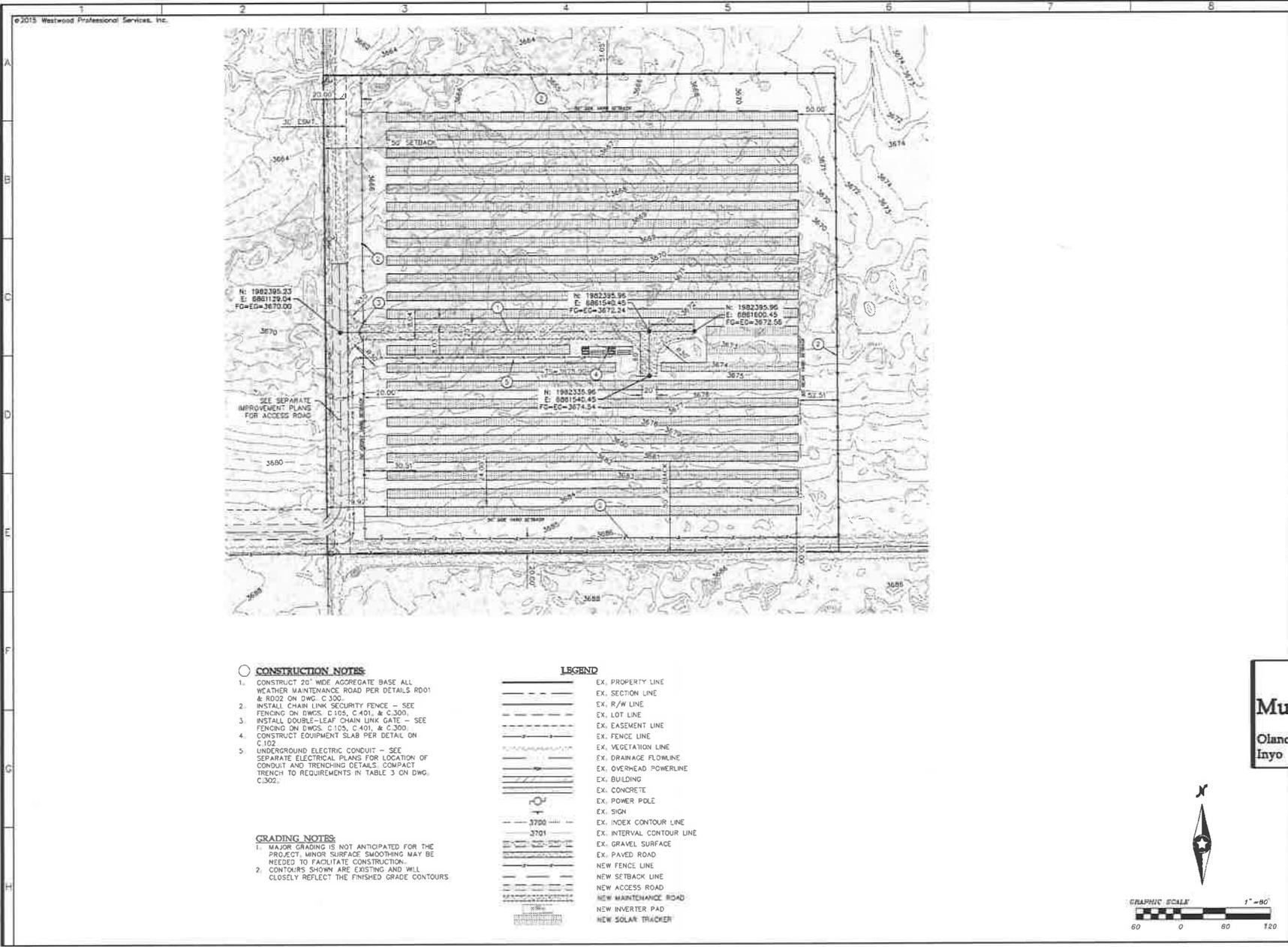
Olancha, California
 Inyo County

Site Plan West

Issued for Permit

Date: 09/09/2015
 Drawing No: C.200

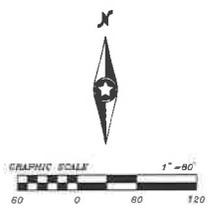




- CONSTRUCTION NOTES**
- CONSTRUCT 20' WIDE AGGREGATE BASE ALL WEATHER MAINTENANCE ROAD PER DETAILS RD01 & RD02 ON DWG. C.300.
 - INSTALL CHAIN LINK SECURITY FENCE - SEE FENCING ON DWGS. C.105, C.401, & C.300.
 - INSTALL DOUBLE-LEAF CHAIN LINK GATE - SEE FENCING ON DWGS. C.105, C.401, & C.300.
 - CONSTRUCT EQUIPMENT SLAB PER DETAIL ON C.102.
 - UNDERGROUND ELECTRIC CONDUIT - SEE SEPARATE ELECTRICAL PLANS FOR LOCATION OF CONDUIT AND TRENCHING DETAILS. COMPACT TRENCH TO REQUIREMENTS IN TABLE 3 ON DWG. C.302.
- GRADING NOTES**
- MAJOR GRADING IS NOT ANTICIPATED FOR THE PROJECT. MINOR SURFACE SMOOTHING MAY BE NEEDED TO FACILITATE CONSTRUCTION.
 - CONTOURS SHOWN ARE EXISTING AND WILL CLOSELY REFLECT THE FINISHED GRADE CONTOURS.

LEGEND

	EX. PROPERTY LINE
	EX. SECTION LINE
	EX. R/W LINE
	EX. LOT LINE
	EX. EASEMENT LINE
	EX. FENCE LINE
	EX. VEGETATION LINE
	EX. DRAINAGE FLOWLINE
	EX. OVERHEAD POWERLINE
	EX. BUILDING
	EX. CONCRETE
	EX. POWER POLE
	EX. SIGN
	EX. INDEX CONTOUR LINE
	EX. INTERVAL CONTOUR LINE
	EX. GRAVEL SURFACE
	EX. PAVED ROAD
	NEW FENCE LINE
	NEW SETBACK LINE
	NEW ACCESS ROAD
	NEW MAINTENANCE ROAD
	NEW INVERTER PAD
	NEW SOLAR TRACKER



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Designed:	WTS	
Checked:	ADC	
Drawn:	WTS	
Issued Drawing To/Date:		
Revisions:		
#	DATE	DESCRIPTION

Prepared for:

 222 S 9th Street, Suite 5600
 Minneapolis, MN 55402

Highway 395
 Olancha, CA 93545
 Lat: 36°15'54" N
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Munro Valley Solar
 Olancha, California
 Inyo County

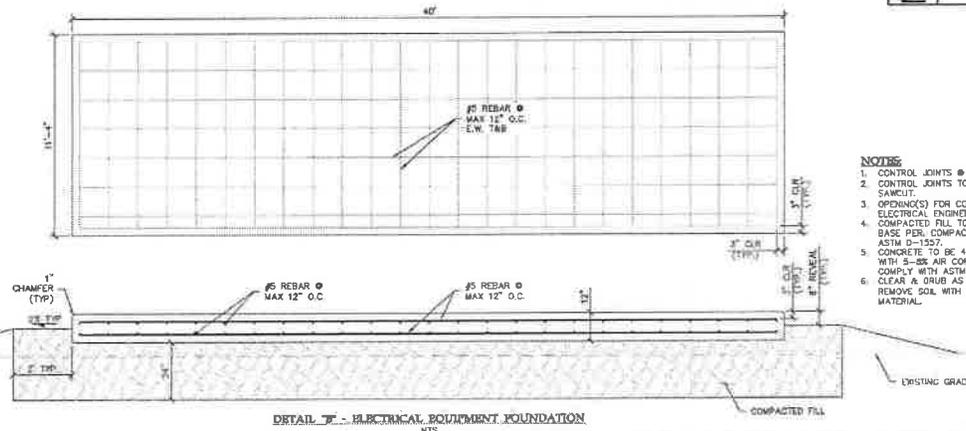
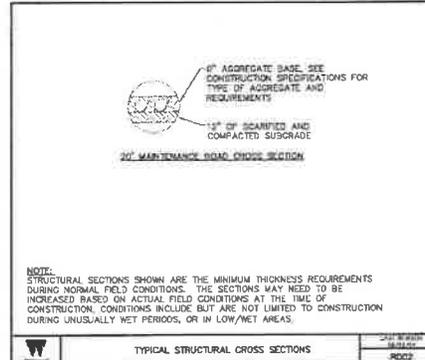
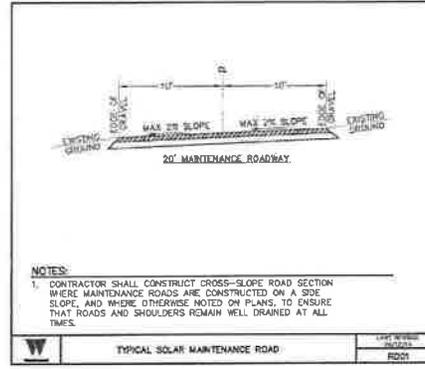
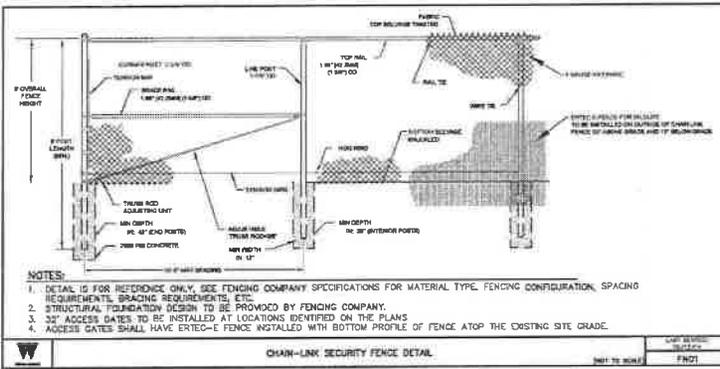
Site Plan East

Issued for Permit

Date: 10/20/2015
 Drawing No: C.201

Attachment 1

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 Detail: WTS

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Munro Valley Solar
 Olancha, California
 Inyo County

Construction Details

Issued for Permit

Date: 09/09/2015
 Drawing No: C.300

ROAD DESIGN PARAMETERS

- ROAD CONSTRUCTION DESIGN HAS BEEN SELECTED FOR USE BY LIGHT DUTY TRUCKS FOR LOW VOLUME USE IN NORMAL CONDITIONS. THE ROAD DESIGN SPECIFIED IS NOT INTENDED FOR HEAVY DUTY, HIGH VOLUME, ALL WEATHER USE. ROAD MAINTENANCE IS ANTICIPATED DURING CONSTRUCTION.
- ROAD MAINTENANCE CAN BE EXPECTED OVER THE LIFE OF THE PERMANENT FACILITY.

PRODUCTS

- ALL EROSION AND SEDIMENT CONTROL MEASURES WILL BE IN CONFORMANCE WITH THE CURRENT REVISION OF THE SWPPP AND THE CALIFORNIA STORMWATER QUALITY ASSOCIATION.
- AGGREGATE ROAD BASE WILL COMPLY WITH CLASS II AGGREGATE BASE, MEETING THE REQUIREMENTS OF THE LATEST CALTRANS STANDARDS AND SPECIFICATIONS AND/OR MEETING THE GRADATION PROVIDED IN TABLE 1.
- EXCAVATED SOILS THROUGHOUT PROJECT WILL BE UTILIZED AS FILL. SOILS WILL BE CLEAN OF DEBRIS AND ORGANIC MATERIAL.
- GEOTEXTILE FABRIC (IF USED) WILL BE MIRAF HP500 OR APPROVED EQUAL.

EXCAVATION

- SITE PREPARATION**
 - THE CONTRACTOR WILL BE REQUIRED TO CLEAR AND GRUB AREAS DESIGNATED ON THE PLANS, REMOVE ALL TREES, STUMPS, BRUSH, AND DEBRIS WITHIN THE PROJECT AREAS INCLUDING THE TRAILER/PARKING AREA, INVERTER PAD, AND ROADWAY AREAS.
 - THE CONTRACTOR WILL PRESERVE OTHER EXISTING VEGETATION TO THE MAXIMUM EXTENT PRACTICABLE. ANY VEGETATION THAT WILL ONLY BE ALLOWED WITHIN THE PROJECT BOUNDARY, THE CONTRACTOR IS TO REMOVE ONLY THAT VEGETATION WHICH EXTREME CARE AROUND EXISTING VEGETATION TO BE SAVED. CONSTRUCTION FENCING MAY BE INSTALLED TO PROTECT AREAS THAT ARE NOT TO BE DISTURBED.
 - TOPSOIL WILL BE STRIPPED FROM ALL ROADWAY, PARKING AND TRAILER AREAS THROUGH THE ROOT ZONE. TOPSOIL WILL NOT BE STRIPPED OUTSIDE OF THE DESIGNATED CLEARING AND GRUBBING AREAS. MATERIALS CONSISTING OF VEGETATION AND ORGANIC MATERIALS SHOULD BE WASTED FROM THE SITE OR USED TO REVEGETATE DESIGNATED AREAS OF EXPOSED SOIL AFTER COMPLETION OF GRADING OPERATIONS. IF IT IS NECESSARY TO DISPOSE OF ORGANIC MATERIALS ON-SITE THEY SHOULD BE PLACED IN NON-STRUCTURAL AREAS, AND IN FILL SECTIONS NOT EXCEEDING FIVE (5) FEET IN HEIGHT.
 - EMBANKMENT CONSTRUCTION WILL CONSIST OF THE PLACING OF SUITABLE FILL MATERIAL AFTER TOPSOIL STRIPPING, ABOVE THE EXISTING GRADE. GENERALLY, EMBANKMENTS WILL HAVE COMPACTED SUPPORT SLOPES OF FOUR FEET HORIZONTAL TO ONE FOOT VERTICAL. THE MATERIAL FOR EMBANKMENT CONSTRUCTION WILL BE OBTAINED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER. THIS MATERIAL WILL BE PLACED IN LIFTS NOT TO EXCEED 8".
 - ALL SLOPES WILL BE CONSTRUCTED IN ACCORDANCE WITH THE GRADING SHOWN ON THE PLANS. MAJOR GRADING IS NOT ANTICIPATED FOR THE PROJECT. MINOR SURFACE SMOOTHING MAY BE NEEDED TO FACILITATE CONSTRUCTION.
 - EXPOSED SURFACES SHOULD BE FREE OF MOVINGS AND DEPRESSIONS WHICH COULD PREVENT UNIFORM COMPACTION.
 - IF FILL IS PLACED IN AREAS OF THE SITE WHERE EXISTING SLOPES ARE STEEPER THAN SIX (6) HORIZONTAL TO ONE (1) VERTICAL, THE AREA SHOULD BE BENCHED TO REDUCE THE POTENTIAL FOR SLIPPAE BETWEEN EXISTING SLOPES AND FILL.
 - BENCHES SHOULD BE WIDE ENOUGH TO ACCOMMODATE COMPACTION AND EARTH MOVING EQUIPMENT, AND TO ALLOW PLACEMENT OF HORIZONTAL LIFTS OF FILL.
 - NO BURNING OF DEBRIS IS ALLOWED WITHOUT THE NECESSARY PERMITS FROM JURISDICTIONAL GOVERNING AUTHORITIES AND APPROVAL BY THE OWNER.
- SUBGRADE PREPARATION**
 - ACCESS ROADS** - SUBSEQUENT TO THE SURFACE CLEARING AND GRUBBING EFFORTS AND ROADWAY EXCAVATION SOILS WILL BE SCARIFIED TO A MINIMUM DEPTH OF TWELVE (12) INCHES. THE REMOVED SOILS MAY BE PLACED BACK IN THE SUBCUT/AVATION AS COMPACTED FILL. SCARIFICATION AND RECOMPACTION SHOULD EXTEND HORIZONTALLY AT LEAST TWO FEET BEYOND THE OUTSIDE EDGE OF THE DRIVEWAY SURFACE.
 - CONCRETE PAD** - SUBSEQUENT TO THE SURFACE CLEARING AND GRUBBING EFFORTS THE EXPOSED SUBGRADE SOILS WILL BE REDUCED TO A MINIMUM DEPTH OF THREE (3) FEET BELOW THE BOTTOM OF THE PROPOSED FOOTINGS FOLLOWED BY SCARIFICATION, MOISTURE CONDITIONING, AND COMPACTION OF THE EXPOSED BOTTOM TO A MINIMUM DEPTH OF SEVENTEEN (17) INCHES. THE REMOVED SOILS MAY BE PLACED BACK IN THE SUBCUT/AVATION AS COMPACTED FILL.
 - THE MOISTURE CONTENT AND COMPACTION OF SUBGRADE SOILS SHOULD BE MAINTAINED UNTIL SLAB OR PAVEMENT CONSTRUCTION.
 - EXPOSED AREAS WHICH WILL RECEIVE FILL ONCE PROPERLY CLEARED AND BENCHED WHERE NECESSARY, SHOULD BE SCARIFIED TO A MINIMUM DEPTH OF EIGHT (8) INCHES, CONDITIONED TO NEAR OPTIMUM MOISTURE CONTENT, AND COMPACTED.
 - CLEAN ON-SITE SOILS OR APPROVED IMPORTED MATERIAL MAY BE USED AS SUBGRADE MATERIAL, FOR GENERAL SITE GRADING AND BOUNDARY AREAS.
- FILL MATERIALS AND PLACEMENT**
 - ALL FILL MATERIALS SHOULD BE INORGANIC SOILS FREE OF VEGETATION, DEBRIS, AND FRAGMENTS LARGER THAN THREE (3) INCHES IN SIZE. PEA GRAVEL OR OTHER SIMILAR NON-COMMERCIAL, POORLY-GRADED MATERIALS SHOULD NOT BE USED AS FILL OR BACKFILL WITHOUT THE PRIOR APPROVAL OF THE GEOTECHNICAL ENGINEER.
 - CLEAN ON-SITE SOILS OR APPROVED IMPORTED MATERIAL MAY BE USED AS FILL MATERIAL FOR GENERAL SITE GRADING.
 - IMPORTED SOILS MUST HAVE EXPANSION VALUES IN THE "VERY LOW" RANGE.
 - WHERE FILL IS PLACED ON A SLOPING GROUND WHERE THE SLOPE IS STEEPER THAN 20% AND HAS A VERTICAL CHANGE GREATER THAN 10 FT, BENCHING WILL BE PROVIDED. THE BENCH WILL BE A MINIMUM 15 FT WIDE.
 - ENGINEERED FILL SHOULD BE PLACED AND COMPACTED IN HORIZONTAL LIFTS, USING EQUIPMENT AND PROCEDURES THAT WILL PRODUCE RECOMMENDED MOISTURE CONTENTS AND DENSITIES THROUGHOUT THE LIFT. FILL LIFTS SHOULD NOT EXCEED TEN (10) INCHES LOOSE THICKNESS.

SOILS INFORMATION

THIS PLAN HAS BEEN REVISED AND CONFORMS TO RECOMMENDATIONS OF SOILS ENGINEERING/GEOLOGIC REPORTS DATED

SIGNATURE: _____

DATE: _____

TESTING REQUIREMENTS

DEFINITIONS

- TESTING WILL BE PERFORMED BY A DESIGNATED INDEPENDENT TESTING AGENCY.
- SUBMIT TESTING AND INSPECTION RECORDS SPECIFIED TO THE CIVIL ENGINEER OF RECORD FOR REVIEW.
 - THE ENGINEER WILL REVIEW THE TESTING AND INSPECTION RECORDS TO CHECK CONFORMANCE WITH THE DRAWINGS AND SPECIFICATIONS. THE ENGINEER'S REVIEW DOES NOT RELIEVE THE CONTRIBUTION CONTRACTOR FROM THE RESPONSIBILITY FOR CORRECTING DEFECTIVE WORK.
- PROOF ROLLING WILL BE PERFORMED IN THE PRESENCE OF THE GEOTECHNICAL ENGINEER OR EQUIVALENT AISEE LOADING. PROOF-ROLLING ACCEPTANCE STANDARDS INCLUDE NO RUTTING GREATER THAN 1/8 INCH, AND NO "PLUMPING" OF THE SOIL BEHIND THE LOADED TRUCK.
- MOISTURE ANALYSIS WILL BE CONDUCTED IN ACCORDANCE WITH ASTM D153.
- MOISTURE WILL BE DETERMINED IN ACCORDANCE WITH ASTM D1557.
- ATTERBERG LIMITS WILL BE DETERMINED IN ACCORDANCE WITH ASTM D4318.
- NUCLEAR DENSITY (NUCLEAR DENSITY) TESTING WILL BE DONE IN ACCORDANCE WITH ASTM D2922.
- RESISTANCE (R-VALUE) WILL BE DONE IN ACCORDANCE WITH CALIFORNIA TEST 301.
- SEMI EQUIVALENT WILL BE DONE IN ACCORDANCE WITH CALIFORNIA TEST 217.
- DURABILITY INDEX WILL BE DONE IN ACCORDANCE WITH CALIFORNIA TEST 228.

REQUIREMENTS

- COMPACTION:
 - REFER TO TABLE 3 FOR COMPACTION REQUIREMENTS AND ACCEPTABLE MOISTURE CONTENTS.
- FILL MATERIALS:
 - SOILS USED AS FILL MATERIAL WILL BE TESTED FOR GRAIN SIZE ANALYSIS, MOISTURE CONTENT, ATTERBERG LIMITS ON FINES CONTENT, PROCTOR TESTS, R-VALUES, SAND EQUIVALENTS, DURABILITY INDEX, PLASTICITY INDEX, AND MAXIMUM EXPANSION INDEX.
- COMPACTED SUBGRADE:
 - PROVIDE MOISTURE DENSITY COMPACTION TEST FOR EVERY 100 LF. OF ROAD LENGTH.
 - THE ENTIRE SUBGRADE WILL BE PROOF-ROLLED PRIOR TO THE PLACEMENT OF THE AGGREGATE BASE TO IDENTIFY AREAS OF UNSTABLE SUBGRADE. IF UNSTABLE SUBGRADE IS ENCOUNTERED SCARIFY, MOISTURE CONDITION, AND RECOMPACT SOILS TO ACHIEVE COMPACTION.
- AGGREGATE BASE:
 - AGGREGATE BASE WILL BE PROOF-ROLLED OVER THE ENTIRE LENGTH. IF PROOF ROLLING DETERMINES THAT THE ROAD IS UNSTABLE, ADDITIONAL AGGREGATE WILL BE ADDED UNTIL THE UNSTABLE SECTION IS ABLE TO PASS A PROOF ROLL FOR ALL ROAD CLASSIFICATIONS.
 - PREPARE 1 SEVE ANALYSIS PER 2500 CY OF ROAD BASE PLACED.
- MISCELLANEOUS FILL:
 - PROVIDE MOISTURE DENSITY COMPACTION TESTS ONCE PER 2 VERTICAL FOOT LIFTS AND/OR 1,000 CY. OF COMPACTED FILL MATERIAL.

TABLE 3 CLASS 2 AGGREGATE BASE GRADATION

SEVE SIZE	PERCENT PASSING
2"	(100)
1-1/2"	(90-100)
3/4"	(50-85)
#4	(25-45)
#30	(10-25)
#200	(2-9)

QUALITY REQUIREMENTS

RESISTANCE (R-VALUE)	78 MN
SAND EQUIVALENT	22 MN
DURABILITY INDEX	33 MN

TABLE 2 TESTING SCHEDULE SUMMARY

LOCATION	TEST	FREQUENCY
STRUCTURAL FILL	GRAIN SIZE ANALYSIS, MOISTURE CONTENT, ATTERBERG LIMITS ON FINES CONTENT, AND PROCTOR	1 PER MAJOR SOIL TYPE
COMPACTED SUBGRADE	MOISTURE DENSITY TEST (NUCLEAR DENSITY)	1 EVERY 100 LF OF ROAD
	PROOF-ROLL	ENTIRE LENGTH
AGGREGATE BASE	PROOF-ROLL	ENTIRE LENGTH
	SEVE ANALYSIS	1 PER 2500 CY
MISCELLANEOUS FILL:	MOISTURE DENSITY TEST (NUCLEAR DENSITY)	1 PER 2 VERTICAL FOOT LIFTS AND/OR 1,000 C.Y. OF MATERIAL

TABLE 4 COMPACTION AND MOISTURE CONTENT REQUIREMENTS

MATERIAL TYPE AND LOCATION	MINIMUM COMPACTION REQUIREMENT (C)	RANGE OF MOISTURE CONTENTS FOR COMPACTION (COVER OPTIMUM)	
		MINIMUM	MAXIMUM
SUBGRADE (BENEATH AGGREGATE BASE):	95	-3%	+3%
AGGREGATE BASE:	95	-2%	+2%
MISCELLANEOUS FILL:	80	-2%	+2%
SUBCUT/AVATION BOTTOM:	85	-2%	+2%

TRAFFIC CONTROL:

- THE CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGGERS AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES WILL BE APPROVED BY THE CITY ENGINEER AND ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES WILL CONFORM TO THE LATEST EDITION OF THE CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

GENERAL NOTES:

- CONSTRUCTION PLANS ARE BASED OFF THE COORDINATE SYSTEM HARN (HARN) CALIFORNIA STATE PLACES, ZONE V, U.S. FOOT.
- PROPOSED SOLEM LAYOUT FOR THIS PROJECT PROVIDED BY WESTWOOD PROFESSIONAL SERVICES.
- THE ALTA SURVEY AND EXISTING PLANIMETRIC DATA WAS PROVIDED BY FOMOTOR ENGINEERING.
- ALL DIMENSIONS ARE TO PROJECT BOUNDARY, EDGE OF GRAVEL, FENCE LINES AND SOLAR PANELS UNLESS OTHERWISE NOTED.
- THE GROUND SURFACE CONTOURS (AT ONE-FOOT VERTICAL INTERVALS) AND ELEVATIONS ARE BASED ON A AERIAL SITE SURFACE PROVIDED BY FOMOTOR ENGINEERING DATED AUGUST 2014.
- THE ELEVATIONS AND CONTOURS SHOWN ON THESE CONSTRUCTION DRAWINGS WERE PREPARED FROM AERIAL PHOTOGRAPHY DATA, NOT ACTUAL FIELD SURVEYING. AS SUCH, THE ACCURACY OF THE ELEVATIONS AND CONTOURS IS NOT AS HIGH AS INFORMATION OBTAINED USING CONVENTIONAL FIELD SURVEYING PROCEDURES. THE CONTRACTOR WILL NOTIFY THE DESIGN ENGINEER WHEN THEY FIND THAT GROUND ELEVATIONS DETERMINED DURING FIELD STAKING VARY FROM THE GROUND ELEVATIONS SHOWN ON THE DRAWINGS FOR POTENTIAL DESIGN MODIFICATIONS.
- WHERE SECTION OR SUBSECTION MONUMENTS ARE ENCOUNTERED, THE OWNER WILL BE NOTIFIED AND THE MONUMENTS NOT TO BE REMOVED WITHOUT PERMISSION FROM THE OWNER. THE CONTRACTOR WILL PROTECT AND CAREFULLY FENCE ALL PROPERTY MARKERS AND MONUMENTS UNTIL THE OWNER, AN AUTHORIZED SURVEYOR OR AGENT HAS PROVIDED OR OTHERWISE REFERENCED THEIR LOCATION.
- THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING DRAINAGE THROUGHOUT THE CONSTRUCTION OF THIS PROJECT. CONSTRUCTION ACTIVITIES WILL NOT BLOCK THE NATURAL DRAINAGE SWALES CAUSING RUNOFF TO POND. IF DELIVERIES ARE NEEDED, THE PROJECT ENGINEER MUST BE CONTACTED FOR APPROPRIATE SCHEDULING OF TRUCKS.
- ANY FACILITIES REQUIRED TO ALLOW FOR CONSTRUCTION (MAILBOXES, SIGNS, FENCES, ETC.) WILL BE REPLACED BY THE CONTRACTOR IN A CONDITION AS GOOD AS PRE-EXISTING.
- THE CONTRACTOR WILL NOTIFY CALIFORNIA D99 ALERT (811 ONE CALL) AT LEAST 48 HOURS BEFORE EXCAVATION ACTIVITIES COMMENCE.
- ALL CONSTRUCTION PERFORMED WILL CONFORM WITH THE CURRENT STANDARDS AND SPECIFICATION OF INYO COUNTY, WHERE DISCREPANCIES EXIST BETWEEN THE PROJECT SPECIFICATIONS AND THE COUNTY SPECIFICATIONS OR STANDARDS, THE CONTRACTOR WILL ASK BY THE CREATOR OR MORE RESTRICTIVE REQUIREMENTS.
- ELECTRONIC FILES ARE AVAILABLE FOR CONSTRUCTION OPERATIONS.

EROSION AND SEDIMENT CONTROL / STORMWATER POLLUTION PREVENTION PLAN NOTES:

- THE CONTRACTOR WILL PROVIDE EROSION CONTROL MEASURES AS PLANNED AND SPECIFIED FOLLOWING BEST MANAGEMENT PRACTICES AS OUTLINED BY THE CALIFORNIA STORMWATER QUALITY ASSOCIATION (CSQA) AND BEING IN CONFORMANCE WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL STORMWATER PERMIT. SEE THE PROJECT SITE PLANS AND ASSOCIATED STORMWATER POLLUTION PREVENTION PLAN (SWPPP) FOR EROSION CONTROL AND RESTORATION LOCATIONS AND SPECIFICATIONS. UNLESS OTHERWISE NOTED OR MODIFIED IN THE SWPPP/HEREIN, ALL SECTIONS OF THE GENERAL CONDITIONS WILL APPLY.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR MAINTAINING THE SWPPP'S AVAILABILITY.
- ALL FRESH POLLS AND OTHER EROSION CONTROL FEATURES WILL BE IN-PLACE PRIOR TO ANY EXCAVATION/CONSTRUCTION AND WILL BE MAINTAINED UNTIL VIABLE TURF OR GROUND COVER HAS BEEN ESTABLISHED.
- ALL DRAINAGE SWALES DISTURBED DURING CONSTRUCTION ACTIVITIES AND NOT COVERED BY RIGID SURFACING MATERIALS, WILL BE STABILIZED IN ACCORDANCE WITH THE SWPPP PLAN.

DRIFT CONTROL NOTES:

- REDUCE THE AMOUNT OF THE DISTURBED AREA WHERE POSSIBLE.
- USE OF WATER TRUCKS OR SPRINKLER SYSTEMS IN SUFFICIENT QUANTITIES TO MOISTEN AIRBORNE DUST FROM LEAVING THE SITE. IMPROVED WATERING FREQUENCY WOULD BE REQUIRED WHENEVER WIND SPEEDS EXCEED 15 MPH. RECLAIMED (NONPOTABLE) WATER SHOULD BE USED WHENEVER POSSIBLE.
- ALL DIRT STUCK-FLOOR AREAS SHOULD BE SPRAYED DAILY AS NEEDED.
- PERMANENT DUST CONTROL MEASURES IDENTIFIED IN THE APPROVED PROJECT REVEGETATION AND LANDSCAPE PLANS SHOULD BE IMPLEMENTED AS SOON AS POSSIBLE FOLLOWING COMPLETION OF ANY SOIL DISTURBING ACTIVITIES.
- EXPOSED GROUND AREAS THAT ARE PLANNED TO BE PLANTED AS GRASSES GREATER THAN ONE MONTH AFTER INITIAL GRASSING SHOULD BE SOAK WITH A FAST-GERMINATING NATIVE SEED AND WATERED UNTIL VEGETATION IS ESTABLISHED.
- ALL ROADWAYS, SIDEWALKS, ETC. TO BE PAVED SHOULD BE COMPLETED AS SOON AS POSSIBLE.
- VEHICLE SPEED FOR ALL CONSTRUCTION VEHICLES SHALL NOT EXCEED 15 MPH ON ANY UNPAVED SURFACE AT THE CONSTRUCTION SITE.
- ALL TRUCKS Hauling DIRT, SAND, SOIL, OR OTHER LOOSE MATERIALS ARE TO BE COVERED OR SHOULD MAINTAIN AT LEAST TWO FEET OF FREEDOM (MINIMUM VERTICAL DISTANCE BETWEEN TOP OF LOAD AND TOP OF TRAILER) IN ACCORDANCE WITH CVD SECTION 2314.
- INSTALL WHEEL WASHERS WHERE VEHICLES ENTER AND EXIT UNPAVED ROADS ONTO STREETS OR PAVED OFF TRUCKS AND EQUIPMENT LEAVING THE SITE.
- SWEET STREETS AT THE END OF EACH DAY IF MOBILE SOIL MATERIAL IS CARRIED ONTO ADJACENT PAVED ROADS. WATER SWEEPERS WITH RECLAIMED WATER SHOULD BE USED WHERE FEASIBLE.
- PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES, THE APPLICANT SHALL NOTIFY THE OSHPD, BY LETTER, THAT THE ABOVE AIR QUALITY MITIGATION MEASURES HAVE BEEN APPLIED.

Westwood

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Westwood Professional Services, Inc.



Drawn: JWB
 Checked: JWC
 Design: JWB
 Special Drawing by/for:
 Project No. _____
 Title: _____

Prepared for:



322 S 9th Street, Suite 1400
 Minneapolis, MN 55402

Highway 395
 Olancho, CA 93545
 Lat: 36°15'54" N
 Lon: 117°59'44" W

Munro Valley Solar
 Olancho, California
 Inyo County

Construction Notes

Issued for Permit

Date: 09/09/2015
 Drawing No. C.302



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

12

FROM: Public Works Department

FOR THE BOARD MEETING OF: December 15, 2015

SUBJECT: Resolution and Notice of Completion for the County Services Building Window Replacement Project.

DEPARTMENTAL RECOMMENDATIONS: Request Board approval of Resolution accepting the improvements and authorizing the recording of a Notice of Completion for the County Services Building Window Replacement Project.

CAO RECOMMENDATION: N/A

SUMMARY DISCUSSION: Country Glass Bishop, recently completed construction on the County Services Building Window Replacement Project. The primary objective of the project consisted of the removal and replacement of 31 existing low-energy efficient windows on the building's exterior walls. The estimated final construction contract amount (not including construction inspection) for the County Services Building Window Replacement Project is \$24,074.70.

On November 20, 2015, the final inspection was performed and the improvements were determined to be complete to the satisfaction of the Public Works Director. Accordingly, the Director is requesting that the Board adopt the attached Resolution, which accepts the completed improvements and authorizes the Public Works Director to record a Notice of Completion for the project.

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

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 as it will extend the period during which Stop Notices can be filed and will delay return 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: Funds for this project are encumbered in the County's Deferred Maintenance Budget, Object Code 5191 Maintenance of Structures.

December 15, 2015

Agenda Request Form: Notice of Completion - County Services Building Window Replacement Project

Page 2 of 2

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.)

Margaret Kemp-Williams

Approved:

Date 12/03/15

AUDITOR/CONTROLLER

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

[Signature]

Approved: yes

Date 12/4/15

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: 12/7/15

RESOLUTION #2015 -

**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
COUNTY SERVICES BUILDING WINDOW REPLACEMENT PROJECT**

WHEREAS, Clint Quilter, Director of the Public Works Department of the County of Inyo, has determined that the County Services Building Window Replacement Project has been completed by Country Glass Bishop of Bishop, California 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 ACounty Services Building Window Replacement Project.

Passed, approved and adopted this 15th day of December, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Chairperson, Board of Supervisors

ATTEST:

Kevin Carunchio, Clerk

by _____
Assistant Clerk of the Board

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

County of Inyo
c/o Director of Public Works
Public Works Department
168 N. Edwards Street
P.O. Drawer Q
Independence, CA 93526

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the County Services Building Window Replacement Project on the property hereinafter described was completed on November 20, 2015 and was accepted by the Board of Supervisors, County of Inyo on December 15, 2015.
2. The property on which the County Services Building Window Replacement Project has been completed and is located on is at 207 West South Street, Bishop, CA .
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, owns and maintains the property located at 207 W. South Street, Bishop, CA.
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 December 15, 2015, 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 County Services Building Window Replacement Project, pursuant to contract with the County, is Country Glass Bishop of Bishop, CA.

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

COUNTY OF INYO

Dated:

By: _____
Clint Quilter, Director of Public Works



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 13
--

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

FROM: Public Works

FOR THE BOARD MEETING OF: December 15, 2015

SUBJECT: Adoption of 2015 Inyo County Standard Specifications and Inyo County Standard Details; and ISL Engineering, Inc. Contract Amendment No. 5

DEPARTMENTAL RECOMMENDATION:

Request that your Board: A) approve and adopt the new 2015 Inyo County Standard Specifications and Standard Details for use on all Inyo County Public Works projects as well as Inyo County Road Department projects and permits; and B) approve Amendment No. 5 to the Agreement between the County of Inyo and ISL Engineering, Inc., extending the current Agreement from December 31, 2015 to December 31, 2016.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On August 6, 2013, your Board approved an Agreement with ISL Engineering, Inc., in a not-to-exceed amount of \$41,480 for updating the County of Inyo Standard Specifications and Standard Details. This Agreement has been amended several times in order to extend the Agreement expiration date to ensure that the finished County of Inyo Standard Specifications and Standard Details product is in compliance with current standards, including the latest revisions to the Americans with Disabilities Act.

The Department of Public Works (Public Works) is pleased to inform your Board that the project is now complete. Public Works is now requesting your Board adopt the new 2015 County of Inyo Standard Specifications and Standard Details. If adopted, the new Standard Specifications and Standard Details will replace the currently used, March 1997 Inyo County Standard Specifications. The new 2015 County of Inyo Standard Specifications is based on the current 2015 edition of Caltrans Standard Specifications. The new 2015 County of Inyo Standard Specifications and Standard Details will provide Inyo County with updated and current standards for accomplishing Public Works and Road Department projects, as well as private contractor work occurring within any County Road right-of-ways.

Public Works is also requesting your Board approve Amendment No. 5 to the current Agreement. This Amendment No. 5 would extend the expiration date of the current Agreement from December 31, 2015 to December 31, 2016. This would allow ISL Engineering, Inc. additional time to provide a review of the new 2015 County of Inyo Standards Specifications against the newly released 2015 Caltrans Standard Specifications and also identify and provide recommendations to resolve potential issues. In addition, the Consultant would be available to provide County staff with support on using the newly adopted 2015 County of Inyo Standard Specifications. There is no additional contract cost associated with Amendment No. 5.

ALTERNATIVES:

Your Board may choose to not approve, accept, or adopt the new 2015 County of Inyo Standard Specifications and Standard Details. This is not recommended as the current version of Standard Specifications and Standard Details is outdated and does not meet current ADA requirements.

December 15, 2015

Agenda Request Form: Adoption of 2015 County of Inyo - Std. Spec's. and Std. Details;
ISL Engineering, Inc., Amendment No. 5

Your Board may also choose to not approve Amendment No. 5. This is not recommended as the additional time would allow ISL Engineering, Inc. to provide a review of the new 2015 County of Inyo Standards Specifications against the newly released 2015 Caltrans Standard Specifications and also identify and provide recommendations to resolve potential issues.

OTHER AGENCY INVOLVEMENT:

County Counsel for review of Agenda Request Form and Amendment No. 5.
Auditor for the payment of all invoices.

FINANCING:

No fiscal impact. Funding for the original Agreement and all Amendments is provided by the Transportation and Planning Trust 504605, Object Code 5265 for Professional & Special Services Itemization.

<u>APPROVALS</u>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>Yes</u> Date <u>11/30/15</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>12/7/2015</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 12/7/15
(Not to be signed until all approvals are received)

AMENDMENT No. 5
to the
AGREEMENT BETWEEN THE COUNTY OF INYO AND
ISL Engineering, Inc.
FOR THE PROVISION OF PROFESSIONAL DESIGN SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and ISL Engineering, Inc. of West Linn, OR (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of Professional Design Services dated August 6, 2013, on County of Inyo Standard Contract No. 156, for the term from August 6, 2013 to December 31, 2013.

WHEREAS, County and Consultant, did previously approve Amendment No. 1 to such agreement on December 17, 2013, which extended the end date of such agreement to May 5, 2014.

WHEREAS, County and Consultant, did previously approve Amendment No. 2 to such agreement on April 15, 2014, which extended the end date of such agreement to December 31, 2014.

WHEREAS, County and Consultant, did previously approve Amendment No. 3 to such agreement on December 2, 2014, which extended the end date of such agreement to April 30, 2015.

WHEREAS, County and Consultant, did previously approve Amendment No. 4 to such agreement on April 7, 2015, which extended the end date of such agreement to December 31, 2015.

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below:

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

County and Consultant hereby amend such Agreement as follows:

1. Revise TERMS AND CONDITIONS – Item No. 1 "SCOPE OF WORK" to add the following additional work item:

"Consultant shall provide a written comparative review (with recommendations) of the newly adopted 2015 Inyo County Standard Specifications against the recently released 2015 Caltrans Standard Specifications. Consultant shall also provide assistance, when requested, to County staff regarding implementation of 2015 Inyo County Standard Specifications."

2. Revise TERMS AND CONDITIONS - Item No. 2 "TERM" as follows:

"The term of this Agreement shall be from August 6, 2013 to December 31, 2016 unless sooner terminated as provided below."

3. Revise TERMS AND CONDITIONS – Item No. 3 “CONSIDERATION” as follows:

Revise “A. Compensation” to add that all work done under Amendment No. 5 shall be billed as “Time and Materials,” at the ISL 2016 rates:

- a) Project Manager/Project Engineer = \$207 per hour
- b) Administrator = \$49 per hour

There shall be no additional contract cost associated with this Amendment No. 5. The original contract amount of \$41,480 shall be a “not-to-exceed” amount and Consultant shall not invoice for any work in exceedance of the current Contract amount of \$41,480.

The effective date of this Amendment No. 5 to the Agreement is December 15, 2015.

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

AMENDMENT No. 5
to the
AGREEMENT BETWEEN THE COUNTY OF INYO AND
ISL Engineering, Inc.
FOR THE PROVISION OF PROFESSIONAL DESIGN SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2015.

COUNTY OF INYO

By: _____

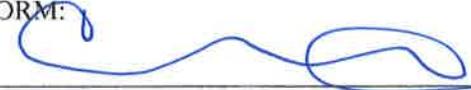
Dated: _____

APPROVED AS TO FORM AND
LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

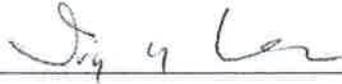
APPROVED AS TO PERSONNEL
REQUIREMENTS:

Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

CONSULTANT

By:  _____

Dated: Nov 21, 2015 _____

Taxpayer's Identification Number:

46-0996148 _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 14

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

FROM: Second District Supervisor Jeff Griffiths

FOR THE BOARD MEETING OF: December 15, 2015

SUBJECT: Review of Agenda for 12-18-15 Eastern Sierra Council of Governments (ESCOG) Meeting

DEPARTMENTAL RECOMMENDATION: - Request Board A) receive an update on the Agenda for the December 18, 2015 ESCOG Meeting; B) provide direction to the County's ESCOG Representatives concerning items on the Agenda; and C) support for a letter outlining the ESCOG goals for 2016.

SUMMARY DISCUSSION: - Supervisor Totheroh and myself serve as our Board's representatives on the ESCOG. We would like the opportunity to update our Board the ESCOG and get support for the development of a letter outlining the ESCOG goals for 2016.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the 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: _____



EASTERN SIERRA COUNCIL OF GOVERNMENTS

AGENDA

Friday – December 18, 2015
City of Bishop Council Chambers – 9:30 a.m.
377 West Line Street
Bishop, California

ESCOG Members

Mono County Supervisor Stacy Corless – Vice Chair
Mono County Supervisor Larry Johnston
Town of Mammoth Lakes Councilmember Michael Raimondo
Town of Mammoth Lakes Councilmember John Wentworth

Inyo County Supervisor Jeff Griffiths, Chair
Inyo County Supervisor Dan Tothoroh
City of Bishop Councilmember Jim Ellis
City of Bishop Councilmember Karen Schwartz

1. Introductions
2. Pledge of Allegiance
3. Public Comment
4. Forest Plan Update (Wentworth)
5. Discussion regarding future smoke mitigation throughout the Eastern Sierra
6. Report from the ESCOG Ad Hoc Governance Committee and possible support of an institution for local government workshop – Action Item
7. Inyo County Juvenile Hall Update (Griffiths)
8. Eastern Sierra Recreation Collaborative (Wentworth)
9. Approve the September 11, 2015 meeting minutes – Action Item
10. Review and Approve the 2016 ESCOG Meeting Calendar – Action Item

11. Board Member and staff reports
12. Call for agenda items for next meeting
13. Adjournment to next meeting

Institute for Local Government

The Institute for Local Government (ILG) is a Sacramento based 501(c)(3) nonprofit organization committed to promoting good government at the local level by providing practical, impartial, and easy-to-use resources for California communities. ILG produces publications and conducts trainings on ethics laws and principals, local government basics, public engagement, sustainability and intergovernmental collaboration both online and in person for communities throughout California.

Collaboration Workshop and Facilitated Discussions

- Presentation -- Collaboration overview presentation and group discussion (1 hour)
- Three (45 minute to 1 hour) facilitated discussions
 - o Developing a Shared Vision for the Eastern Sierra
 - o Prioritizing Issues / Projects
 - o Initial Action Planning and Next Steps

ILG staff will work with the designated officials and/or staff to create materials distributed and used to conduct the requested training(s). The training curriculum will be based on the Institute for Local Government's Stretching Community Dollars and focus primarily the importance and value of intergovernmental partnerships and collaborations.

Logistics

ESCOG will handle all logistics for the training/discussions. Logistics include, but no limited to, a suitable room for the presentation and facilitated discussions, AV equipment, and food and beverages.

Session Materials

- ILG will create, print and share session materials with workshop attendees

Estimate of Fees for Workshop and Facilitated Discussions	
Curriculum Development -- Workshop presentation and Facilitated Discussions	\$1312 (7.5 hours at \$175 per hour)
Workshop and Facilitated Discussion (on-site prep, delivery, follow-up)	\$1050 (6 hours at \$175 hours)
Travel Expenses (hotel, mileage, meals, etc.)	\$1315 (Approximately \$290 mileage, \$200 hotel, \$75 meals and incidentals, 10 hours of travel at \$75 per hour)
Printing Costs	\$25
Administrative Support	\$200
Total	\$3,902

December 15, 2016

Jeff Griffiths, Chair, Eastern Sierra Council of Governments
Inyo County Board of Supervisors
PO Box N
Independence, CA 93526

Dear Jeff –

The Inyo County is writing to encourage the Eastern Sierra Council of Governments (ESCOG) and its Ad Hoc Governance Committee to continue its efforts to further identify and define a meaningful role for the ESCOG in facilitating discussions among member agencies on topics of regional importance and benefit, including but not limited to Technology, Recreation, and Regional Air Service. These endeavors are directly relevant to the economic well-being and quality of life of the residents of the Eastern Sierra, and play important roles in our visitation economies. As a regional partner, the Inyo County supports the ESCOG's efforts to identify opportunities to save money, enhance services and/or promote regional wellness in the following areas:

- **TECHNOLOGY:** Continue to identify opportunities for coordination and integration of regional efforts to leverage Digital 395, including The 21st Century Obsidian Project; the Eastern Sierra Connect Regional Broadband Consortia; and the Town of Mammoth Lakes Broadband Task Force.
- **RECREATION:** The ongoing coordination of efforts to enhance regional recreation opportunities, including a Sustainable Recreation Program and Forest Plan Revision efforts with the Inyo National Forest and the further integration of the Eastern Sierra into the \$650 billion national outdoor recreation economy.
- **REGIONAL AIR SERVICE:** Serve as a forum for discussing, defining, and promoting cooperation in the implementation of reliable regional air service.
- **ESCOG CAPACITY BUILDING:** Should the ESCOG vote to demonstrate an interest in a proposal from the "Institute for Local Government" to conduct a workshop with the ESCOG regarding intergovernmental approaches to regional projects, the Inyo County Board of Supervisors is willing to review and consider participating financially as an equal partner along with the other three represented local governments.

The Inyo County believes that the development of regional capacity and the sustained coordination of all of our efforts will be critical for leveraging scarce resources in the face of greater demands for services as well as the future success of the region. The opportunities identified above are fast moving, and we look forward to the ESCOG's timely identification of opportunities for consideration by Inyo County and its regional partners..

Best –

Matt Kingsley, Chair of the Inyo County Board of Supervisors

Comment [KC1]: Might want to remove reference since it's being endorsed by member agencies it might begin to lose its ad hoc status?



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
15

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

FROM: HEALTH & HUMAN SERVICES – ESAAA/IC-GOLD

FOR THE BOARD MEETING OF: December 15, 2015

SUBJECT: Approval of contract to provide Registered Dietitian services to Mono County Senior Nutrition Services

DEPARTMENTAL RECOMMENDATION:

Request your Board ratify and approve a contract with Mono County, in an amount not to exceed \$ 20,000 for ESAAA's Registered Dietitian (RD) to provide the mandated RD services for menu and nutrition services to Mono County seniors, and authorize your HHS/ESAAA Director to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Mono County no longer has an available Registered Dietitian to oversee senior meals, as required. In previous years, Inyo ESAAA RD met this need both in Inyo and Mono Counties. Mono has requested that we return to that model; during fiscal year 2014-2015, the Inyo RD, in fact, did provide this service through a Purchase Order Agreement; that arrangement has continued pending execution of this contract, which began in draft form last spring. Both counties have sent the draft agreement back and forth several times to finalize the wording, and it is finally coming to Board for approval and ratification.

ALTERNATIVES:

Board could choose not to approve this request, meaning that Mono County will either not meet the mandate for RD services, or we continue to operate through an on-going Purchase Order Agreement, which is outside standard operating procedures for both counties.

OTHER AGENCY INVOLVEMENT:

California Department of Aging, Mono County

FINANCING:

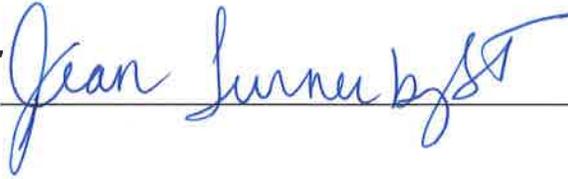
These funds are deposited into the ESAAA Budget (683000) in Other Current Charges (4825).

APPROVALS

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: <u>Yes</u> Date: <u>11/30/15</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>12/1/2015</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: <u>✓</u> Date: <u>12/3/15</u>
BUDGET OFFICER:	BUDGET AND RELATED ITEMS (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.) Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 12/3/15

**AGREEMENT BETWEEN COUNTY OF MONO
AND THE COUNTY OF INYO
FOR THE PROVISION OF REGISTERED DIETICIAN SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the Registered Dietician services of The County of Inyo, a political subdivision of the State of California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. **SCOPE OF WORK.**

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

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

2. **TERM.**

The term of this Agreement shall be from July 1, 2015, to June 30, 2016, and shall automatically renew for up to four subsequent one-year terms (i.e., until June 30, 2020) having the same terms and conditions set forth herein, unless sooner terminated as provided below.

3. **CONSIDERATION.**

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

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by the County under this Agreement, unless otherwise provided for in Attachment B.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits,

retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$4,000 per fiscal year, nor \$20,000.00 in total over the contract term (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 that 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 that were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, the 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 shall 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.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that 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.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

The Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services 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, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of the 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, that 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, videotapes, 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 that 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 Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

9. INSURANCE.

A. General Liability. Contractor shall procure and maintain, during the entire term of this Agreement, a policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, as applicable. Such policy shall provide limits of not less than \$1,000,000.00 combined single limit (CSL) per occurrence. Such policy will not exclude or except from coverage any of the services and work required to be performed by

Contractor under this Agreement. The required policy of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Contractor shall provide County: 1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement applying to the County of Mono, its agents, officers and employees; and 3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to the County.

- B. Automobile/Aircraft/Watercraft Liability Insurance. Contractor shall provide Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1,000,000.00 combined single limit per occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. This coverage may be waived by Risk Management in writing if it is determined there is no significant exposure to these risks.
- C. Professional Errors and Omissions Liability Insurance. Contractor shall provide professional errors and omission liability insurance in an amount of not less than one million dollars (\$1,000,000.00) each occurrence/one million dollars (\$1,000,000.00) policy aggregate. If professional liability coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before 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 work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- D. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by Mono County. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Mono County, its officials, officers, employees, and volunteers; or the Contractor shall provide evidence satisfactory to Mono County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

10. STATUS OF CONTRACTOR.

All acts of Contractor, his/her agents, officers, and employees, relating to the performance of this Agreement, shall be performed by independent contractors, and not as agents, officers, or employees of the County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A. 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 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 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, 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 that are caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or anyone 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 and shall survive any termination or expiration of this Agreement.

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, micrographs, 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, that 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, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. 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. TERMINATION.

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

15. ASSIGNMENT.

This is an agreement for the personal 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 the County. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of the County.

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the 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 a 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 23 below.

18. CONFIDENTIALITY.

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

19. CONFLICTS.

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict-of-interest statement.

20. POST-AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information that 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 (2) 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 the County to enter into 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 terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 23.

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 any party during the term 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 Mono:

Kathryn Peterson, Director
Mono County Department of Social Services
PO Box 2969
Mammoth Lakes, California 93546

Contractor:

Inyo County Health & Human Services Name
P.O. Drawer H Mailing Address
Independence, CA 93526 City/State/Zip

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 executed in writing by the parties hereto.

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

COUNTY OF MONO

By: _____

Dated: _____

CONTRACTOR

By: _____

Dated: _____

Taxpayer's Identification or Social Security
Number: _____

APPROVED AS TO FORM:



County Counsel

APPROVED BY RISK MANAGEMENT:



Interim Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF MONO
AND THE COUNTY OF INYO
FOR THE PROVISION OF REGISTERED DIETICIAN SERVICES**

TERM:

FROM: July 1, 2015 TO: June 30, 2016

With up to four automatic one-year renewals (i.e., until June 30, 2020)

SCOPE OF WORK:

Contractor shall provide County with Registered Dietician services to meet the requirements for compliance with nutritional standards set by the California Department on Aging for the provision of senior congregate and home-delivered meals.

Such services shall include, but are not limited to, providing inspections of the Antelope Valley Senior Center kitchen; review of recipes; participant education and consultation; staff in-services; preparation time; and follow up phone calls and emails with Contractor's staff.

The timing and frequency of such tasks will be coordinated between County and Contractor and shall comply with all applicable legal and regulatory requirements.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND THE COUNTY OF INYO
FOR THE PROVISION OF REGISTERED DIETICIAN SERVICES**

TERM:

FROM: July 1, 2015 TO: June 30, 2016

With up to four automatic one-year renewals (i.e., until June 30, 2020)

SCHEDULE OF FEES:

County shall reimburse Contractor for Registered Dietician services pursuant to Attachment A at the then current rate paid by Contractor for such services (including salary and benefits), plus mileage costs at the then-current IRS rate, and per diem costs for out-of-county meal reimbursement at the then current rate paid by Contractor for out-of-county meals. Per diem meal reimbursement is authorized in conjunction with the following tasks only: in-person visits by the Registered Dietician to the Antelope Valley Senior Center, and consultation by the Registered Dietician with recipients of home delivered meals, as required and requested by County.

Payment shall not exceed \$4,000 per fiscal year, nor \$20,000.00 in total over the contract term (hereinafter referred to as "contract limit").



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only

AGENDA NUMBER

16

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: **December 15, 2015**

SUBJECT: Budget Amendment for the Fiscal Year 2015-2016 Sheriff – General Budget and request to purchase Softcode V4 software program upgrade for Civil Officer

DEPARTMENTAL RECOMMENDATION:

Request the Board:

- A) Amend the 2015-2016 Sheriff General Budget (022700) as follows: Increase estimated revenue in Civil Process Service Fees (object code 4699) by \$9,975.00; and increase estimated expense in Equipment (object code 5650) by \$9,975.00 (4/5's vote required) and,
- B) Declare Tyler Technologies Inc. of Lubbock, TX. as the Sole Source Provider and approve the purchase of the following items: purchase of a Civil Service software program update, including Training and Project Management Plan per quote# 6162015-V4 Upgrade in the amount of \$9,975.00.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This SoftCode CivilServe program is currently being used by the Civil Officer to open cases as they are received. This program prints out a receipt, provides a "trip sheet", prints out all applicable Judicial Council forms, processes accounting on judgement cases and creates Returns on Services. The upgraded version will also provide the Civil Officer with a California Code to assist with more complex cases.

- a) *Capability of proposed contractor that is critical to specific effort and makes the contractor clearly unique compared to other contractors in the same general field.* The tools currently being used by the Civil Officer will automatically update with the new version, therefore eliminating the need to create a new data base.
- d) *Proposed contractor has a substantial investment that would have to be duplicated at the County's expense by another contractor entering the field.* We currently have CivilServe software in place. Changing software at this time would require a substantial amount of time and effort to duplicate existing data.
- e) *Preclusion of competition because of the existence of patent rights, copyrights, secret processes, and/or location.* Tyler Technologies Inc., is the sole owner of the SoftCode CivilServe civil process software application including all rights and titles to this proprietary system. Tyler Technologies Inc., also has a contract, for administrative software, with the National Joint Powers Alliance (NJPA), their contract number is 113011-TTI, the maturity date is 02/21/2017.

ALTERNATIVES:

Get quotes from other vendors. This is not recommended due to the data that would need to be re-entered into a new system.

OTHER AGENCY INVOLVEMENT:

Auditor's office, Information Services, and Purchasing

FINANCING:

This upgrade is to be paid from the Sheriff General budget (022700), object code 5650 Equipment. Once the expense occurs, we will submit a Journal Entry to the Auditor's office to transfer the revenue from the Sheriff Civil Fee Trust (502706) into the Sheriff General (022700). Currently there is \$43,894 in the Civil Fee Trust and this expense is an appropriate use of these funds.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>12/2/2015</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 12-3-15

CAO/Budget Officer **BUDGET RELATED ITEMS** (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk)
 Approved: ✓ Date 12-9-2015

Sole Source Justification Form

Sole Source: Is awarded for a commodity or services, which can only be purchased from one supplier, usually because of its specific technological requirements, availability or unique patented manufacture. The lack of planning is not an overriding circumstance.

This is a sole source because:

- There is only one known source because:
 - This is a sole provider of a licensed, copyrighted, or patented good or service.
 - This is a sole provider of items compatible with existing equipment or systems.
 - This is a sole provider of factory-authorized warranty service.
 - This is a sole provider of goods or services that perform the intended function or meet the specialized needs of the County (Please detail in an attachment).
- One source is the only practical way to respond to overriding circumstances that make compliance with competitive procedures under the Authority's policies not in the best interest of the Authority (Please detail in an attachment).

Please attach a memorandum to explain why the goods or services are not available elsewhere, include names and phone numbers of firms contacted.

- Other brands/manufacturers considered
- Other suppliers considered
- Other (i.e., emergency)

Describe the item or service, its function and the total cost estimate (if practical, separate labor and materials) in the space below or in a separate attached label: Description of Item or Service.	
Tyler Technologies Inc., is the sole source provider for the Sheriff's Dept. SoftCode CivilServe software. The upgraded version will provide the Civil Officer with the assistance needed for more complex cases. The cost of the update is \$9,975.00	
DEPARTMENT CONTACT PERSON & TITLE Sheriff Lutze	
DEPARTMENT NAME Sheriff's Department	PHONE 760-878-0320
REQUESTED SUPPLIER/CONSULTANT NAME Tyler Technologies, Inc	SUPPLIER CONTACT PERSON
SUPPLIER ADDRESS 5519 53 rd Street Lubbock, TX 79414	SUPPLIER CONTACT'S PHONE NUMBER 1-800-546-2633

The County's Purchasing Policy Manual Section III.(E), Exceptions to the Competitive Process/Sole Source and Section IV.(I), Sole Source Requests for Independent Contractors, describe when sole sourcing is permitted. By signing below, Requestor acknowledges that he/she has read and understands the County's policy on sole source procurements.



Signature of Requestor

12-4-15

Date

President/CEO Approval

Date

Inyo County, CA Sheriff's Office



softcode
a tyler courts & justice solution

33 Boston Post Road West
Suite 360 Marlboro, MA 01752
(774)348-3000 Phone
(774)348-4859 FAX

Quote Number 6162015-V4 Upgrage
Quote Date 6/16/2015

	CivilServe® Training Quotation	Unit Cost	Quantity	Total	Annual Support
Training	On-site - Segments & Exercises - per day Upgrade CivilServe Version 3 to Version 4 (travel & living expenses included)	1875	5	\$ 9,375.00	
Project Management	Plan for Project Professional Services - hourly rate	300	2	\$ 600.00	
CivilServe Version 4 Upgrade Total				\$ 9,975.00	

Terms:

- * Hardware not included. i.e. document scanners, barcode readers, etc.
- * Quote valid for 180 days from quote date above.

quote good till 12/16/15

Home > National Cooperative Contract Solutions > Contracts General > Technology, Security & Communication Solutions > Tyler Technologies





Tyler Technologies

Contract#: 113011-TTI
Category: Technology, Security & Communication Solutions
Description: Administrative Software
Maturity Date: 02/21/2017

With more than 13,000 clients, Tyler Technologies is a leading provider of software and services for the public sector. Designed with an insider's understanding of the public sector market acquired from decades of industry experience, Tyler Solutions streamline processes and improve the flow of information throughout an organization, empowering local and county governments, schools and other public sector entities to better serve citizens. Tyler solutions reach all areas of the public sector, including financials & HR, schools, courts & justice, Appraisals and Tax, document management, public safety, Citizen Services, and planning, regulatory maintenance.

[Contact Tyler Technologies](#)

Vendor Contact Info
Ehren Morse
Direct Phone: 800-772-2260 Ext. 4662
Ehren.Morse@tylartech.com
www.tylartech.com

HOW TO PURCHASE 
Our step-by-step guide

- Overview
- Contract Documentation
- Pricing
- Marketing Materials
- NJPA Contact Information



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 17
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Public Works

FOR THE BOARD MEETING OF: DEC 15 2015

SUBJECT: Tecopa Community Center HVAC Replacement Project

DEPARTMENTAL RECOMMENDATION:

Request Board A) approve the plans and specifications for the Tecopa Community Center HVAC Replacement Project; B) authorize the Public Works Director to advertise and bid the Project; C) authorize the Public Works Director to award the project if bids received are within the project budget and sign all contract documents, contingent upon the appropriate signatures being obtained; and D) authorize the Public Works Director to sign all other contract documents, including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Your Board recently approved the 2015-16 Deferred Maintenance Budget, which included funding for Tecopa Community Center HVAC Replacement Project. \$22,000 was identified in the Department requested and CAO recommended 2015-16 Budget for the new HVAC units. This work was originally identified in the 2015-16 Board adopted Deferred Maintenance Project list. The Tecopa Community Center is in desperate need of new HVAC units, they are currently without heat/cooling and are having to rely on alternate methods to keep the elderly community members warm/cool by using small portable heaters and a temporary window ac unit purchased this summer, that often trip the breakers, due the antiquated wiring. Given the remote location and drastic changes in temperatures, from one extreme to the next, it is a struggle to get emergency repair services out in a timely manner, therefore the community and county employees suffer. The building also needs to be re-wired in order to accommodate new units. The building was constructed in the 1960's and still utilizes the original wiring and HVAC units.

If approved, this project will include the removal of the existing three (3) existing roof mounted HVAC units and the procurement and installation of two (2) new roof mounted HVAC units at the existing Tecopa Community Center. The work also includes all required electrical connections and installation of all other associated work, for a finished and completely operational building HVAC system as well as the sealing of the roof where HVAC unit #2 is, as well as coating the existing ducts with "Snow Coat" and connecting ducts of units #1 and #3. All of the work shall be done in accordance with all applicable Federal, State, and local laws, codes and regulations.

ALTERNATIVES:

Not approve the plans, specifications, and advertisement of the project. This is not recommended as the Tecopa Community Center is currently without heat/cooling and will not be able to serve the community effectively without a fully operational building.

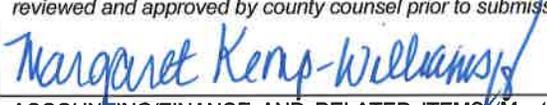
OTHER AGENCY INVOLVEMENT:

The Public Works Department for the development of the plans and specifications.
County Counsel for review of the bid package, contracts and this agenda item
Planning Department for Plan review and Building Permits.
Auditor for the payment of all invoices.

FINANCING:

The funds for this project will be provided through the County's Deferred Maintenance Budget, Object Code 5191 Maintenance of Structures.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>12/4/15</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>12/4/2015</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  (Not to be signed until all approvals are received) Date: 12/7/15



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

18

FROM: Public Works

FOR THE BOARD MEETING OF: December 15, 2015

SUBJECT: Approval of a Contract with Michael Baker International in an amount not to exceed \$98,499 for professional services to create a Multi-Jurisdictional Hazard Mitigation Plan.

DEPARTMENTAL RECOMMENDATION:

Approve contract between the County of Inyo and Michael Baker International in an amount not to exceed \$98,499 for the period of December 15, 2015 to December 2, 2016, contingent upon appropriate signatures being obtained and contingent upon Board approval of future budgets.

SUMMARY DISCUSSION:

A Federal Emergency Management Agency (FEMA) approved Multi-Jurisdiction Hazard Mitigation Plan (MJHMP) forms the foundation for a community's long-term strategy to reduce disaster losses and break the cycle of repeated disaster damage and subsequent reconstruction. The planning process necessary to develop the MJHMP is an important component to create a framework for risk-based decision making and thereby reducing damage to property and the economy from future disasters. The Disaster Mitigation Act of 2000 requires local governments to develop and submit mitigation plans for FEMA approval, as a condition of receiving Hazard Mitigation Grant Program project grants.

Inyo County has been awarded California Governor's Office of Emergency Services (Cal OES) Grant Number 2014-0005 to prepare a MJHMP. The plan will assess the risk from all hazards, natural and manmade, within the County and neighboring Counties, evaluate the vulnerability of structures and infrastructures to these hazards, and assist participating jurisdictions to identify and plan mitigation initiatives to address the vulnerabilities. The plan will provide a set of action items that, if implemented, can help reduce the risk from natural hazards. (The entire scope of work including the Grant-2014-005, the Request for Proposals and Consultant's Response to the Request for Proposals is available for review in the Clerk of the Board's Office.)

ALTERNATIVES:

The Board could elect to not approve the Contract or to continue consideration of this to another meeting. This is not recommended, as the Cal OES grant number 2014-0005 has been awarded to Inyo County and work must be completed by December 2, 2016. Failure to create a FEMA approved Hazard Mitigation Plan may jeopardize Inyo County's eligibility to receive federal financial assistance from FEMA in a future emergency situation.

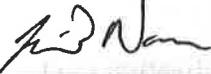
OTHER AGENCY INVOLVEMENT:

The projected planning area generally corresponds to the boundaries of Inyo County. Anticipated stakeholders (multiple jurisdictions) may include, but are not limited to: the City of Bishop, unincorporated communities,

Special Districts, School Districts, Local Tribes, Local Hospitals, State and Federal agencies and contiguous California and Nevada Counties.

FINANCING:

Funding for this project is made possible by the FEMA approved grant award administered by Cal-OES, FY14 Pre-Disaster Mitigation Grant #2014-0005, Project #0258, FIPS #027-00000, Supplement #0. The County was awarded \$112,507.00 from FEMA for reimbursement of project costs. The County is required to provide a funding match of \$37,503.00 in the form of in-kind services. Funding has been budgeted in the 2015-2016 Fiscal Year Board Approved Budget under Budget Unit: 610193-Inyo County Multi-Jurisdictional Hazard Mitigation Plan, Object 5265-Professional Services.

<u>APPROVALS</u>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>12/10/15</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>12/10/2015</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

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



Date: 12/10/15

C. **Federal and State taxes.**

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

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

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

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

4. **WORK SCHEDULE.**

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A. 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 under this Agreement will be performed within the time frame set forth by County.

5. **PROFESSIONAL ABILITY OF CONSULTANT, LICENSES/PERMITS AND STANDARDS OF PERFORMANCE.**

Consultant represents that it is competent, qualified and licensed to provide the services required in this Agreement and in GRANT 2014-0005 for the work described in Attachment A. County relies upon the representations of Consultant regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Agreement. All 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.

Acceptance of work by the County does not operate to release Consultant from any responsibility to perform work to professional and/or trade standards.

Consultant shall provide properly skilled professional and technical personnel to perform all services under this Agreement. Consultant shall perform all services required by this agreement in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Consultant's profession and/or trade.

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 sole and exclusive property of the County subject to the terms of GRANT 2014-0005 as more specifically detailed at 14.C below. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County for management in accord with GRANT 2014-0005.

8. WORKERS' COMPENSATION.

Consultant 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 Consultant shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

10. STATUS OF CONSULTANT.

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

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

B. **Result Driven.** 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. **Independent Consultant.** Consultant, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent Consultants, and not as employees of County.

11. INTEREST OF CONSULTANT:

A. **No Conflict.** Consultant affirms 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.

B. **Not a Designated Employee.** Consultant further affirms it is not a designated employee within the meaning of the Political Reform Act, in that Consultant:

(1) Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal agreement monitoring; and

(2) Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

12. 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 out of Consultant's performance of this Agreement by 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 costs which is caused in whole or in part by any act or omission of the Consultant, 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.

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.

13. RECORDS AND AUDIT.

A. Consultant shall have intact, auditable fiscal records at all times during the Agreement which are maintained in accordance with generally accepted accounting principles or County directives.

B. Consultant shall be familiar with and cooperate with any requests from the County associated with audits in keeping with OMB Circular A-133 and GRANT 2014-0005.

C. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement, and any amendments, whichever is later. Consultant may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

D. Consultant agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Consultant agrees to maintain same until Inyo County, CAL OES, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims. 44 C.F.R. § 13.36(i)(11)

E. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or other designated representative of the County. Copies of such documents shall be provided to County for inspection at the office of the requesting County officer unless it is impractical to do so; in which case the records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

F. Consultant shall permit the State, Federal government, the FEMA Administrator, The Comptroller General of the United States, the Bureau of State Audits, the California Office of Emergency Services ("OES") and/or their authorized representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials (collectively referred to herein as "contract documents") directly pertinent to the agreement for the purpose of monitoring, auditing, or otherwise examining said materials. As reasonably needed, the foregoing parties may reproduce the contract documents by any means whatsoever including without limitation copying excerpts and transcription.

G. Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbarment or termination of Consultant's business, County may, on written request, require that custody of the records be given to County and that the records and documents be maintained by County at the County Administrator's offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

14. COMPLIANCE WITH LAWS.

A. Suspension and Debarment.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required and by signing the contract certifies that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) (collectively referred to herein as "Consultant") are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) Consultant specifically warrants and affirms by signing this Agreement that:

a. It is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from participation in covered transactions by any federal department or agency.

b. 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>.

c. It has not within a three-year period preceding this application been convicted of

or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

d. It is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(c) above; and

e. It has not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default

(3) Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Agreement. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(4) This certification is a material representation of fact relied upon by County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to OES and County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

B. **Non-Discrimination.** Consultant affirms it is in compliance with and will comply with all federal and state laws and regulations relating to civil rights protections and nondiscrimination. These include but are not limited to:

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin.

(2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq. which prohibits discrimination on the basis of gender.

(3) The Americans with Disabilities Act, as amended, which prohibits Recipients from discriminating on the basis of disability (42 U.S.C. § 12101 et seq.).

(4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability in any program receiving federal financial assistance.

(5) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age.

(6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.

(7) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

(8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.

(9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq., as implemented by 24 CFR Part 100), as amended, relating to nondiscrimination in the sale, rental or financing of housing.

(10) Title 44 Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.

(11) The requirements of any other nondiscrimination provisions in the specific statute(s) under which the application for federal assistance is being made.

(12) The nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.

(13) Will, in the event a federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, gender, or disability against the Contractor, the Contractor will forward a copy of the finding to the County and the County will forward as applicable a copy to the Office of Civil Rights, Office of Justice Programs.

(14) Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.

C. Publications.

(1) Consultant shall prominently place on all publications created or published under this Agreement the following statement: *"This document was prepared under a grant from a Pre-Disaster Hazard Mitigation Grant funded by FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate."*

(2) Consultant acknowledges that FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The recipient must affix the applicable copyright notices of 17 U.S.C. section 401 or 402 and an acknowledgement of Government sponsorship (including award number: 2014-0005) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g. classified information or other information subject to national security or export control laws or regulations)

D. Patents.

(1) Inventions arising from federally funded research projects are required to be reported to the government agency that funded the project, per the Bayh-Dole Act (the Patent and Trademark Law Amendments Act). The Act permits businesses (large and small) and nonprofits (including universities) to retain ownership of the inventions made under federally funded research and contract programs, while also giving the government the license to practice the subject invention. In turn, the organizations are expected to file for patent protection and to ensure commercialization upon licensing for the benefit of public health. Read the regulations at Bayh-Dole Act (37 CFR 401).

(2) Consultant agrees to consult with DHS/FEMA and OES regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

E. Executive Order 11246. During the performance of this contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

F. **Compliance with the Copeland "Anti-Kickback" Act.**

(1) Consultant. The Consultant shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Homeland Security may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Consultant and subcontractor as provided in 29 C.F.R. § 5.12.

G. **"Anti-Kickback Act of 1986" (41 U.S.C. 51-58)**, prohibits any person from (1) providing, attempting to provide, or offering to provide any kickback; (2) soliciting, accepting, or attempting to accept any kickback; or (3) including directly or indirectly, the amount of any kickback prohibited by clause (1) or (2) in the contract price charged by a subcontractor to a prime Consultant or a higher tier subcontractor or in the contract price charged by a prime Consultant to the United States.

H. **Energy Conservation.** The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

I. **Compliance with the Contract Work Hours and Safety Standards Act.**

(1) **Overtime requirements.** No Consultant or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime

Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts.** The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

J. **Notice of Federal Emergency Management Agency (FEMA) Reporting Requirements and Regulations.**

(1) **General.** The County is using CAL OES grant funding awarded by FEMA to the CAL OES to pay, in whole or in part, for the costs incurred under this contract. As a condition of Public Assistance funding under Grant 2014-0005, FEMA requires CAL OES/County to provide various financial and performance reporting.

a. It is important that the Consultant is aware of these reporting requirements, as the County may require the Consultant to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to CAL OES which, in turn, will enable CAL OES to satisfy reporting requirements to FEMA.

b. Failure of CAL OES/County to satisfy reporting requirements to FEMA is a material breach of the FEMA-State Agreement, and could result in loss of Federal financial assistance awarded to fund this contract.

(2) **Applicable Regulations and Policy.** The applicable regulations, FEMA policy, and other sources setting forth these reporting requirements are as follows:

a. 44 C.F.R. § 13.40 (Monitoring and Reporting Program Performance)

b. 44 C.F.R. § 13.41 (Financial Reporting)

c. 44 C.F.R. § 13.50(b) (Reports)

d. 44 C.F.R. § 206.204(f) (Progress Reports)

e. FEMA Standard Operating Procedure No. 9570.14, *Public Assistance Program Management and Grant Closeout Standard Operating Procedure* (Dec. 2013)

f. FEMA-State (or Tribal) Agreement

(3) **Financial Reporting.** CAL OES is required to submit the following financial reports to FEMA:

a. **Initial Report.** An initial Federal Financial Report (9SF 425) no later than 30 days after FEMA has approved the first Public Assistance project under FEMA-PDMC-09-CA-2014 Plan PDM14-PLO258.

b. **Quarterly Reports.** Following submission of the initial report, quarterly Financial Reports until submission of the final report described in the following subparagraph. Reports are due from the County to CAL OES on January 15, April 15, July 15 and October 15.

c. **Final Report.** A final Federal Financial Report within 90 days of the end of the period of performance for the Public Assistance Grant.

(4) **Performance Reporting.** Cal OES is required to submit to the following performance reports to FEMA:

a. **Initial Report.** An initial Performance Report no later than 30 days after FEMA has approved the first Public Assistance project under FEMA-PDMC-09-CA-2014 Plan PDM14-PLO258.

b. **Quarterly Reports.** Following submission of the initial report, quarterly Performance Reports until submission of the final report described in the following subparagraph. Reports are due from the County to CAL OES on January 15, April 15, July 15 and October 15.

c. **Final Report.** A final Performance Report within 90 days of the end of the period of performance for the Public Assistance Grant.

K. **Prevailing Wages.**

(1) The Davis-Bacon Act (40 U.S.C. 3141-3148), if applicable, requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.

(2) California law requires:

a. Where funds provided through this Agreement are used for construction work, or in support of construction work, Consultant shall ensure that the requirements of California Labor Code (LC), Chapter 1, commencing with Section 1720, Part 7 (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

b. For the purposes of this requirement "construction work" includes, but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building Consultant incorporating these requirements (the "construction contract"). Where the construction contract will be between County and a licensed building Consultant, County shall serve as the "awarding body" as that term is defined in the Labor Code. Where County will provide funds to a third party that will enter into the construction contract with a licensed building Consultant, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

L. **SEMS.** Consultant in performing its duties under this Agreement, as applicable, will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, § 8607.(e) and CCR Title 19, §§ 2445, 2446, 2447, and 2448.

M. **Hotel and Motel Fire Safety Act of 1990.** Consultant will comply as applicable with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225(a), to ensure that all conference, meeting, convention, or training space, funded in whole or in part with Federal funds, complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. § 2225.

N. **NIMS.** Consultant in performing his duties under this Agreement, as applicable, will comply with Homeland Security Presidential Directive (HSPD)-5, Management of Domestic Incidents. The adoption of the National Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance, through grants, contracts, and other activities. The NIMS provides a consistent nationwide template to enable all levels of government, tribal nations, nongovernmental organizations, and private sector partners to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.

O. **Drug Free Workplace Act.** Consultant will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The Consultant must notify the County which must notify CAL OES if an employee of the Consultant is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.

P. **Human Trafficking.** Consultant will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with Section 106(g) of the TVPA, as amended, requires termination of this Agreement, without penalty, if the Consultant engages in severe forms of trafficking in persons during the period of time that the Agreement is in effect, procures a commercial sex act during the period of time that the Agreement is in effect, or uses forced labor in the performance of this Agreement as provided at 2 CFR § 175.15.

Q. **Limited English Proficient Persons.** Consultant will comply with Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to their programs and services. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Consultant is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. Consultant shall comply with OHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011), resulting from Executive Order 13166. For assistance and information regarding LEP obligations, refer to OHS Recipient Guidance and <http://www.lep.gov>.

R. **NEPA.** Consultant will comply with the requirements of the National Environmental Policy

Act (NEPA), as amended, 42 U.S.C. § 4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, OHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.

S. **Clean Air and Water Acts.** Consultant acknowledges that if this Grant project and activity are subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time, will abide by the same.

T. **Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** Consultant acknowledges GRANT-2014-0005 is subject to the Wild and Scenic Rivers Act which protects components or potential components of the national wild and scenic rivers system.

U. **National Historic Preservation Act of 1966.** Consultant acknowledges GRANT-2014-0005 is subject to the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470, Executive Order 11593 (Identification and preservation of historic properties) and the Archaeological Historic Preservation Act of 1974, 16 U.S.C. 469a-1, et seq.

V. **Environmental Standards.** Consultant acknowledges GRANT-2015-005 is subject to the following areas of compliance:

- (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, Public Law 91-190, and Executive Order 11514;
- (2) Notification of Violating Facilities pursuant to Executive Order 11738;
- (3) Protection of wetlands pursuant to EO 11990;
- (4) Evaluation of flood hazards on floodplains pursuant to EO 11988;
- (5) Assurance of project consistency with the state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451, et seq.);
- (6) Conformity of federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.);
- (7) Protection of Underwater sources of drinking water under the Safe Drinking Water Act of 1974, as amended, Public Law 93-523;
- (8) Protection of Endangered species under the Endangered Species Act of 1973, as amended, Public Law 93-205;
- (9) Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, which requires recipients in a special flood hazard area to participate in the Program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$5,000 or more; and

W. **Anti-Lobbying.** By signing this contract Consultant certifies:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it or to its knowledge County, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.;

(2) If Consultant knows or becomes aware that any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Consultant will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

X. **Child, Family and Spousal Support reporting Obligations.** Consultant shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and

spousal support obligations.

Y. **Timely Performance/Penalty.** Consultant acknowledges that time is of the essence in his performance under this Agreement and agrees to act in a timely manner. Consultant recognizes and agrees that his failure to perform timely as agreed can result in suspension or termination and in the event of either will result in a penalty equal to the value of any work performed toward completion of a Benchmark when that Benchmark is not completed, which sum the parties agree is a reasonable estimate of the damages caused by the breach.

Z. **Failure to Honor Assurances.** Consultant acknowledges that its failure to comply with any of these assurances may result in suspension, termination, or reduction of grant funds in which event the Contract Limit may be adjusted downward as a penalty and/or the Agreement terminated.

AA. **Failure to Follow Applicable Laws.** Consultant acknowledges all applicable requirements of all other federal laws, Executive Orders, regulations and policies, as well as state laws, regulations and policies governing this project and Agreement may result in immediate termination of the Agreement.

15. CANCELLATION AND TERMINATION.

A. **Termination for Convenience.** This Agreement may be terminated by County for convenience without cause, and at will, for any reason by giving to Consultant thirty (30) days written notice of such intent to terminate following which the Agreement will terminate on the thirty-first (31st) day.

B. **Termination for Cause.** This Agreement may be terminated by County for cause or by default because of the Consultant's actual or anticipated failure to fulfill its obligations under the Agreement. Notice of intent to terminate for cause or by default will be provided by giving five (5) days written notice of such intent to terminate the Agreement following which the Agreement will terminate on the sixth (6th) day, except as allowed in paragraph 17.

16. 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.

17. DEFAULT.

A. 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 by County to perform the work and services, County may declare the Consultant in default and terminate this Agreement for cause as discussed herein above at paragraph 15.B.

B. Provided, however, County may in its discretion determine any violation or breach of the terms of this Agreement on the part of the Consultant or its subcontractors may cause irreparable harm and is immediate cause for the suspension or termination of this Agreement or to take such other action deemed necessary to enforce the rights of COUNTY pursuant to this Agreement.

C. The duties and obligations imposed by the CONTRACT DOCUMENTS and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

18. 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.

19. CONFIDENTIALITY.

Consultant further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Consultant in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Consultant agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Consultant only with the express written consent of the County. Any disclosure of confidential information by Consultant without the County's written consent is solely and exclusively the legal responsibility of Consultant in all respects. The preceding restriction shall not apply to information which is in the public domain, was previously known to Consultant, was acquired by Consultant from others who have no confidential relationship to County with respect to same, or which through no fault of Consultant, comes into the public domain. Consultant shall not be

**AGREEMENT BETWEEN COUNTY OF INYO
AND
MICHAEL BAKER INTERNATIONAL
FOR THE PROVISION OF PROFESSIONAL SERVICES:
DEVELOPMENT OF MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

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

COUNTY OF INYO

CONSULTANT

By: _____

By: _____

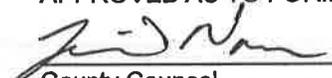
Signature

Dated: _____

Type or Print Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO
AND
MICHAEL BAKER INTERNATIONAL
FOR THE PROVISION OF PROFESSIONAL SERVICES:
DEVELOPMENT OF MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

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

COUNTY OF INYO

By: _____

Dated: _____

CONSULTANT

By:  _____
Signature

Kevin Gustorf
Type or Print Name

Dated: 12/10/15

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND
MICHAEL BAKER INTERNATIONAL
FOR THE PROVISION OF PROFESSIONAL SERVICES:
DEVELOPMENT OF MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

TERM:

FROM: December 15, 2015 TO: December 2, 2016

SCOPE OF WORK:

The Scope of Work includes all Contract Documents: GRANT-2014-0005, the Request for Proposals, the Consultant's Response to the Request for Proposals, which are incorporated into this Agreement by references as though set forth fully, as well as this Agreement.

County of Inyo Standard Contract – FEMA/DHS Grants
Professional Services Hazard Mitigation Plan
Page 14

Contract No. 141

REQUEST FOR PROPOSALS

INTRODUCTION

A Federal Emergency Management Agency (FEMA) approved Multi-Jurisdiction Hazard Mitigation Plan (MJHMP) forms the foundation for a community's long-term strategy to reduce disaster losses and break the cycle of repeated disaster damage and subsequent reconstruction. The planning process necessary to develop the MJHMP is an important component to create a framework for risk-based decision making and thereby reducing damage to property and the economy from future disasters. The Disaster Mitigation Act of 2000 requires local governments to develop and submit mitigation plans for FEMA approval, as a condition of receiving Hazard Mitigation Grant Program project grants or Pre-Disaster Mitigation project grants.

Inyo County has been awarded California Governor's Office of Emergency Services (Cal OES) Grant Number 2014-0005 to prepare a MJHMP and is accepting proposals from experienced consultants to develop a MJHMP. The plan needs to assess the risk from all hazards, natural and manmade, within the County and neighboring Counties, evaluate the vulnerability of structures and infrastructures to these hazards, and assist participating jurisdictions to identify and plan mitigation initiatives to address the vulnerabilities. The plan will provide a set of action items that, if implemented, can help reduce the risk from natural hazards.

The projected planning area generally corresponds to the boundaries of Inyo County. Anticipated stakeholders (multiple jurisdictions) may include, but are not limited to: the City of Bishop, unincorporated communities, Special Districts, School Districts, Local Tribes, Local Hospitals, State and Federal agencies.

The County intends to award an agreement to a firm that meets all qualification criteria and has successfully completed a FEMA approved MJHMP or very similar project. Please note that the County will require the selected Consultant to enter into a FEMA/DHS Grants Professional Services Hazard Mitigation Plan, Contract No. 141 (Agreement) of which is incorporated herein by this reference as though set forth fully (Exhibit A).

All Proposers in signing and submitting a Proposal are acknowledging they have read and are familiar with the conditions related to performance found in the Agreement and all relevant FEMA requirements. Submitting a Proposal is certification a Proposer will, if selected, abide by the same. For additional information see hazardmitigation.calema.ca.gov/plan/local_hazard_mitigation_plan_lhmp.

It is the desire of the County to have the MJHMP completed in a timely, efficient and approvable manner. In order for the plan to be successful and for the Consultant to be fully reimbursed the MJHMP must be approved via resolution by the Board of the local (multi) jurisdictions and by state/federal agencies.

SETTING

Inyo County is located near the center of California (from north to south) and adjacent to the eastern edge of California. The western edge of the County is the crest of the Sierra Nevada mountain range and the east edge of the County is the State of Nevada. Inyo County is a large, rural county. The County is the second largest county in California, comprising more than 10,142 square miles. The County has a

wide range of topography, including the highest point in the contiguous United States (Mt. Whitney at 14,505 feet above sea level) and the lowest point in the western hemisphere (Badwater Basin in Death Valley at 282 feet below sea level). The City of Bishop, located in the northern end of the Owens Valley, is the only incorporated City in the County, with a population of 3,879. Bishop and surrounding unincorporated areas are home to over 60% of Inyo County's residents. The large majority of the County's population and facilities are within the Owens Valley.

BACKGROUND

On October 30, 2000, the President of the United States signed into law the Disaster Mitigation Act of 2000 (DMA 2000). The DMA 2000 amended the Robert T. Stafford Disaster Relief and Emergency Assistance Act by adding a new section, 322 – Mitigation Planning. Section 322 placed a new emphasis on the importance of local hazard mitigation planning, and required local government to develop and submit hazard mitigation plans for approval, as a condition of receiving Hazard Mitigation Grant Program project grants or Pre-Disaster Mitigation project grants.

SCOPE OF WORK

A. OVERVIEW

Listed below is a summary of the key tasks to be performed in developing the Inyo County Multi-Jurisdictional Hazard Mitigation Plan (ICMJHMP) pursuant to Cal OES Grant # 2014-0005 (Project). The development of the Project shall follow the most recently published guidelines of the Federal Emergency Management Agency (FEMA). The Project must be completed on or before December 2, 2016, unless the term is extended by Cal OES. If a Proposer desires an extension of the deadline, it must timely notify the County to enable the County to seek the approval of Cal OES during the life of the grant and contract. Any request for extension must be accompanied by a written explanation of the reason(s) for the delay; an outline of remaining funds available to support the extended period of performance; and a description of performance measures necessary to complete the Project and create a Final Plan. The Scope of Work may be amended to meet available funding or to best meet the needs of the County with the approval of Cal OES. In the event that any additional services are required to meet the Project objectives identified herein, the County reserves the right to add such services by amending the Agreement.

B. TASKS

1. Project Management and Administration

- a. Provide technical and administrative services to include Public meetings, Steering Committee meetings, communications, and monthly status reports relative to the work, budget, and schedule.

2. Prerequisites and Planning Process

- a. General Requirements: The Plan shall be prepared in compliance with 44 CFR 201.6 – Local Mitigation Plans and maintain the County's eligibility for FEMA Pre-Disaster Mitigation (PDM) and Hazard Mitigation Grant Programs (HMGP).
- b. Coordination Among Agencies: Form a Steering Committee to assist in developing and reviewing the ICMJHMP. The core of this committee would consist of County representatives, cities' representatives, special districts representative(s), and the consultant. Members of other

public or private entities could also be included. The County would coordinate membership of this committee. In addition to being involved in developing the plan, the Steering Committee must ensure the implementation of an effective and on-going public involvement process and the adoption of the ICMJHMP by the governing bodies of the County and jurisdictions involved.

- c. **Integration with Other Planning Efforts:** Integrate the ICMJHMP with other planning efforts that have been or are being undertaken by the county and other jurisdictions with an interest in the ICMJHMP. This task would also include a review of relevant documents such as the County's and involved jurisdictions' General Plans, Emergency Operations Plans, flood hazard mitigation plans, fire management plans and other relevant information identified through research and in coordination with the Steering Committee members.
- d. **Public Involvement:** Integrate and involve the public in the planning process to include the drafting stage and prior to plan final approval.
- e. **Local Capabilities Assessment:** Identify and organize the available local technical, financial and human resources capabilities necessary to develop the ICMJHMP.
- f. **Compliance with the most current Pre-Disaster Mitigation Competitive Grant Program Requirements:** Proposal and finished product shall meet/exceed all compliance requirements of the Pre-Disaster Mitigation Competitive Grant Program and provide all document/accounting necessary to finish within the specified performance period, as set forth in Exhibit "A."

3. Assess Risks

- a. **Identify Multiple Hazards:** Identify natural, technical and manmade hazards that may affect or have historically affected the County.
- b. **Profile Hazard Events:** Delineate hazards and hazard event information on a base map of the County using GIS. In addition to mapping each hazard, a composite of the hazards would be created in GIS to identify the areas within the County that are vulnerable to multiple hazards, an element to consider in developing and prioritizing mitigation measures.
- c. **Identify Assets:** Use data and mapping sources (including available GIS mapping) from the State and County, FEMA HAZUS data, and other entities such as cities, conservancies, the Red Cross, and the Salvation Army, to prepare an inventory of existing and proposed structures, critical facilities, infrastructure elements (lifelines), and assets located within each of the identified hazard boundaries.
- d. **Estimate Potential Losses:** Identify structures that are susceptible to various hazards to provide an estimate of the potential financial loss of each hazard relative to the assets of the County.
- e. **Analyze Development Trends:** Conduct an evaluation of land use patterns in the County to assess how the identified hazards could affect the size and direction of growth within the County.
- f. **Multi-Jurisdictional Risk Assessment:** Assess risks that may be specific to the City of Bishop, Unincorporated Communities or Special Districts within the County.

4. Develop Mitigation Plan

- a. **Document the Mitigation Planning Process:** Document the process used to assess the risks to the County and jurisdictions, and to identify, analyze and prioritize the mitigation measures. This includes Steering Committee meetings, communications with various entities for gathering information and the public involvement process.
- b. **Develop Hazard Mitigation Goals:** Utilize, as the first step in developing the mitigation plan, the information processed in the risk assessment stage in guiding the County and jurisdictions' long-term vision to reduce hazards and enhance mitigation capabilities.
- c. **Identify and Analyze Mitigation Measures:** Identify and analyze the mitigation measures, including but not limited to project scope and cost, that best achieve the County and

jurisdictions' mitigation goals. Mitigation measures may include structural and non-structural (maintenance, policy, management, etc.) measures, or a combination thereof.

- d. Prepare an Implementation Strategy: Prioritize the mitigation measures based upon criterion that includes social acceptance, economic value, environmental impact, technical feasibility, and administrative and legal challenges.
- e. Address Multi-Jurisdictional Mitigation Measures: This section would address any proposed mitigation measures that involve more than one jurisdiction.
- f. Evaluate Funding Sources: Identify the potential sources for funding necessary to implement the selected mitigation measures.

5. Plan Maintenance Procedures

- a. Plan Maintenance Procedure: This section would describe the method and schedule of monitoring; evaluating and updating the mitigation plan within a five year cycle.

6. Draft and Final ICMJHMP

- a. Review Process: Describe in the Final Plan (Plan) the Steering Committee and public review process. .
- b. Plan Content and Quality: The Final Plan will be of a professional quality with maps, diagrams, tables and/or text in a format that will print out clearly and to the satisfaction of the Project Manager.
- c. Submission of Plan for Approval: The Plan must be submitted to participating jurisdictions for comment and approval.
- d. **All products must be completed by December 2, 2016, absent an approved extension.**
- e. The Project shall be considered completed when the plan is approved by FEMA. All revisions and updates as required by FEMA as part of the approval process shall be included in this Project.
- f. All products completed as a result of this process shall become the property of the County of Inyo including, but not limited to the plan, associated data, maps, electronic files, etc.

SUBMITTALS

Five (5) copies of the proposal shall be submitted. The proposal shall be based on the Scope of Work as described above and shall be organized in an easy-to-follow format. The proposal shall include, but not be limited to, the following information:

- The Proposer team's name, address and a brief history of the firm.
- Names of the specific individuals who will be assigned to this Project and their relative experience, as well as resumes showing relevant experience of each identified team member.
- Three (3) sample MJHMPs (in electronic files on individual CDs) including for each an example of project scheduling and duration control. Examples of projects commissioned within the last five years of similar size and scope are preferred.
- All Proposer team members allowed to perform field investigations shall be included in an approved list and verified through picture identification. Only verified field evaluators will be allowed to enter County facilities or perform field investigations within County owned areas.
- A work plan and proposed schedule showing tasks and time frames necessary to accomplish the requested scope of services by the completion date.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

19

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

FROM: Planning Department

FOR THE BOARD MEETING OF: December 15, 2015

SUBJECT: Authorization for the hiring of an Associate Planner in the Planning Department

RECOMMENDATION: Find that, consistent with the adopted Authorized Position Review Policy:

- 1) The availability of funding for the requested position exists in the Planning Department budget, as certified by the Planning Director and concurred with by the County Administrator and the Auditor-Controller; and
- 2) Where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, however, an external recruitment is more appropriate; and
- 3) Approve the hiring of one Associate Planner at Range 74 (\$4,731 - \$5,750) dependent upon qualifications; and
- 4) Authorize the filling of an Associate Planner.

SUMMARY DISCUSSION: One of the Department's Associate Planners recently submitted her resignation. The position is key in that it provides mid-level support to the Department and offers training opportunities for more advanced positions in the County. The leaving Associate Planner was primarily responsible for natural resource policy issues [such as the endangered species designations (i.e., the Sierran Amphibians), the West Mojave Plan, etc.], the General Plan Update, moderately complex entitlements, other special projects (such as the Revolving Loan Fund and the Brownfield Grant), and building permits, amongst others. Staff requests that the Board authorize filling this vacant position as soon as possible to minimize disruptions to the Department's work plan.

ALTERNATIVES: The Board could not authorize hiring an Associate Planner. This would result in delays to County projects and entitlement processing.

OTHER AGENCY INVOLVEMENT: None.

FINANCING: The position is financed primarily from the General Fund in the Planning Department budget (023800) in the Salaries and Benefits object codes. Partially offsetting these costs are revenues received for entitlement processing and work on the Yucca Mountain Repository Assessment Office.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) <i>Chris Shepherd</i> 12/1/15
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) <i>Joe DL</i> 12/2/15

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

John Hest _____ Date: 12/2/15



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

20

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

FROM: Planning Department

FOR THE BOARD MEETING OF: December 15, 2015

SUBJECT: Inyo National Forest Plan Update

RECOMMENDATION: Receive a presentation from staff about coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input (including potentially regarding Wilderness, Species of Conservation Concern, and Wild and Scenic River Eligibility).

SUMMARY DISCUSSION: The Inyo National Forest (INF) is drafting an updated INF Plan.¹ The County and the Forest Service have entered into a Memorandum of Understanding designating the County as a Cooperating Agency in developing the Plan, and staff will report on recent activities arising out of its responsibilities in regards thereto. Input from the Board is requested to guide staff in future coordination efforts with Forest Service staff.

Earlier this year, the Forest Service solicited input regarding its process for evaluating and identifying lands that may be suitable for recommendation in the Forest Plan for inclusion in the National Wilderness Preservation System. Subsequently, INF staff report that a public review period for additional areas that may be considered for Wilderness may commence in mid-December. Opportunities for public input may also be offered for Species of Conservation Concern and Wild and Scenic River Eligibility during the same time frame. Staff will report on these developments, if they have occurred, and the Board is requested to provide any preliminary input it may have.

OTHER AGENCY INVOLVEMENT: Department of Agriculture, U.S. Forest Service; Mono, Fresno, Madera, and Tuolumne counties; Town of Mammoth Lakes and City of Bishop; 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.

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: 12/9/15



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: Rick Benson
Parks and Recreation

FOR THE BOARD MEETING OF: December 15, 2015

SUBJECT: Ratification and Approval of Amendment No.1 to each of the two agreements with Bishop Waste Disposal for waste hauling services at County parks and campgrounds.

DEPARTMENTAL RECOMMENDATION:

Request that your Board: 1.) Approve and Ratify Amendment No. 1, to the two contracts between the County of Inyo and Bishop Waste Disposal extending the term and increasing the contract limit payable under the agreements from \$62,174 to \$67,356 for the North County agreement and from \$18,956 to \$20,536 for the South County agreement for waste hauling services at County parks and campgrounds; and 2.) Authorize the Chairperson to sign Amendment No. 1 to both agreements.

SUMMARY DISCUSSION:

On December 4, 2012 your Board entered into two agreements with Bishop Waste Disposal to provide for waste hauling services at County parks and campgrounds. One agreement was for the northern portion of the County while the other was for services at sites in the South.

The contracts expired on November 30, 2015. Both contracts will be put out to bid, however, rebidding was delayed in anticipation that a franchise hauler agreement would be in place prior to the rebid since agreement may change certain aspects of the service.

The attached amendments are identical except for the respective dollar amounts. Both extend the agreement for three months and provide for three months of additional funding. Through these amendments, the contractor is agreeing to continue to provide the service with no change to the current terms and conditions.

ALTERNATIVES:

If the attached amendment is not approved by your Board the hauler will be unable to provide the service and waste removal will need to be performed by County staff.

OTHER AGENCY INVOLVEMENT: None

FINANCING:

Funds for this service have been appropriated and are available within the Parks and Recreation adopted budget unit 076900.

APPROVALS

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>Yes</u> Date <u>12/08/15</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>Yes</u> Date <u>12/08/2015</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) N/A Approved: _____ Date _____

REQUESTED BY: _____ Date: _____

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



Date: 12/8/15

**AMENDMENT NUMBER ONE TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MADERA DISPOSAL SYSTEMS DBA BISHOP WASTE DISPOSAL
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and BISHOP WASTE DISPOSAL _____ of BISHOP CA _____ (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated December 4, 2012, on County of Inyo Standard Contract No. 113, for the term from December 1, 2012 to November 30, 2015.

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

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

County and Contractor hereby amend such Agreement as follows:

2. TERM

The term of this agreement shall be from December 1, 2012 to March 30, 2016 unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation. County shall pay to contractor sum total of TWENTY THOUSAND FIVE HUNDRED THIRTY SIX Dollars (\$ 20,536) for performance of all of the services and completion of all of the work described in Attachment A.

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for all services and work to be performed under this agreement shall not exceed \$20,536 (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.

The effective date of this Amendment to the Agreement is December 1, 2015.

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

AMENDMENT NUMBER One TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MADERA DISPOSAL SYSTEMS DBA BISHOP WASTE DISPOSAL
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____
Signature

Dated: _____

Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

N/A

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

N/A

County Risk Manager

**AMENDMENT NUMBER ONE TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MADERA DISPOSAL SYSTEMS DBA BISHOP WASTE DISPOSAL
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and BISHOP WASTE DISPOSAL _____ of BISHOP CA _____ (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated December 4, 2012, on County of Inyo Standard Contract No. 113, for the term from December 1, 2012 to November 30, 2015.

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

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

County and Contractor hereby amend such Agreement as follows:

2. TERM

The term of this agreement shall be from December 1, 2012 to March 30, 2016 unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation. County shall pay to contractor sum total of SIXTY SEVEN THOUSAND THREE HUNDRED FIFTY SIX Dollars (\$ 67,356) for performance of all of the services and completion of all of the work described in Attachment A.

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for all services and work to be performed under this agreement shall not exceed \$67,356 (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.

The effective date of this Amendment to the Agreement is December 1, 2015.

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

AMENDMENT NUMBER One TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
MADERA DISPOSAL SYSTEMS DBA BISHOP WASTE DISPOSAL
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____
Signature

Dated: _____

Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

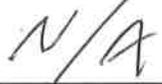


County Counsel

APPROVED AS TO ACCOUNTING FORM:

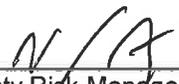
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager



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: Recycling and Waste Management

FOR THE BOARD MEETING OF: December 15, 2015

SUBJECT: Contract amendment between the County of Inyo and Preferred Septic and Disposal for Waste Hauling Services at Olancho, Keeler and Darwin Transfer Stations.

DEPARTMENTAL RECOMMENDATION : Request that your Board 1) ratify and approve the contract amendment for Waste Hauling Services at Darwin Transfer Station, to start December 1, 2015, extending the contract by seven (7) months to June 30, 2016, and increasing the contract amount not to exceed by \$5,861.10, to a final amount not to exceed of \$36,003.90 and 2) ratify and approve the contract amendment for the Waste Hauling Services at the Keeler and Olancho Transfer Stations, to start December 1, 2015, extending the contract by seven (7) months to June 30, 2016, and increasing the contract amount not to exceed by \$16,790.20, to a final amount not to exceed of \$103,139.80 and 3) authorize the Chairperson to sign the contract amendment contingent upon obtaining appropriate signatures.

SUMMARY DISCUSSION: The transfer station in the community of Darwin has four (4) trash dumpsters available free to the public. Preferred Septic and Disposal currently has the three (3) year contract for the removal, hauling and disposal of the waste deposited in the dumpsters located in Darwin. The contract ended on November 30, 2015.

Inyo County Recycling and Waste Management are currently negotiating a Franchise Agreement with Preferred Septic and Disposal, due to these on-going negotiations Recycling and Waste Management has agreed to extend the contracts for waste hauling services with Preferred Septic and Disposal by seven (7) months. The trash hauling services for the community of Darwin will go out to bid after the Franchise Agreement has been finalized, or in the Spring of 2016, whichever occurs first.

ALTERNATIVES: Your Board could choose not to award this contract amendment, but that would require the residents of Darwin to self-haul their trash to the Lone Pine Landfill.

OTHER AGENCY INVOLVEMENT: County Counsel, Auditor/Controller

FINANCING: These services are included in the Solid Waste Budget 045700, Object Code 5265 Professional Services.

APPROVALS

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>Yes</u> Date <u>12/09/15</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>12/10/2015</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 12/9/15
(Not to be signed until all approvals are received)

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
PREFERRED SEPTIC AND DISPOSAL, INC. (DARWIN)
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and PREFERRED SEPTIC AND DISPOSAL, INC. _____, of BISHOP, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated DECEMBER 18, 2012, on County of Inyo Standard Contract No. 113, for the term from DECEMBER 1, 2012 to NOVEMBER 30, 2015.

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

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

County and Contractor hereby amend such Agreement as follows:

Section 2 (TERM) is amended as follows: The term of this Agreement shall be from July 1, 2012 to June 30, 2016 unless sooner terminated as provided below.

Section 3 (Consideration) subpart D. is amended as follows: The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed THIRTY SIX THOUSAND THREE AND 90/100 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.

The effective date of this Amendment to the Agreement is DECEMBER 1, 2015.

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

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
PREFERRED SEPTIC AND DISPOSAL, INC. (DARWIN)
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: *Dale Comantofski*
Signature

Dale Comantofski
Type or Print

Dated: 12-7-15

APPROVED AS TO FORM AND LEGALITY:

[Signature]
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
PREFERRED SEPTIC AND DISPOSAL, INC. (KEELER & OLANCHA)
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and PREFERRED SEPTIC AND DISPOSAL, INC. _____, of BISHOP, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated DECEMBER 18, 2012, on County of Inyo Standard Contract No. 113, for the term from DECEMBER 1, 2012 to NOVEMBER 30, 2015.

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

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

County and Contractor hereby amend such Agreement as follows:

Section 2 (TERM) is amended as follows: The term of this Agreement shall be from July 1, 2012 to June 30, 2016 unless sooner terminated as provided below.

Section 3 (Consideration) subpart D. is amended as follows: The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed ONE HUNDRED THREE THOUSAND ONE HUNDRED THIRTY NINE AND 80/100 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.

The effective date of this Amendment to the Agreement is DECEMBER 1, 2015.

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

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
PREFERRED SEPTIC AND DISPOSAL, INC. (KEELER & OLANCHA)
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Dale Comontolski
Signature

Dale Comontolski
Type or Print

Dated: 12-7-15

APPROVED AS TO FORM AND LEGALITY:

Margaret Kemp-Williams
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

23

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

FROM: Rick Benson, Assistant County Administrator

FOR THE BOARD MEETING OF: December 15, 2015

SUBJECT: County's Sesquicentennial

DEPARTMENTAL RECOMMENDATION:

Request your Board authorize the County Administrator to establish a committee consisting of County staff to explore options and coordinate activities related to the County's sesquicentennial.

SUMMARY DISCUSSION:

Inyo County was formally established on March 22, 1866 from territory which was part of Mono and Tulare County. Subsequently, the boundaries were adjusted to include land which had been part of Kern County and San Bernardino County.

In order to commemorate the County's 150th anniversary it is recommended that your Board authorize the County Administrator to establish a committee to explore options, make recommendations and possibly coordinate activities with other community organizations. Initially, it is recommended that the committee consist of Library Director, Nancy Masters; Museum Administrator, Jon Klusmire and; Assistant County Administrator, Rick Benson while leaving open the possibility of adding additional members. Your Board may also wish to consider having a Board representative on the committee.

Commemorative activities may include displays at libraries, County offices and the County Museum. The committee may also recommend that a commemorative event be considered.

ALTERNATIVES:

Your Board can choose to establish a different committee or may choose not to provide for any formal recognition of the anniversary.

FINANCING:

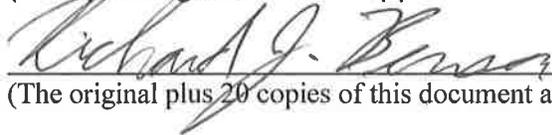
There are no costs associated with forming this committee.

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 12/4/15

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

24

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF December 15, 2015

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.

SUMMARY DISCUSSION: - During your August 28, 2012 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Death Valley Roadeater Emergency, which was a result of flooding in the southeastern portion of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

25

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING December 15, 2015

SUBJECT: Continuation of declaration of local emergency

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 26

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF December 15, 2015

SUBJECT: Continuation of declaration of local emergency

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

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

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

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

DEPARTMENT HEAD SIGNATURE:

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 27

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF December 15, 2015

SUBJECT: Continuation of proclamation of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that exist in the County.

SUMMARY DISCUSSION: - During your January 28, 2014 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Land of EVEN Less Water Emergency, that is a result of severe and extreme drought conditions that exist in the County. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the resolution be considered on a by-weekly basis.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 28

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF December 15, 2015

SUBJECT: Continuation of proclamation of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Death Valley Down But Not Out Emergency" that was proclaimed as a result flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

SUMMARY DISCUSSION: - During your October 27, 2015 Board of Supervisors meeting your Board took action to proclaim a local emergency, which has been named the Death Valley Down But Not Out Emergency that is a result of flooding in the central, south and southeastern portion of Inyo County. Since the circumstances and conditions relating to this emergency persist, the recommendation is that the emergency be continued on a bi-weekly basis, until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER


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

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

FOR THE BOARD MEETING OF: December 15, 2015

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - **CLERK OF THE BOARD** - Request approval of the minutes of the November 24, 2015 Board of Supervisors Meeting.

SUMMARY DISCUSSION: - The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's web page at www.inyocounty.us.

ALTERNATIVES: - Staff awaits your Board's changes and/or corrections.

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

APPROVALS	
BUDGET OFFICER:	BUDGET AMENDMENTS <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)</i>
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
30

FROM: Public Works Department

FOR THE BOARD MEETING OF: December 15, 2015

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

DEPARTMENTAL RECOMMENDATIONS:

Request Board:

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

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

At the December 8th meeting, the Board conducted an initial review of a draft report to the California Legislature and scheduled a public hearing on December 15th. In addition to several small detailed changes, the following changes were made to the Report:

- 1. A paragraph was added to the cover letter summarizing the project to the Legislature acknowledging the combined-use routes were open for a short period of time.
- 2. A sentence was added to the Report covering the lack of empirical data due to the late start up of the projects.
- 3. The “Methodology” portion of the Traffic Count report was revised to reflect that the count numbers are an aggregate of traffic traveling in both directions.

In January, 2015, Inyo County approved the designation of seven combined-use routes where certain non – street legal vehicles are able to drive on County roads to access goods and services and OHV recreation. The four routes that have a start point on LADWP land have not been opened (see the discussion on limiting factors). Three combined-use routes were opened in July and August this year. These combined-use routes were designated per the Vehicle Code as amended by Assembly Bill 628. Pursuant to AB 628, the County is required to submit a report to the California Legislature before January 1, 2016. Staff has used 1) requirements set forth in Assembly Bill 628 and 2) the Implementing Procedures as guidance for the development of this report.

Legislative Requirement for Submittal of Report to California Legislature

Assembly Bill 628 sets forth reporting requirements for the combined-use pilot program.

38026.1(f) Not later than January 1, 2016, the County of Inyo, in consultation with the Department of the California Highway Patrol, the Department of Transportation, and the Department of Parks and

Recreation, shall prepare and submit to the Legislature a report evaluating the pilot project, and containing both of the following:

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

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

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

Inyo County AB 628 Implementing Procedures

The AB 628 Implementing Procedures were initially approved early in 2012 and then revised at the January 22, 2015 route approval public hearing.

14. Each combined-use trail segment shall be monitored in the following ways.
 - a. The County shall be responsible to maintain a database describing any collisions involving an off-highway vehicle on any combined-use segment.
 - i. The Department of Public Works will request from the Inyo County Sheriff and the California Highway Patrol a report of all collisions involving off-highway vehicles on a combined-use segment on an annual basis. This information will be solicited from local land management agencies.
 - b. The Inyo County Sheriff's Department will maintain a file that includes any information regarding impact on traffic flows, safety, incursions into areas not designated for off-highway vehicle usage, to the extent such information is available.
 - c. The County shall yearly collect at least a three-day-long set of data collected including two weekend days detailing the number of off-highway vehicles using each combined-use segment.
 - d. The County shall twice yearly survey for new OHV routes originating off of a combined use in the field and in the office reviewing the latest aerial imagery so that it can adequately monitor for the proliferation of new routes.
 - e. The County shall send a letter encouraging land management agencies that have an off-highway motor vehicle trail segment that links to a combined-use segment to monitor the amount of off-highway vehicle use.
 - f. The Public Works Department shall maintain a website that is a central hub for collecting public and public agency comments and complaints on the combined-use routes which shall include all correspondence from the public and public agencies regarding all combined use segments.
 - g. At least 90 days prior to the development of the report described in Section 15, notice will be made to the public and local land management agencies requesting comments and observations regarding roads in the pilot program, including any results from monitoring.

An analysis of each of the above requirements set forth in AB 628 and the Implementing Procedures is included in the Legislative Report.

ALTERNATIVES:

1. Provide specific direction to staff to provide additional information or revised the letter to the Legislature and continue the consideration of this item to a date certain before January 1, 2016.

OTHER AGENCY INVOLVEMENT:

1. California Department of State Parks Off Highway Motor Vehicles Recreation Division - Grant Management for Signage Grant and Grant to complete CEQA and to purchase Road equipment.
2. California Highway Patrol - Completed initial safety evaluation that allowed routes to be open. Collected information on a) enforcement activities, b) collision data, and 3) call in complaints.
3. California Department of Transportation - Approved Signage and crossing of the State Highway System at US 395 at Lubken Canyon Road
4. City of Los Angeles, Department of Water and Power - Non-approval of combined-use start and/or end points on LADWP land.
5. Bishop District Bureau of Land Management – Information on OHV trail segments being linked to.
6. U.S. Forest Service, Inyo National Forest – Information on OHV trail segments that BLM roads link to (No designated combined-use routes link directly with USFS land).
7. California State Legislature - Evaluation of Assembly Bill 628 and future Legislation

FINANCING:

Legislative Report

The expense for the completion of the Legislative Report is being funded through the Inyo County Local Transportation Commission (LTC) administered funds.

State Parks Grant

The completion of the Environmental Impact Report was funded as followed (1) 74% through a California State Parks Off Highway Motor Vehicle Motor Recreation (OHMVR) grant, and (2) 26% through planning funds administered by the Inyo County Local Transportation Commission (LTC).

Phase II of the OHMVR grant will cover 74% of the expenditure for three Road Department vehicles (the Road Department will provide a 26% match).

Signage Grant

The installation of the signage required for the project was supposed to be funded through an agreement with the California State Parks OHVMRD in the amount of \$100,000. The signage funds were only available until June 30, 2015. The County was reimbursed by the State for an invoice of \$16,164.51 that included signage (\$8,756.01) for the three combined-use routes that were opened to the public and also Road Department staff time (\$7,408.49) for the installation of those signs. The Road Department was unable to recoup the expense for staff time incurred after July 1st. Additionally, the County was unable to recoup funds for signage for the four combined-use routes with starting points on LADWP land that have not been opened. Instead of returning the signage to the seller, County staff chose to keep this signage in the event future combined-use routes are opened. The County can repaint the sign face in the event that the signage is not required. Road Department funds were used to cover these expenditures as shown in the table below.

	County Only	Explanation
Signage	\$12,689.01	Signage cost for the four routes with start point on LADWP land that have not been opened
Staff Time	\$15,927.82	Staff time incurred after July 1, 2015

Total	\$28,616.83	
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Traffic Counts

AB 628 and the Implementing Procedures require the collection traffic counts annually to monitor the number and type of vehicles used on the combined-use routes. Video traffic counts were completed in early November and were funded using Local Transportation Commission administered planning funds.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)  Approved: <u>Yes</u> Date <u>12/09/15</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: _____ Date _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
 (Not to be signed until all approvals are received)  Date: December 9, 2015

Attachments:

1. Section 9795 of Government Code
2. Report to California Legislature

December 15, 2015

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

Summary Letter - Report Submitted Pursuant to Vehicle Code Section 381026.1(f)

To Whom It May Concern,

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

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

The County notes that the combined-use routes have only been open for a short period (about four to five months) and as a result usage of the route by eligible OHVs has been relatively light. This has resulted in minimal data being available for analysis. An expansion or extension of the pilot project would allow for the collection of a more complete data set.

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

Sincerely,

Matt Kingsley, Chair
Inyo County Board of Supervisors

cc: Chief Clerk of the Assembly
Legislative Counsel

COUNTY OF INYO
REPORT TO LEGISLATURE



Report submitted pursuant to Vehicle Code § 38026.1(f)

December 15, 2015

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

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COMBINED USE ROUTES DESIGNATED PER ASSEMBLY BILL 628

INTRODUCTION

AB 628, creating Vehicle Code section 38026.1, was passed by the Legislature and signed into Law in 2011. The bill authorized Inyo County to establish a pilot project and designate specified combined-use highways to link existing off-highway motor vehicle trails and trailheads on federal Bureau of Land Management or United States Forest Service lands, and to link off-highway motor vehicle recreational-use areas with necessary service and lodging facilities, in order to provide a unified linkage of trail systems for off-highway motor vehicles. The pilot project will end on January 1, 2017 unless extended by the Legislature.

Vehicle Code section 38026.1(f) requires that no later than January 1, 2016

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

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

The prescribed Report follows. The County notes that the empirical data available for the Report was limited due to unanticipated delays, which impacted the start of the approved projects.

The County of Inyo adopted Implementing Procedures for AB 628 (Implementing Procedures) consistent with the requirements of Vehicle Code sections 38026.1(b)(1) & (2) in 2012.

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

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

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

As guidance for the development of this report, Inyo County has used 1) requirements set forth in Assembly Bill 628 and 2) the Implementing Procedures.

LEGISLATIVE REQUIREMENTS FOR SUBMITTAL OF REPORT TO CALIFORNIA LEGISLATURE

1. ROUTE DESCRIPTION

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

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

Independence Area Route		
#	Start & End Point	Opening Date
1	Independence Inn to Betty Jumbo Mine Road turn	July 14, 2015

Route designated provides a link between a necessary service facility and an OHV trail segment

Route Description: Independence No. 1 combined use segment provides a link between the Independence Inn in Independence to Inyo National Forest Road number 36E401 (Betty Jumbo Mine Road) located in the Inyo Mountains east of the community of Independence. The combined-use segment starts at the Independence Inn. The segment continues eastward on Park Street to its intersection with Clay Street. At Clay Street, the segment turns south to its intersection with Mazourka Canyon Road. The segment then turns eastward and follows Mazourka Canyon Road to its intersection with road number 36E401. Road number 36E401 starts on Bureau of Land Management land and is open to use by off-highway vehicles (OHVs) and is considered to be an OHV recreational facility. The total length of this segment is 8.5 miles.

The route starts at a motel part of the Central Business District and then travels past a mix of residentially zoned properties, industrially zoned properties and Public zoned properties before heading out toward the edge of town past Rural Residential parcels. Off of the map below to the east is one more Rural Residential parcel and then the remainder of property is zoned Open Space and designated Natural Resources or State and Federal Lands.

Lone Pine Area Route

#	Start & End Point	Opening Date
1	Boulder Creek RV Park to N. Fork Lubken Ck	July 24, 2015

Route designated provides a link between a necessary service facility and an OHV trail segment

Route Description: Lone Pine No. 1 combined use segment provides a link between the Boulder Creek RV Park in Lone Pine to a dirt road on Bureau of Land Management land that goes to the mouth of a canyon on the North Fork of Lubken Creek Canyon. The combined-use segment starts at the Boulder Creek RV Park and travels west across US Highway 395 and up Lubken Canyon Road to its intersection with Horseshoe Meadows Road. The segment turns south on Horseshoe Meadows Road to the end of the combined-use segment on a BLM road. The BLM road to the North Fork of Lubken Creek is open to use by off-highway vehicles (OHVs) and is considered to be an OHV recreational facility. The total length of this segment is 4.3 miles.

The route starts at an RV Park and Store that is zoned Multiple Residential. The route crosses US 395 and passes to the south of the Foothill Trailer Park before continuing up Lubken Canyon Road on land zoned Open Space. The route continues on Open Space land to its end where it is close to land zoned Rural Residential.

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

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

Pilot Program Impact on Traffic Flows

Safety

The Inyo County Sheriff’s Department and California Highway Patrol maintained a record of 1) OHV accidents on combined-use routes, 2) citations issued to OHVs on combined-use routes, and 3) for complaints received. As of the date that this report was written, the County has received one complaint regarding a Side by Side or UTV driving on State Route 168 west of Bishop near Starlite Road. This area is not adjacent to, or close to, any roads that are designated for combined-use. The traffic flow on the designated combined-use routes is quite light.

Off-Highway Vehicle Usage on Existing Trails

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

Based on the feedback received so far, it appears that there has been no significant change in OHV trail usage. County staff has observed a small number of ATVs and UTVs using the combined-use routes.

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

One comment was received detailing OHV incursions into an area not designated for combined use. The Environmental Impact Report approved by the County for the project estimated a percentage of OHVs using County roads at that time. This was based on County staff observations. The same staff does not perceive there to have been a significant change in ridership since the combined-use routes have been open to the public.

Off-Highway Vehicle Impact on Nonmotorized Recreation

The County has received no indication that there has so far been any impact on nonmotorized recreation.

3. PUBLIC COMMENTS

Approval Hearing

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

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

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

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

- Potential proliferation of OHV routes
- Vehicle behavior – these types of vehicles have a record of not obeying road closures and use restrictions in other areas
- Liability concerns
- Noise

- Traffic safety hazard
- The success of the program could hurt other forms of touristic recreation
- Law enforcement not adequate

General Comments

The County, per its Implementing Procedures, maintains a website at <http://www.inyolc.org/ab628impl.html> where concerned parties can comment on the combined-use routes. As of November 13th, the County had received one e-mail regarding combined-use routes. This letter raised concerns about: 1) a UTV or Side by Sides with an out of state plate traveling on State Route 168 and 2) an ATV crossing US 395. Both of these sightings were not located adjacent to or close to a designated combined-use route.

Pilot Program Public Hearing Comments

The Draft Minutes from this meeting and the December 15, 2015 public hearing will be inserted into this portion of the document before this document is submitted to the California Legislature.

INYO COUNTY AB 628 IMPLEMENTING PROCEDURES

The AB 628 Implementing Procedures were initially approved early in 2012 and then revised at the January 22, 2015 route approval public hearing.

14. Each combined-use trail segment shall be monitored in the following ways.
 - a. The County shall be responsible to maintain a database describing any collisions involving an off-highway vehicle on any combined-use segment.
 - i. The Department of Public Works will request from the Inyo County Sheriff and the California Highway Patrol a report of all collisions involving off-highway vehicles on a combined-use segment on an annual basis. This information will be solicited from local land management agencies.
 - b. The Inyo County Sheriff's Department will maintain a file that includes any information regarding impact on traffic flows, safety, incursions into areas not designated for off-highway vehicle usage, to the extent such information is available.
 - c. The County shall yearly collect at least a three-day-long set of data collected including two weekend days detailing the number of off-highway vehicles using each combined-use segment.
 - d. The County shall twice yearly survey for new OHV routes originating off of a combined use in the field and in the office reviewing the latest aerial imagery so that it can adequately monitor for the proliferation of new routes.
 - e. The County shall send a letter encouraging land management agencies that have an off-highway motor vehicle trail segment that links to a combined-use segment to monitor the amount of off-highway vehicle use.
 - f. The Public Works Department shall maintain a website that is a central hub for collecting public and public agency comments and complaints on the combined-use routes which shall include all correspondence from the public and public agencies regarding all combined use segments.
 - g. At least 90 days prior to the development of the report described in Section 15, notice will be made to the public and local land management agencies requesting comments

and observations regarding roads in the pilot program, including any results from monitoring.

14a & 14b. Public Works Department staff has communicated with the Sheriff's Department and the California Highway Patrol (CHP). CHP created files to 1) monitor complaints, 2) record any tickets issued to OHVs on combined-use routes, and 3) to record any collisions. As of the date of this report the only report received by CHP was forwarded from the Public Works Department.

14c. The County retained a consultant to conduct a traffic count over a three-day period as prescribed. Traffic counts were conducted in two locations on each combined-use route. The traffic count is attached as Exhibit G.

14d. A Route Monitoring Report completed in late October is attached as Exhibit H. No evidence of new route creation or inappropriate behavior was cited. The report did suggest the placement of additional signage. Road Department staff installed additional signage.

14e. County staff sent e-mail correspondence to Bureau of Land Management, Inyo National Forest, and the City of Los Angeles Department of Water and Power on July 10, 2015.

14f. County Public Works Department staff maintained a website at <http://www.inyoltc.org/ab628impl.html>.

14g. The notification sent on July 10th as described in Section 14e above doubled as a 90 day notice that the County would be preparing a report to submit to the California Legislature. In addition, County staff sent a reminder e-mail on September 23rd requesting that the agencies send correspondence to the Public Works Department by November 19, 2015. Finally, an e-mail was sent on December 3rd notifying the California Highway Patrol, Inyo National Forest, Bureau of Land Management, City of Los Angeles Department of Water and Power, California Department of Transportation and the California State Parks Off Highway Motor Vehicle Recreation Division notifying these agencies of the County's consideration of the Legislative Report on December 8th and 15th.

Signage

The Implementing Procedures generally stated the following regarding signage.

10. If the funding for the purchase and installation of signage is not forthcoming as set forth in Section 38026.1, the County shall work with the applicant to identify funding to install signage identified in Section No. 6. The purchase and installation of this signage shall be revenue neutral to the County. That is, if the funding for the signage is not forthcoming from the State, the applicant shall be responsible for this expense.

The County entered into a contract with State Parks after the AB 628 legislation was passed. However the funds reverted before the County was actually able to install the signage. As a result the County Road Department was forced to fund \$28,616.83 for staff time and equipment for the installation of required combined-use signage.

PILOT PROJECT SETTING

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

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

LIMITING FACTORS

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

Inyo National Forest

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

No clear jurisdictional agreements have been located for the subject roads. If appropriate road right of way agreements can’t be located, then the County could either 1) reach an agreement with the Forest Service or 2) demonstrate that the County has rights to use the roadway based on Revised Statute (RS 2477). To establish rights under RS 2477, the County would need to prove to a federal court that the road has been maintained since before the initial forest reserve (which later became the Inyo National Forest) was created

in 1905. It should be noted that records for many individual roads go back earlier than the early 1900s; although, such records are difficult and time consuming to locate.

As part of its approval of combined-use routes, the County did not approve any routes that have a start or an end point on a road part of the USFS system.

If the County conditions the use of the combined-use routes on the reaching of a jurisdictional agreement with the USFS, it should be noted that the process to negotiate right of way agreements on specific routes may take an extended period of time. Further, NEPA may require cultural surveys along the entire length of certain combined-use routes. Once the cultural information has been completed, it is estimated that it would take 12-24 months to complete NEPA. NEPA would have to be completed at the County's expense and the County would likely need to hire a consultant to complete the NEPA process. The NEPA evaluation will not be initiated until funding is identified to complete this process. The County intends to apply for a State Parks Off Highway Motor Vehicle Recreation Division (OHMVRD) grant to fund the NEPA review for those proposed combined-use routes that travel across USFS land. This will likely take two years before there is a resolution to this issue.

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

LADWP has expressed reservations about the project from the start. LADWP has liability concerns and environmental concerns over the potential proliferation of illegal OHV use on Los Angeles-owned lands because of the designation of combined-use routes. In addition, LADWP is concerned over its ability and County's ability to enforce trespass laws on its lands. The County passed an ordinance following consultation with LADWP concerning an ordinance to facilitate law enforcement of off-road vehicle use on Los Angeles-owned land and on lands owned by others. LADWP is also concerned that increased OHV use resulting from the project will interfere with the implementation of court-mandated environmental projects on Los Angeles-owned lands. LADWP has not been willing to designate any routes starting nor ending on Los Angeles-owned lands.

For the purposes of AB 628, LADWP is considered a private property landholder. The Project applicants are required to ensure that the proposed combined-use routes link to Federally-designated roads that are legal for OHV recreation. LADWP approval is required for some proposed routes that have a start or an endpoint on LADWP land.

Several routes have start and/or end points on lands leased to lessees by the City of Los Angeles. The Implementing Procedures specify that any combined-use applications that start and/or end on private property must have the approval of the owner of that Assessor's Parcel Number. The table below shows a list of combined-use routes that have a start or end point on an LADWP lease. The lessees of the properties identified on the table have submitted letters to the County as a part of the combined use applications seeking permission to use the above facilities as combined-use start points or end points. LADWP must approve the start and/or end points described in the table above before any of these routes can be opened to combined use. The start and/or endpoints are described in the table below and are shown in **Bold**.

Route Name	Start Point	End Point
Bishop #5	Brown's Town	Poleta Canyon OHV Recreation Area
Bishop #6	Pleasant Valley Campground	BLM maintained road off of Horton Creek Rd
Bishop #7	Pleasant Valley Campground	BLM maintained road off of Tungsten City Rd
Bishop # 9	Brown's Town	BLM maintained road off of Bir Rod

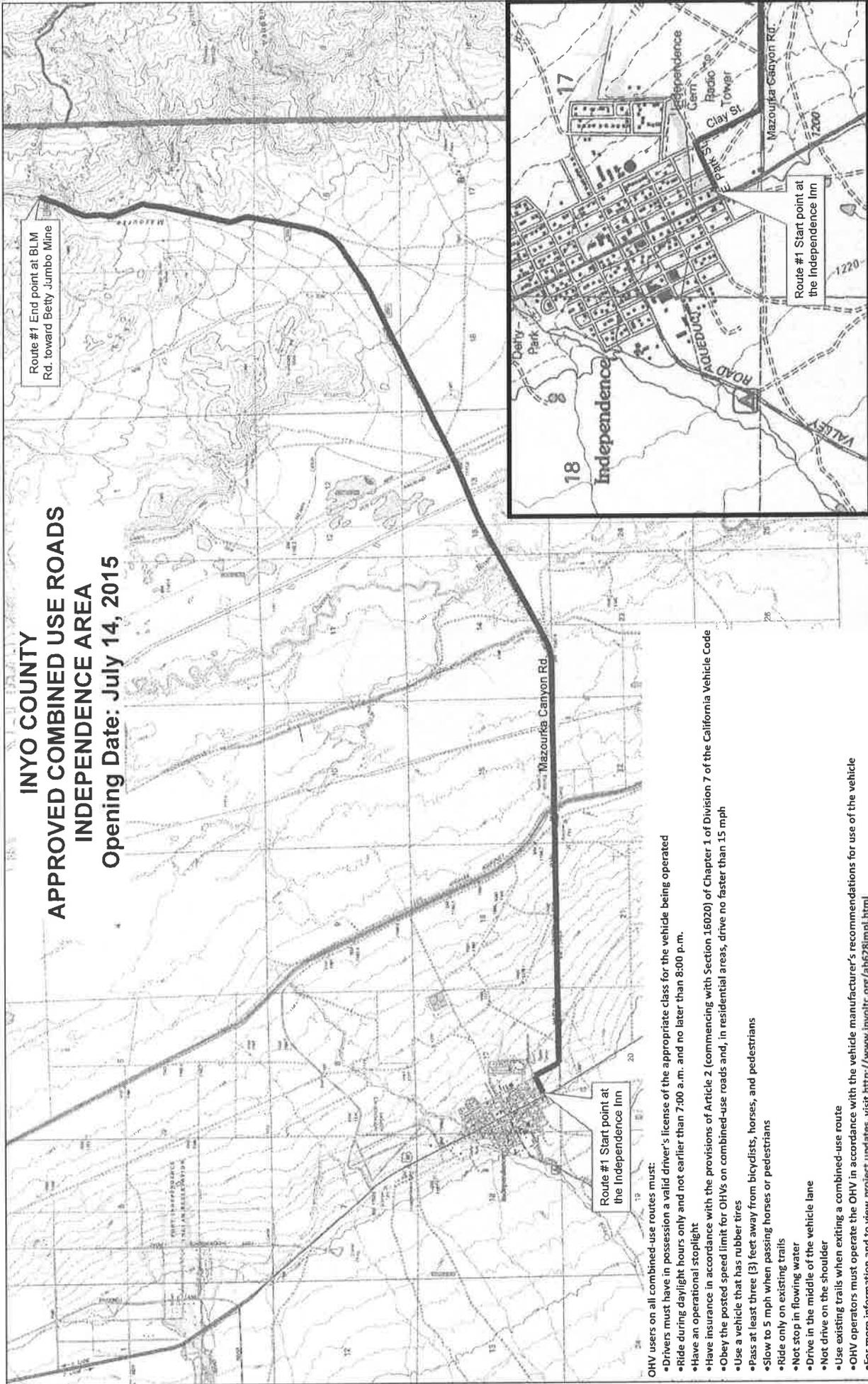
County and LADWP staff met several times regarding these starting points. LADWP agreed to the routes as starting points if the County agreed to financially assist LADWP for damage to their lands created by any OHVs regardless whether that damage was related to a combined use route. This proposal by LADWP was unacceptable to the County. The County agreed to some mitigation of impacts created by OHVs adjacent to the combined-use routes through its Implementing Procedures and Mitigation, Monitoring, and Reporting Program. The County has not been able to gain permission from LADWP to use County campgrounds leased from LADWP as combined-use route start points. Basically, LADWP has not been willing to designate any routes starting nor ending on Los Angeles-owned lands. As a result, these four routes have not been opened for combined use.

ATTACHMENTS

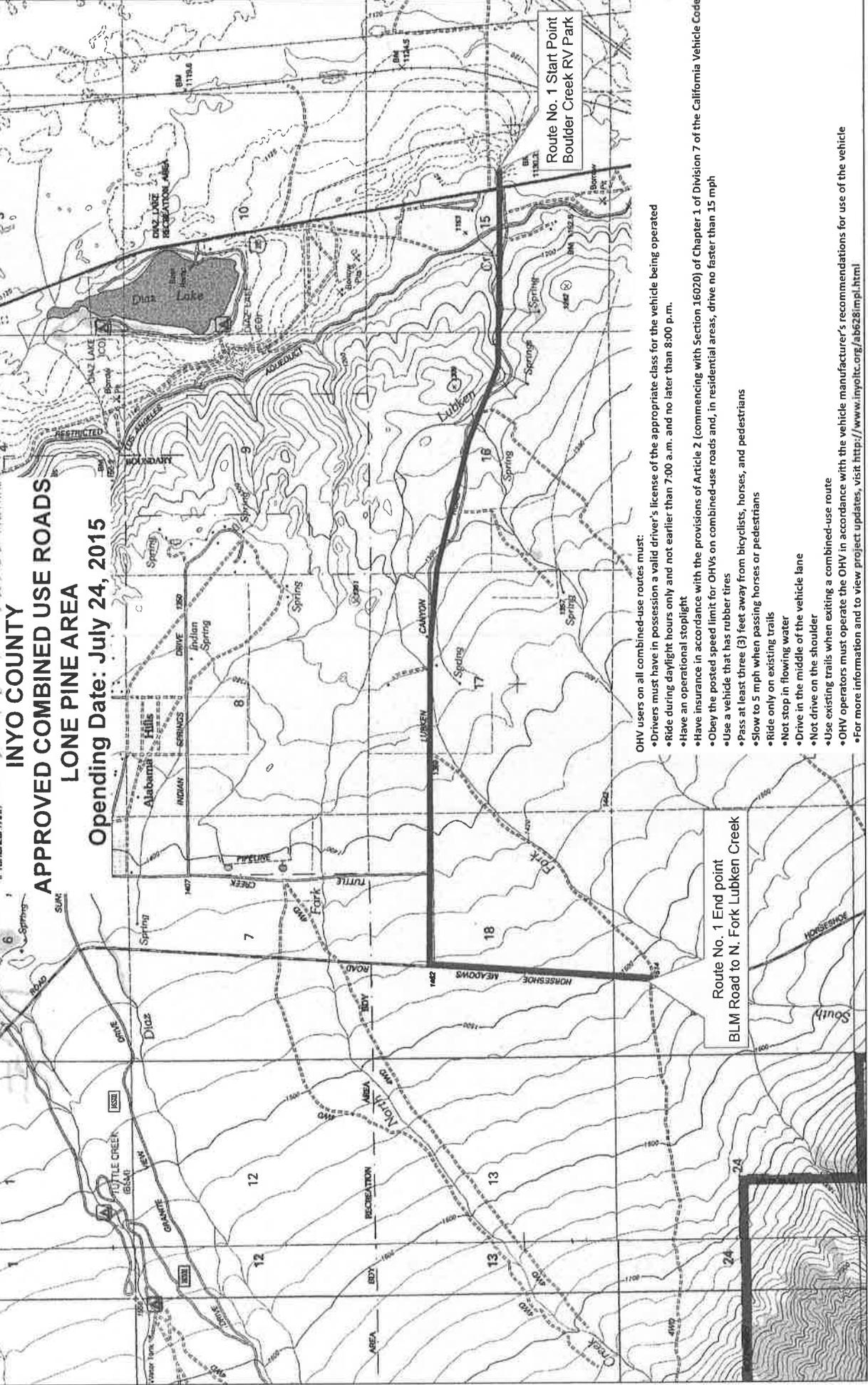
1. A Letter of the Board of Supervisors of the County of Inyo, State of California , addressed to the California Legislature that includes:
 - Exhibit A: Maps of Approved Combined Use Routes
 - Lone Pine No. 1
 - Independence No. 1
 - Bishop No. 15
 - Exhibit B: Assembly Bill 628
 - Exhibit C: Inyo County AB 628 Implementing Procedures
 - Exhibit D: Route Monitoring Report
 - Exhibit E: Minutes from January 22, 2015 Board of Supervisors hearing
 - Exhibit F: Assembly Bill 628 Implementation Timeline Spreadsheet
 - Exhibit G: Traffic Count Report
 - Exhibit H: Draft Minutes from December 8, 2015 Public Hearing

2. Reference Material Available on the worldwide web
 - a. Agenda Request Packet for January 22, 2015 approval hearing
[http://www.inyocounty.us/Board_of_Supervisors/AgendaSprt/2015-01-22_\(Special_Meeting\).pdf](http://www.inyocounty.us/Board_of_Supervisors/AgendaSprt/2015-01-22_(Special_Meeting).pdf)
 - b. Draft EIR (see <http://www.inyocounty.us/ab628/>)
 - c. Final EIR (see <http://www.inyocounty.us/ab628/>)
 - d. Combined-use applications, CHP Safety Determination submittals, and proposed route maps (see http://www.inyoplanning.org/projects/at/AdvTrails_ApplicationSummary.pdf)

INYO COUNTY APPROVED COMBINED USE ROADS INDEPENDENCE AREA Opening Date: July 14, 2015



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



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

Opening Date: July 24, 2015

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

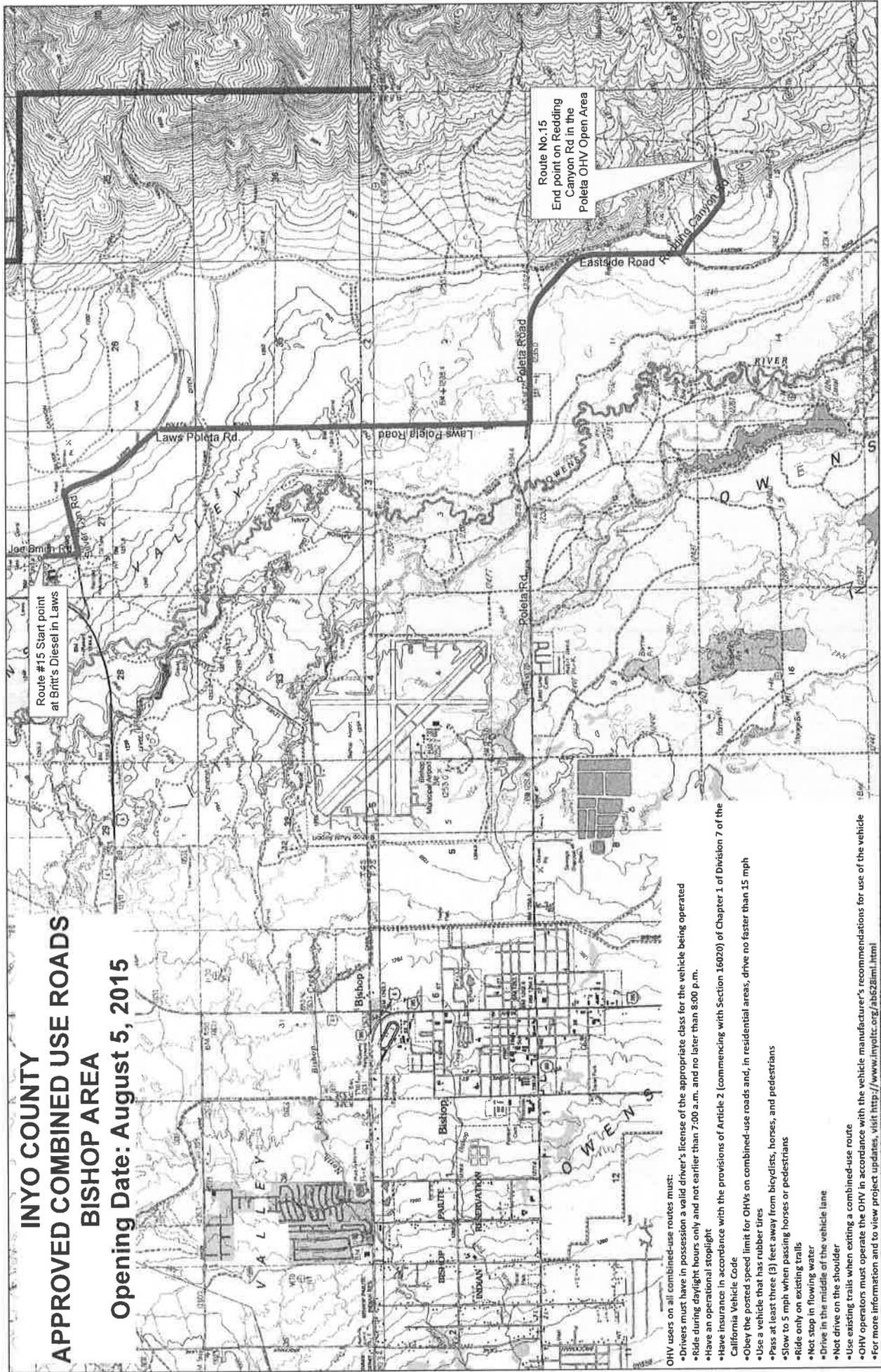
**Route No. 1 Start Point
Boulder Creek RV Park**

OHV users on all combined-use routes must:

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

INYO COUNTY APPROVED COMBINED USE ROADS BISHOP AREA

Opening Date: August 5, 2015



Route #15 Start point
at Brit's Diesel in Laws

Route No. 15
End point on Redding
Canyon Rd in the
Poleta OHV Open Area

- OHV users on all combined-use routes must:
- Drivers must have in possession a valid driver's license of the appropriate class for the vehicle being operated
 - Ride during daylight hours only and not earlier than 7:00 a.m. and no later than 8:00 p.m.
 - Have an operational stoplight
 - Have insurance in accordance with the provisions of Article 2 (commencing with Section 16020) of Chapter 1 of Division 7 of the California Vehicle Code
 - Obey the posted speed limit for OHVs on combined-use roads and, in residential areas, drive no faster than 15 mph
 - Use a vehicle that has rubber tires
 - Pass at least three (3) feet away from bicyclists, horses, and pedestrians
 - Slow to 5 mph when passing horses or pedestrians
 - Ride only on existing trails
 - Not stop in flowing water
 - Drive in the middle of the vehicle lane
 - Not drive on the shoulder
 - Use existing trails when exiting a combined-use route
 - OHV operators must operate the OHV in accordance with the vehicle manufacturer's recommendations for use of the vehicle
 - For more information and to view project updates, visit <http://www.inyoctc.org/ab6528.html>

Exhibit B

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

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

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

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

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

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

LEGISLATIVE COUNSEL'S DIGEST

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

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

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

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

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

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

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

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

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

<< CA VEHICLE § 38026 >>

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

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

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

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

portion ***of the highway.

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

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

<< CA VEHICLE § 38026.1 >>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<< CA VEHICLE § 38026.5 >>

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

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

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

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

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

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

CA LEGIS 532 (2011)

END OF DOCUMENT

Inyo County Assembly Bill 628 Implementing Procedures

January 22, 2015

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

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

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

The map should display:

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

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

- b. The Applicant can submit the application in multiple sections if they choose. If so, a cover letter to the application should state this.
- c. Once the application is submitted, the contents of the application will be available for public review.

3. The Inyo County Department of Public Works shall be responsible for the evaluation and processing of any combined-use applications.

4. The County shall determine if the application packet is complete. The County shall notify the Applicant via e-mail or telephone within 30 days if the application is complete. If feasible, this determination should be made earlier.

5. Within 120 days of the date the County deems the application complete, the County shall accept or reject the application. This period may be extended by the County, upon written notification to the applicant, together with the reason necessitating the extension. During the 120 day period, the County will do the following:

- a. Submit copies of the application to responsible State and/or land management agencies for confirmation of the validity of any trail segment and/or general comments, requesting that the requested information be provided within 60 days. The County shall provide copies of the application to pertinent land management agencies or owners to ensure conformance with the land manager's Land Use Plan. "Pertinent agencies or owners" are defined as those which own, manage, or have jurisdiction for 1) road segments which connect to County roads identified in the application, 2) the land crossed by a County road identified in the application, or 3) the land adjacent to a combined use segment;
- b. Submit the combined-use application to the Commissioner of the California Highway Patrol and ask for a determination if the proposed combined-use segment will create a potential traffic safety hazard. If the combined-use segment is determined by the Commissioner of the California Highway Patrol to have the potential to create a traffic hazard, that segment shall be dropped from consideration.

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

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

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

OHV users on all combined-use routes must:

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

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

Exhibit D

Route Monitoring Report

October 2015

Bishop Route 15 Laws to Poleta

October 19, 2015

- No new roads created.
- No vandalism to mixed use signage or carsonites
- No evidence of ATV/UTV running on shoulder of road ways
- No evidence of increased trash along route
- Some wear of ATV logo painted on roadway in Laws area
- No clear start/stop signage on Joe Smith Rd.
- State of Calif. OHV Funds Used – Sticker added to all signage

Lone Pine Route 1 Boulder Creek RV Park to BLM road N. Fork Lubkin Canyon

October 22, 2015

- No new roads created
- No vandalism to mixed use signage or carsonites
- No evidence of increased trash along route
- No clear start/stop signage at Boulder Creek (Signage to be installed)
- Carsonites westbound on Lubkin Canyon exceed 1 mile spacing (Signage to be installed at intersection of Tuttle & Lubkin Canyon)
- No vandalism of Off highway crossing signage on 395

Independence Route 1 Independence Hotel to Betty Jumbo Mine Road

October 27, 2015

- No new roads created.
- No vandalism to mixed use signage or carsonites
- No evidence of ATV/UTV running on shoulder of road ways
- No evidence of increased trash along route
- Staging noted at existing campsite on BLM land
- State of Calif. OHV Funds Used – Sticker added to all signage

Exhibit E

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 22nd day of *January, 2015* an order was duly made and entered as follows:

P.W./Adventure Trails Pilot Project Public Hearing

The Chairperson opened the public hearing at 10:03 a.m. to take public comment on the Eastern Sierra ATV Adventure Trails System Project and to consider a draft Resolution titled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Certifying the Final Environmental Impact Report Concerning, and Making Certain Findings, Adopting Mitigation Measures, Adopting a Mitigation Monitoring and Reporting Program, Approving an Eastern Sierra ATV Adventure Trails System Project, and Adopting Rules and Regulations for the Use of the Adventure Trails System," or modifications thereto as directed by the Board, which does the following:

1. Certifies that the Final Environmental Impact Report was prepared in compliance with the California Environmental Quality Act (CEQA), was presented to and considered by the Board, and that the FEIR reflects the independent judgment of the Board;
2. Makes findings as required by CEQA;
3. Adopts the mitigation measures Identified in the FEIR;
4. Adopts a Mitigation Monitoring and Reporting Program;
5. Approves the combined-use routes recommended by staff or as designated by the Board;
6. Provides that designation of a combined-use route shall not become effective until all required warning and informative signs on the route have been installed and, if necessary, approval of start point and/or end point located on City of Los Angeles-owned land has been obtained from the City of Los Angeles Department of Water and Power;
7. Adopts requirements and regulations for use of the designated combined-use routes; and
8. Approves Revised Inyo County Assembly Bill 628 Implementing Procedures; and
9. Provides that if California Vehicle Code section 38021.6 is repealed on January 1, 2017 as provided by AB 628, and if no legislation replacing Vehicle Code section 38021.6 has been adopted as of that date, any designation of a route as a combined-use route shall be deemed rescinded and all signage shall be removed from such a route.

CONTINUED ON FOLLOWING PAGES

WITNESS my hand and the seal of said Board this 22nd

Day of January 2015



KEVIN D. CARUNCHIO
Clerk of the Board of Supervisors

By:

Patricia Gunsolley
Patricia Gunsolley, Assistant

Routing	
CC X	_____
Purchasing	_____
Personnel	_____
Auditor	_____
CAO	_____
Other P.W. - Planning	_____
DATE: February 5, 2015	

1. Certifies that the Final Environmental Impact Report was prepared in compliance with the California Environmental Quality Act (CEQA), was presented to and considered by the Board, and that the FEIR reflects the independent judgment of the Board;
2. Makes findings as required by CEQA;
3. Adopts the mitigation measures identified in the FEIR;
4. Adopts a Mitigation Monitoring and Reporting Program;
5. Approves the combined-use routes recommended by staff or as designated by the Board;
6. Provides that designation of a combined-use route shall not become effective until all required warning and informative signs on the route have been installed and, if necessary, approval of start point and/or end point located on City of Los Angeles-owned land has been obtained from the City of Los Angeles Department of Water and Power;
7. Adopts requirements and regulations for use of the designated combined-use routes; and
8. Approves Revised Inyo County Assembly Bill 628 Implementing Procedures; and
9. Provides that if California Vehicle Code section 38021.6 is repealed on January 1, 2017 as provided by AB 628, and if no legislation replacing Vehicle Code section 38021.6 has been adopted as of that date, any designation of a route as a combined-use route shall be deemed rescinded and all signage shall be removed from such a route.

The Chairperson reviewed the parameters on how today's meeting was going to be conducted. The individual Board Members made opening remarks regarding the project. Mr. Courtney Smith, Transportation Planner, reviewed the staff report and recommendations in detail and at length. He noted specifically that the Applicants have reduced the number of routes to be considered for approval from the 36 routes covered in the EIR to 8 routes, of which Staff is recommending the Board only consider 7. Mr. Josh Hart, Planning Director, explained the route in the Aberdeen area is being removed from consideration because staff believes that the change being requested in the route requires further environmental analysis. Ms. Marlena Baker, Risk Manager, reviewed the County's insurance coverage, providing statistical data accumulated by CSAC Excess Insurance concerning liability exposure, and confirming that the County has no increased exposure to liability as a result of the proposed routes. Sheriff Bill Lutze talked about the County's off-road patrol and enforcement activities and funding. California Highway Patrol (CHP) Captain Tim Noyes introduced Officer Brian Mackenzie who reviewed the CHP's Safety Report on the routes, explaining how he had arrived at the recommendations contained in the report. Mr. Randy Gillespie, representing the Applicants, addressed the Board to provide additional information and further clarification on the request to have 8 routes considered for approval. Mr. Gillespie identified the 8 routes as #5 #6, #7, #9 and #15 in the Bishop Area; #3 in the Aberdeen area; #1 in the Independence area; and #1 in the Lone Pine area. Mr. Steve Toomey also representing the Applicants provided some historical background on the project, explaining that it was the hope of the Applicants to provide some economic revival for the area by providing additional recreational opportunities for our visitors. Mr. Joe Gibson of Meridian Consultants, provided an in-depth review of the Environmental Impact Report and the CEQA requirements. Staff went on to provide the Board with a route by route review.

Recess/
Reconvene

The Chairperson recessed the special meeting and public hearing at 11:30 a.m., to reconvene in open session and the public hearing at 11:45 a.m., with all Board Members present.

The Chairperson reviewed the process whereby the Board would accept comment from the public, requesting that all those wishing to speak fill out a card during the lunch break. He explained that representatives of the various public agencies would be given the opportunity to address the Board first, and then members of the public would have the opportunity. He also informed the audience that the speakers would be provided 3-minutes in which to make their comments. Staff took the opportunity to enter the documents utilized during the presentations into the record, and they were marked and entered as follows:

Exhibit A - The Staff report and all attachments, including the Final Environmental Impact Report - ATV Adventure Trails of the Eastern Sierra and the handout noted "Frequently Asked Questions and its attachments identified as Additional Project

Information Handouts #1, #2, #3 and #4, and all verbal and electronic presentations.

- Exhibit B - Additional correspondence received by the Board of Supervisors after the Staff Report for the meeting was published on January 22, 2015 and provided to the Board and the public prior to the hearing.
- Exhibit C - Additional correspondence received which was not provided to the Board and the public prior to the hearing.
- Exhibit D - A copy of an article from the Journal of Park and Recreation Administration titled Managing Visitor Impacts in Parks: a Multi-Method Study of the Effectiveness of Alternative Management Practices submitted by Mr. Joe Gibson of Meridian Consultants.
- Exhibit E - A Copy of a Masters Paper by Carolyn Grace Wildman titled Discouraging Off-Trail Hiking to Protect Park Resources: Evaluating Management Efficacy and Natural Recovery submitted by Mr. Joe Gibson of Meridian Consultants.
- Exhibit F - Revised Resolution certifying the Final EIR.
- Exhibit G - Revised Resolution designating the individual routes being approved, which will ultimately become 7 individual resolutions, one for each route approved.
- Exhibit H - A draft of the CEQA findings.

Recess/
Reconvene

The Chairperson recessed the special meeting and public hearing at 12:02 p.m., to reconvene in open session in the public hearing at 1:20 p.m., with all Board Members present.

The following people from agencies addressed the Board:

Jan Sudomier of the Great Basin Unified Air Pollution Control District cited an example of why she is disappointed in the County's response to a dust complaint.

Marty Hornick of the U.S. Forest Service addressed potential concerns with the proposed routes and proper monitoring and adequate law enforcement.

Staff responded to questions from the Board regarding the Aberdeen route, and the concern with law enforcement identified by USFS and DWP.

The following members of the public addressed the Board:

Andrew Schier of Bishop questioned the economic benefit associated with motorized recreation.

David Lee opposed the project.

Lynne Greer supported the project.

Dan Stone, representing Vets Helping Vets, supported the project saying this provides access to the disabled.

Roz Gorham opposed the project.

Steve Canter of Vets Helping Vets supported the project.

Denise Waterbury was opposed to the Cowboy Kiosk signs and the project.

Scott Knapp opposed the project because of dust and noise.

Todd Vogel opposed the project questioning the adequacy of the EIR.

Dan Conner opposed the project addressing concerns with local CHP enforcement.

Frank Stewart opposed the project, questioning the adequacy of the EIR and the fact that the EIR approves the routes originally requested and not just the 8 that are being considered.

David Tanksley supported the project and encouraged the Board to adopt the EIR and approve the 7 routes that staff is recommending be approved.

Bill Mitchel opposed the project saying that he did not believe there was sufficient data.

Greg Weirick supported the project and requested the Board certify the EIR.

County Counsel requested that the documentation that has been presented from those addressing the Board thus far be entered into the record and it was entered into the record as

- Exhibit - I
- 1 – letter from Sgt. Doug Schuster, Boating Safety Supervisor, Mojave County Arizona Sheriff's Department, saying there has been no impact as a result of ATV's operating on the roadway.
 - 2 – correspondence from Jan Sudomier regarding a dust emission complaint.
 - 3 – emails from individuals supporting the project.
 - 4 – David Lee letter opposing the project.
 - 5 – action Alert flyers signed by supporters of the project.
 - 6 – action alert flyers signed by supporters of the project.
 - 7 – a Honda TRX700XX, a Polaris Sportsman 550, and Yamaha YXR66FW Owners Manuals warning against operating ATV on paved surfaces.
 - 8 – letter from Adventure Trail System of the Eastern Sierra LLC, the Applicants, proposing the Board consider 8 routes, signed by Dick Noles.
 - 9 – letter from Frank Stewart identifying the reasons he is opposing the project.

Diana Cunningham opposed the project because of damage to the resource and concern with sufficient enforcement.

Michael Prather opposed the project expressing concern with trail propagation that was identified by DWP.

Jennifer Williams of the Mono County VFW, supported the project saying it is important to provide access to the handicapped.

John Harris supported the project saying he felt having a route go by his house would increase his property value. He presented action alert flyers signed by those supporting the project and they were marked and entered into the record as follows:

- Exhibit J Action alert flyers signed by supporters of the project which were presented by Mr. Harris and several of the following speakers and combined as Exhibit J.

Doug Brown supported the project saying that he thinks it will help promote recreation and the local economy.

Pam Vaughn opposed the project because of the damage it will do to the land and suggesting this go on the ballot.

Sam Dean supported the project because it promotes another aspect of recreational activities and it will help the local economy. He provided copies of the action alert flyers signed by supporters of the project. These documents were marked and entered into the record as follows:

Jeffrey Wenger supported the project saying he would like to see the project move into Mono County.

Nick Sprague opposed the project saying he does not believe it will be a benefit to the area.

Alex Yerkes supported the project saying it will help boost the areas failing economy and to support education for the users.

James Wilson opposed the project.

Recess/
Reconvene

The Chairperson recessed the special meeting and public hearing at 2:50 p.m. to reconvene in open session in the public hearing at 3:00 p.m., with all Board Members present.

The Board continued to hear from members of the public as follows:

Joe Todd supported the project

Randy Short supported the project on behalf of wounded warriors and veterans.

Daniel Pritchett supported the wounded warriors, but opposed the project.

Em Holland who lives in Paradise opposed the project saying she believes the EIR is flawed.

Susan Greenleaf opposed the project.

Steve McLaughlin opposed the project and talked about potential and indirect impacts of the project that have not been identified.

Adam Garcia supported the project saying he thinks it will be good for the communities.

April Zrelak representing the Lone Pine Paiute Shoshone Reservation expressed concern that any economic gain will be offset by impacts from increased dust.

Dave Patterson supported the project.

Tom Budlong opposed the project.

Charles Massieon opposed the project.

Marty Fortney supported the project and supported reinstating the Aberdeen Route, citing greater recreational opportunities for the visitors and a boost to the County's economy.

Linda Arcularius addressed the Board to support the project and provided additional information to provide context to the debate.

Nate Gratz, supported the project and explained that because he is a paraplegic the only way he has an opportunity to enjoy the backcountry is on an off-road vehicle.

Sydney Quinn opposed the project questioning whether the EIR addresses the CEQA requirements for cumulative impacts.

Gregg Smith opposed the project.

Jon Patzer supported the project explaining he has concern for the loss of local jobs and recreational opportunities for our visitors.

Bruce Cotton, a disabled veteran, supported the project because it provides more access for the disabled.

Ileene Anderson of the Center for Biological Diversity opposed the project, asking the Board to reject the EIR because it addresses more than just the 7 routes being proposed today.

Darla Heil opposed the project.

Sue Hutson opposed the project saying that the project will not help the economy if it damages the resource.

Kathy Heater opposed the project.

Caryn Todd supported the project because it will help the local economy.

Recess/
Reconvene

The Chairperson recessed the special meeting and the public hearing at 4:15 p.m., to reconvene in open session in the public hearing at 4:35 p.m., with all Board Members present.

The Board discussed the project with the individual Board Members responding to public comments and asking questions about certain aspects of the project including (a) the process for the Safety Determinations by the CHP on future applications; (b) local law enforcement; (c) citizen participation in the enforcement process; (d) the County's ability to assist with the law enforcement efforts on federal and City of LADWP lands; (e) the process whereby further routes are considered; (f) signage; (g) the Mitigation Monitoring and Reporting Plan; (h) air quality; (i) noise levels and monitoring; (j) economic analysis; (k) the adequacy of the EIR; (l) information that can be obtained as a result of a managed system; (m) how to reconcile OHV owners manual cautions regarding operations of off road vehicles on hard surfaces. Staff, the Consultant, and Special Council, responded to the Board Members questions and comments. The Chairperson closed the public hearing at 5:50 p.m. The Board went into its deliberations on the project.

Supervisor Griffiths said in looking at the assertions of the FEIR that the Program will reduce impacts because of education and signage and proper mitigation and monitoring, that he believes the implementing procedures can be strengthened in order to regulate and control the system so that actual reduction of impacts are accomplished. He suggested the following five changes to the implementing procedures:

1. The Board should consider passing an ordinance that would allow Inyo County law enforcement to enforce resource damage on City of Los Angeles Department of Water and Power and federal lands, which would need to go through the public process to adopt an ordinance.
2. In the development of the baseline data satellite and/or aerial photography will be used to determine exactly what is on the ground now and, as the Program proceeds, to help accurately determine whether there has been any proliferation or resource damage, and extending this information to the end point of the route so that if the end point is an off road vehicle area then the County can assess what sort of impacts are there on the ground.
3. With regard to strengthening the reporting system, some of which is already detailed in no. 13 of the Implementing Procedures, create a web site that the public and/or land management agencies could report damage or user conflicts that they see.
4. With regard to monitoring, there are currently three days dedicated for monitoring, there needs to be more time dedicated for this activity. Mr. Quilter explained that the type of equipment used to perform this monitoring is maxed at three days. The Board and staff discussed this and it was suggested that the monitoring could be performed multiple times in a year instead of just one three-day period per year.
5. There is process for route closures is expanded to include a process for temporary route closures, so that if a problem is identified, the route may be temporarily closed until the issue is resolved, then the route could be reopened.

The Board Members went on to talk about the project with Supervisor Totheroh saying that his questions had been resolved during the previous discussion and saying that he supported Supervisor Griffith's suggestions for strengthening the Implementing Procedures. In responding to a question from the Board regarding the next step in the process should the Board wish to consider Supervisor Griffith's recommendations for strengthening the Implementing Procedures, Mr. Greg James, Special Counsel, explained that the Board will need to make a motion to certify

that the FEIR was prepared in compliance with CEQA, was presented to and considered by the Board of Supervisors, and certifying that the FEIR reflects the independent judgment of the Board of Supervisors. Mr. James went on to explain that if the Board takes that action, then the Board could proceed to evaluate and choose the routes to be approved. He also said the implementing procedures could be amended and brought back later this evening to be adopted with the changes suggested by Supervisor Griffiths based on the Board's direction. Supervisor Kingsley expressed his support for the project and asked for a motion. Supervisor Tillemans indicated that he wanted to make a motion to certify the FEIR but prior to doing that he wanted to make some comments to explain his motion and position. He cited a trip to Sedona, Arizona, where there is a large amount of off road vehicle use, as an example of a managed trail system that is very effective. He said that he believes a managed trail system could be beneficial to mitigating possible current impacts to the resources that may be occurring as a result of a non-managed system. He also explained that this Program, which is California law, is the result of a local grassroots effort, and he believes it is his job to support these types of efforts. He went on to remind everyone that this is a pilot project that has a sunset date and encouraged everyone to let the Project move forward, allow the baseline data to be accumulated to provide the information to make an informed decision on whether a managed trail system will work in our area. Supervisor Pucci said that with the applicant's modifications to the project to reduce the number of routes from 36 to 7, he believes this is now truly a pilot project. He noted that the residential and neighborhood routes which appeared to be the most controversial have been removed and that with the changes suggested by Supervisor Griffiths to strengthen the Implementing Procedures, there is a great opportunity to monitor the project for not only the negative impacts but also for the positive impacts.

Resol. #2015-07/
Certifying FEIR for
Adventure Trails
System Complies
with CEQA

On a motion by Supervisor Tillemans and a second by Supervisor Pucci, Resolution No. 2015-07 was adopted, certifying that the Final Environment Impact Report (FEIR) for the Eastern Sierra ATV Adventure Trails System Project was prepared in compliance with CEQA, was presented to and considered by the Board of Supervisors, and certifies that the FEIR reflects the independent judgment of the Board of Supervisors, and revises the County's Implementing Procedures concerning the Project as detailed in today's discussion: motion unanimously passed and adopted. (Exhibit A – Mitigation Monitoring and Reporting Plan was added after the break.) (Separate motion approving Exhibit B.)

The Board and staff went on to discuss the proposed routes to be approved for the project which were Routes #5, #6, #7, #9 and #15 in the Bishop Area, Route #1 in Independence, and Route #1 in Lone Pine. Moved by Supervisor Griffiths and seconded by Supervisor Totheroh to accept the applications for the 7 routes and direct staff to return with either one all encompassing resolution or seven individual resolutions accepting the routes. Motion carried unanimously.

Recess/
Reconvene

The Chairperson recessed the special meeting and the public hearing at 6:27 p.m. to reconvene in open session at 8:30 p.m., with all Board Members present.

County Counsel reviewed the Board's actions regarding the adoption of a Resolution that certifies the FEIR as required by CEQA. She also explained that there are two attachments to the resolution, one is the modifications to the Implementing Procedures identified by Supervisor Griffiths and the other is the Mitigation and Monitoring Plan which was approved by the Resolution. Ms. Kemp-Williams explained that there are two versions of the modifications to the Implementing Procedures for the Board to review and whichever one the Board approves as best reflecting the Board's directions concerning the modification will be included as Exhibit B to the Resolution.

The Board heard from Mr. Clint Quilter, Public Works Director, and Mr. Courtney Smith, Transportation Planner, who reviewed the differences in the documents, specifically Section 12. The Board and staff discussed the wording of Section 12 of Exhibit B in detail, as well as the section designations of 11, 19, and 23, changing the wording in Section 14d to include a 7 day survey, in Section 14F to include the website, adding Section 20 to address temporary route closures; and in Section 24 adding the word "consider" in front of pass.

Moved by Supervisor Griffiths and seconded by Supervisor Totheroh to accept Exhibit B to Resolution #2015-07 as amended to have Section 12 read "Using aerial or satellite imagery, Inyo County will create a baseline that encompasses the area adjacent to each designated route, including the end point in a manner adequate to identify and monitor route proliferation," and other changes discussed above. Motion carried unanimously.

County Counsel went on to explain and provide the Board with copies of individual resolutions approve each of the 7 routes, which were prepared per the Board's directions.

Resol. #2015-08/
Approving Bishop
Rt. #05 of the
Adventure Trails
System

On a motion by Supervisor Pucci and a second by Supervisor Griffiths, Resolution No. 2015-08 was adopted designating Bishop Route #5 as identified in the Eastern Sierra ATV Adventure Trails System Project Application as a combined route and adopting certain mitigation measures identified in the FEIR and adopting rules and regulations for the use of the route; motion unanimously passed and adopted.

Resol #2015-09/
Approving Bishop
Rt. #6 of the
Adventure Trails
System

On a motion by Supervisor Griffiths and a second by Supervisor Pucci, Resolution No. 2015-09 was adopted designating Bishop Route #6 as identified in the Eastern Sierra ATV Adventure Trails System Project Application as a combined use route and adopting certain mitigation measures identified in the FEIR and adopting rules and regulations for the use of the route; motion unanimously passed and adopted.

Resol. #2015-10/
Approving Bishop
Rt. #7 of the
Adventure Trails
System

On a motion by Supervisor Totheroh and a second by Supervisor Pucci, Resolution No. 2015-10 was adopted designating Bishop Route #7 as identified in the Eastern Sierra ATV Adventure Trails System Project Application as a combined use route and adopting certain mitigation measures identified in the FEIR and adopting rules and regulations for the use of the route; motion unanimously passed and adopted.

Resol. #2015-11/
Approving Bishop
Rt. #9 of the
Adventure Trails
System

On a motion by Supervisor Tillemans and a second by Supervisor Griffiths, Resolution No. 2015-11 was adopted designating Bishop Route #9 as identified in the Eastern Sierra ATV Adventure Trails System Project Application as a combined use route and adopting certain mitigation measures identified in the FEIR and adopting rules and regulations for the use of the route; motion unanimously passed and adopted.

Resol. #2015-12/
Approving Bishop
Rt. #15 of the
Adventure Trails
System

On a motion by Supervisor Tillemans and a second by Supervisor Griffiths, Resolution No. 2015-12 was adopted designating Bishop Route #15 as identified in the Eastern Sierra ATV Adventure Trails System Project Application as a combined use route and adopting certain mitigation measures identified in the FEIR and adopting rules and regulations for the use of the route; motion unanimously passed and adopted.

Resol. #2015-13/
Approving Indy Rt.
#1 of the Adventure
Trails System

On a motion by Supervisor Tillemans and a second by Supervisor Pucci, Resolution No. 2015-13 was adopted designating Independence Route #1 as identified in the Eastern Sierra ATV Adventure Trails System Project Application as a combined use route and adopting certain mitigation measures identified in the FEIR and adopting rules and regulations for the use of the route; motion unanimously passed and adopted.

Resol. #2015-14/
Approving L.P. Rt.
#1 of the Adventure
Trails System

On a motion by Supervisor Griffiths and a second by Supervisor Tillemans, Resolution No. 2015-14 was adopted designating Lone Pine Route #1 as identified in the Eastern Sierra ATV Adventure Trails System Project Application as a combined use route and adopting certain mitigation measures identified in the FEIR and adopting rules and regulations for the use of the route; motion unanimously passed and adopted.

County Counsel went on to provide the Board with a copy of a resolution that makes findings required by CEQA for the individual 7 designated combined use routes and adopting the Mitigation Monitoring and Reporting Program.

Resol. #2015-15/
CEQA Designate
Combined Routes
& MMP

On a motion by Supervisor Pucci and a second by Supervisor Tillemans, Resolution No. 2015-15 was adopted, making findings required by CEQA with regard to the 7 routes designated as combined use routes in the Adventure Trails System and adopting the Mitigation Monitoring and Reporting Program; motion unanimously passed and adopted.



December 8, 2015

Courtney Smith
 Transportation Planner
 Inyo County LTC
 168 North Edwards Street
 Independence, CA 93526

Inyo County AB 628 Classification Survey

Introduction

This letter presents the results of a custom traffic classification survey conducted at six locations throughout Inyo County, California between November 5th, 2015 and November 8th, 2015. This custom traffic classification survey collected a total of 72 hours of data at each of the six study locations. The purpose was to collect usage data on combined-use routes within Inyo County.

Count Locations

The six count locations are shown in **Table 1**. Each of these locations are along a designated combined-use route. The locations are located near the communities of Bishop, Independence, and Lone Pine.

Road	Location	Nearest Community	Estimated Traffic Volume
Mazourka Canyon Road	On a dirt portion of the road about 7.2 miles from US 395	Independence (about 7.2 miles east of US 395)	<100 vehicles per day
Mazourka Canyon Road (dirt)	About 100 yards east of Clay Street	Independence (on the edge of town)	<100 vehicles per day
Lubken Canyon Road	100-200 yards west of US 395	Lone Pine (about a mile south of town)	<100 vehicles per day
Horseshoe Meadows Road	About 100 yards south of Lubken Canyon Rd	Lone Pine (about five miles SW of town)	~100-400 vehicles per day depending on the season
Poleta Road	About 100 yards east of Laws Poleta Road	Bishop (a few miles east of town)	~200-500 vehicles per day
Silver Canyon Road	Between Joe Smith Road and Laws Poleta Road	Bishop (a few miles east of town)	<100 vehicles per day

Table 1. Count Locations

Traffic Works, LLC
 6170 Ridgeview Court, Suite B
 Reno, NV 89519
 775.322.4300
 www.Traffic-Works.com

Methodology

Data was collected with video recording technology which was placed in the field for 72 hours at each site. The equipment was installed in the field during the afternoon and evening of Thursday, November 5th and was taken down during the afternoon and evening of Sunday, November 8th. The video files were reviewed and data compiled in the office after it was collected. All roadway user volumes shown in this report are the aggregate totals of all roadway users traveling in both directions along the study roadways.

Classifications

During data breakdown, roadway users were categorized into the following classifications:

- Quads/ATVs
- UTVs/Side by Sides
- Cars
- Pickups/Jeeps (4x4)
- Pickups w/ trailer
- Single-Unit Trucks
- Large Trucks
- Bicycles
- Pedestrians
- Equestrians
- Dirt Motorcycles
- Street Motorcycles

Results

Figure 1 shows the total volume of all users recorded at each site during the full 72 hour period. This graph shows that the Poleta Road location had the highest use followed by Silver Canyon Road.

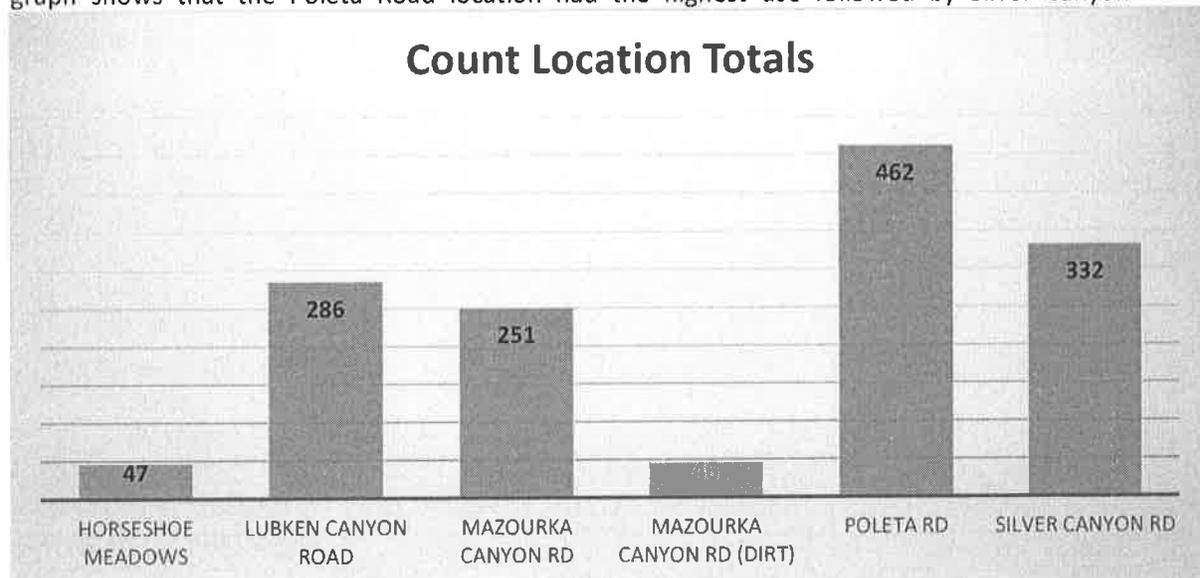


Figure 1. Count Location Totals

Mazourka Canyon Road (Dirt Road) recorded the lowest total volume, followed by the Horseshoe Meadows locations. A high percentage of the use on Mazourka Canyon Road was dirt motorcycles. Quads, ATVs, Side-by-Sides and other Off Highway Vehicles were observed throughout the study locations.

A graph for each location detailing the total volume recorded under each classification category is included in **Appendix A**. Additional information regarding the hourly classification totals for each location can be found in the attached data sheets.

Thank you for this opportunity to assist the Inyo County Local Transportation Commission with this matter.

Please do not hesitate to contact us at 775.322.4300 with any questions or concerns.

Sincerely,
TRAFFIC WORKS, LLC

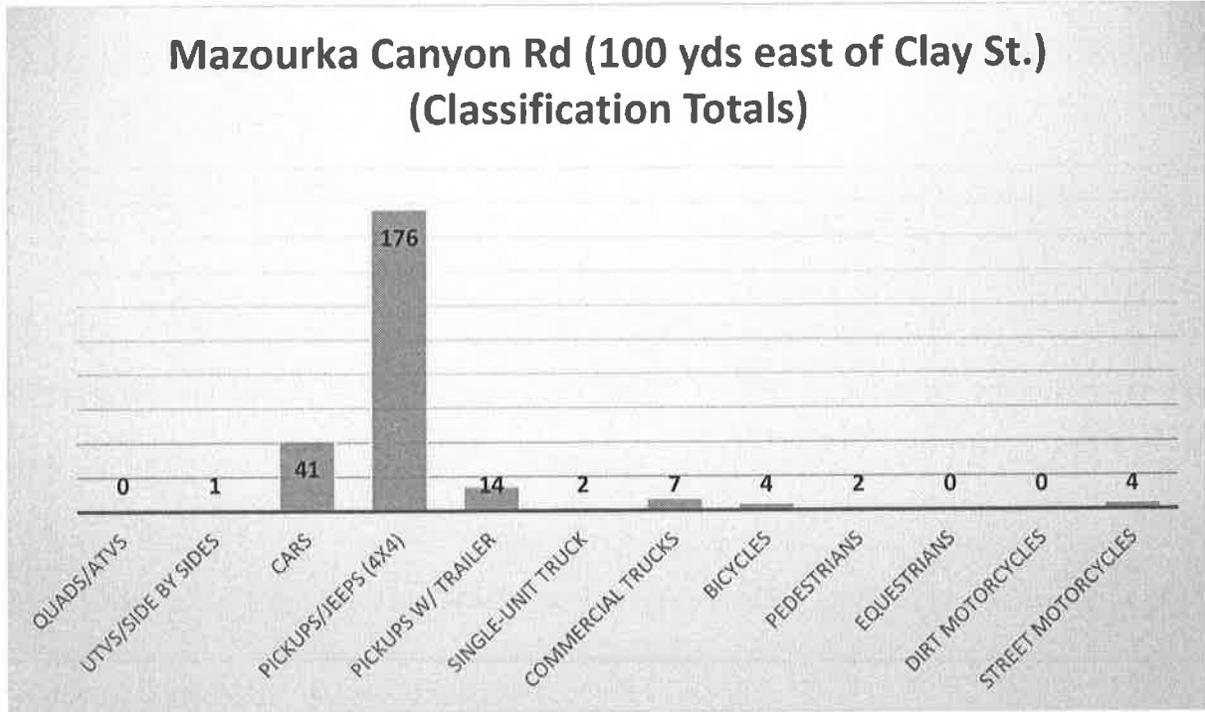
Loren E. Chilson, PE

Principal

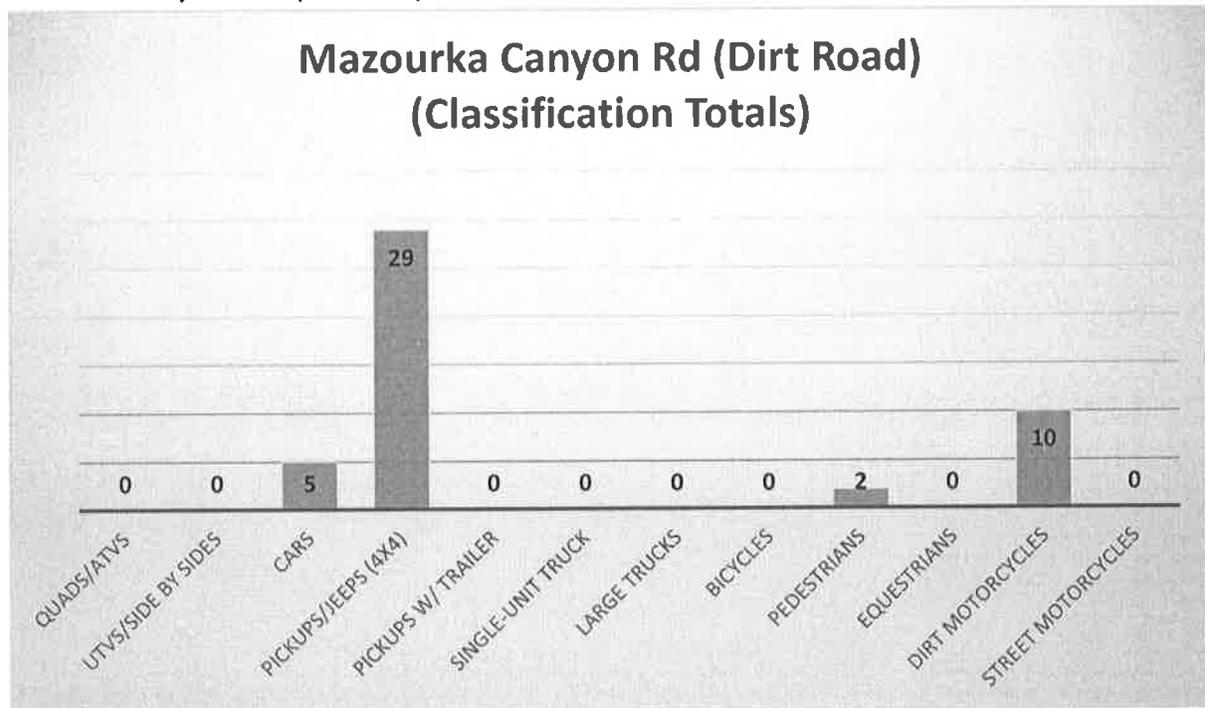
Attachments: 1) Traffic Classification Data Summary Sheets (6)

APPENDIX A

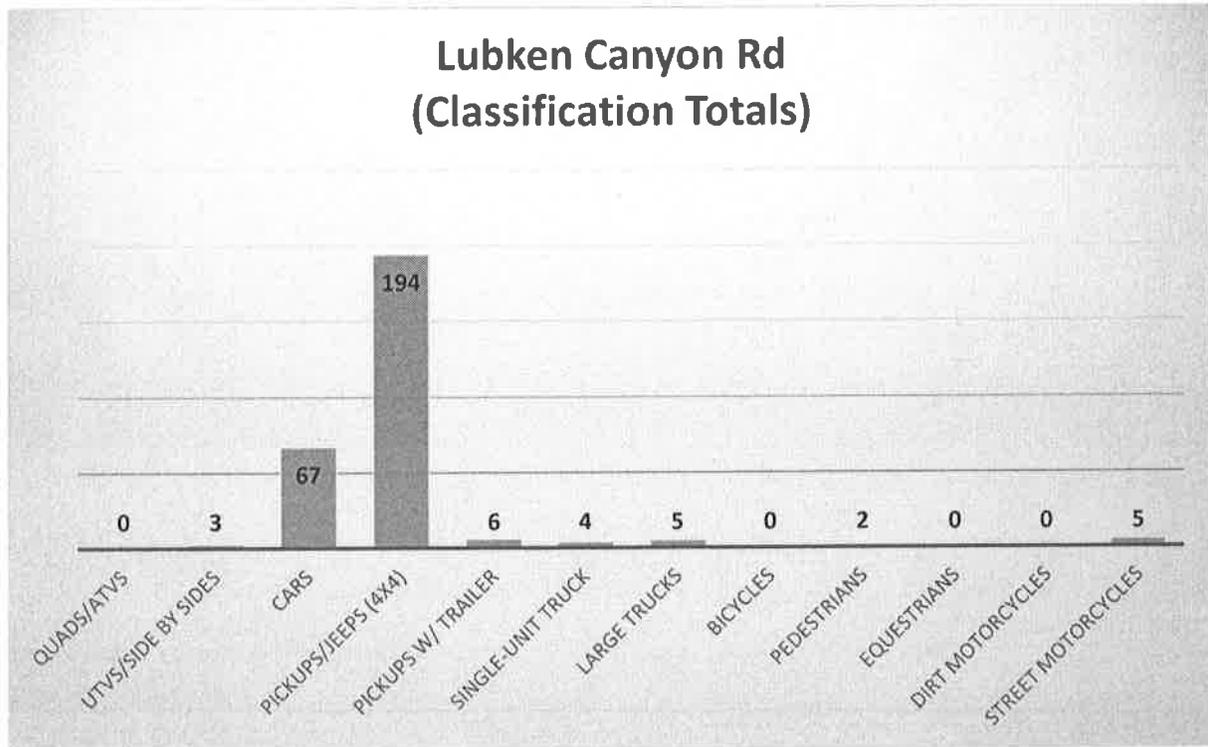
Mazourka Canyon Road (100 Yards East of Clay)



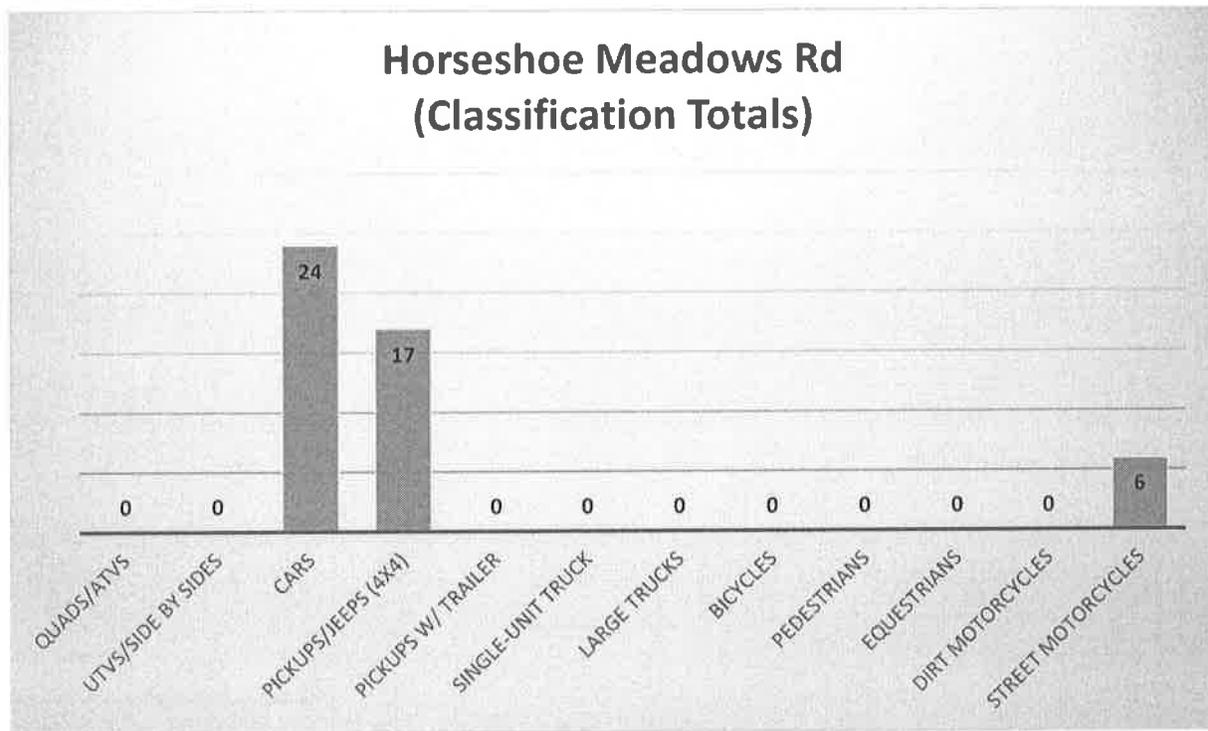
Mazourka Canyon Road (Dirt Road)



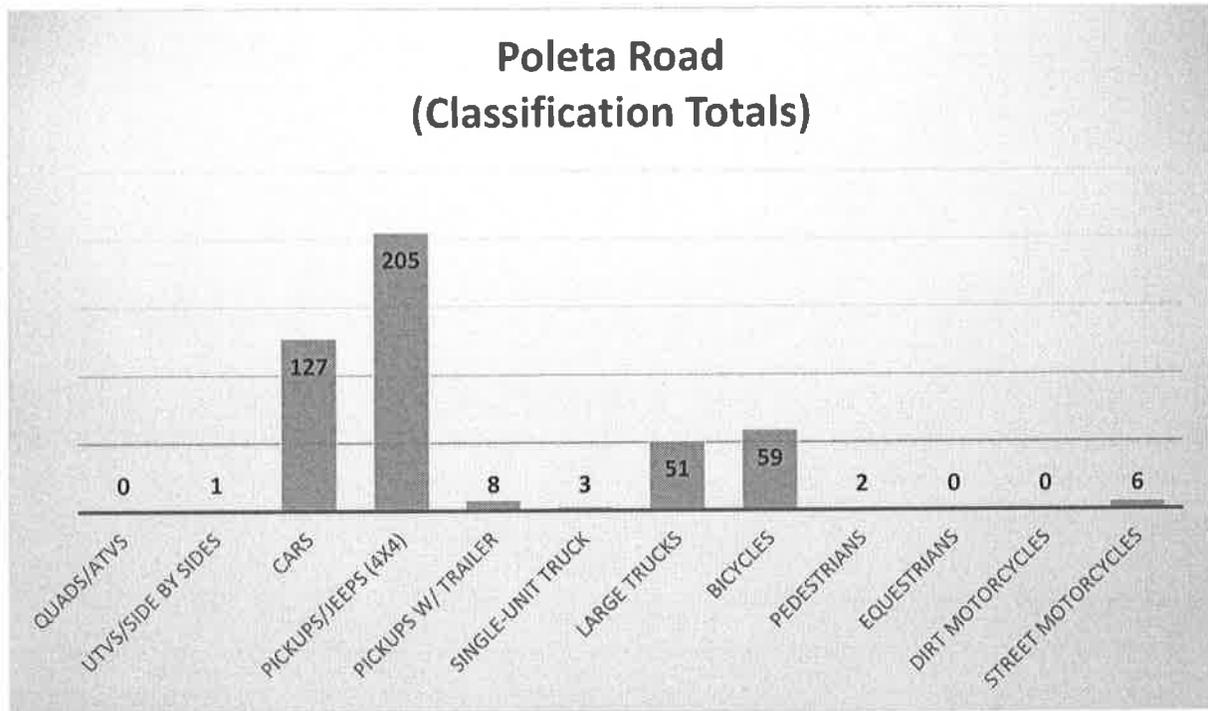
Lubken Canyon Road



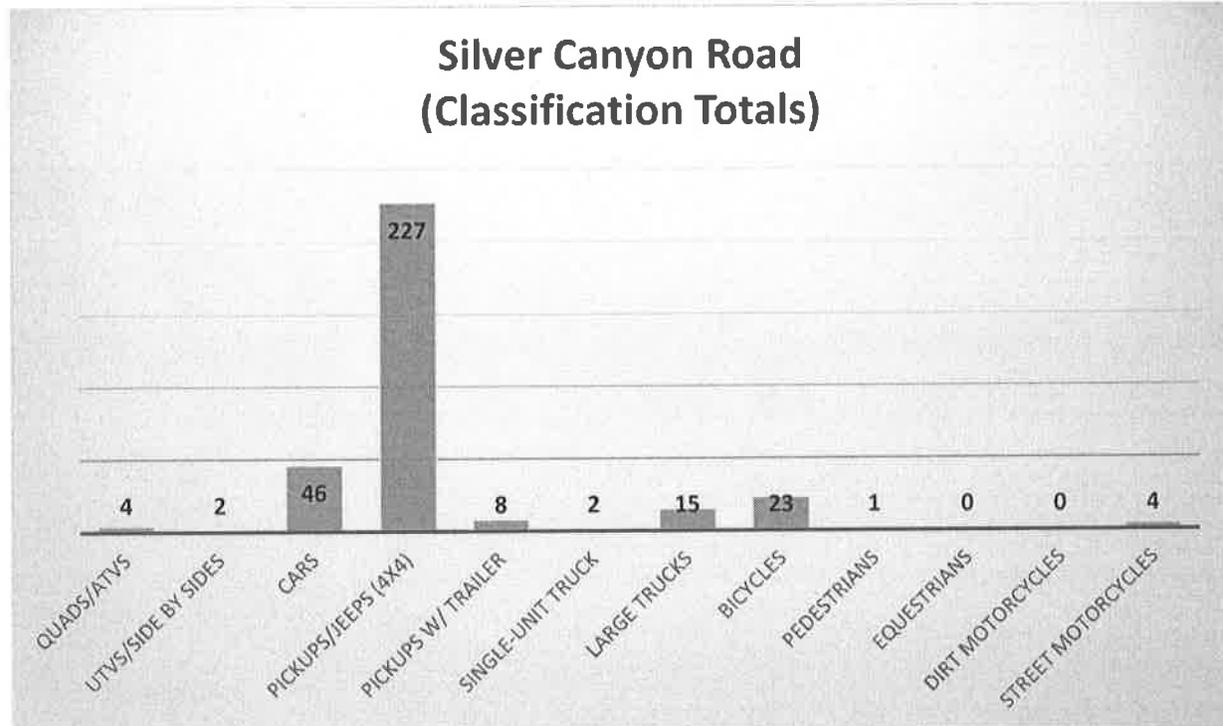
Horseshoe Meadows Road



Poleta Road



Silver Canyon Road



GOVERNMENT CODE

SECTION 9795

9795. (a) (1) Any report required or requested by law to be submitted by a state or local agency to the Members of either house of the Legislature generally, shall instead be submitted as a printed copy to the Secretary of the Senate, as an electronic copy to the Chief Clerk of the Assembly, and as an electronic or printed copy to the Legislative Counsel. Each report shall include a summary of its contents, not to exceed one page in length. If the report is submitted by a state agency, that agency shall also provide an electronic copy of the summary directly to each member of the appropriate house or houses of the Legislature. Notice of receipt of the report shall also be recorded in the journal of the appropriate house or houses of the Legislature by the secretary or clerk of that house.

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

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

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

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

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



BOARD OF SUPERVISORS COUNTY OF INYO

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Clerk of the Board

PATRICIA GUNSOLLEY
Assistant Clerk of the Board

PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the Inyo County Board of Supervisors will conduct a public hearing on Tuesday, December 15, 2015, at 11:00 a.m., in the Board of Supervisors Room at the County Administrative Center, in Independence, to take public comment and to consider a report to the California Legislature evaluating the "Adventure Trails" combined-use pilot project pursuant to Assembly Bill (AB) 628.

AB 628 permits the County to designate roads for combined use of certain off-highway and other vehicle types up to 10 miles in length. Section 38026.1(b)(6) requires the County to "Include an opportunity for public comment at a public hearing held by the county in order to evaluate the pilot project." On January 22, 2015 the County of Inyo designated, until January 1, 2017, when California Vehicle Code Section 38026.1 is automatically repealed, seven combined-use routes up to 10 miles long on certain unincorporated County roads. Of these routes, only three have been open to combined-use. The combined-use routes opened to the public are: 1) Lone Pine No. 1 that travels along Lubken Canyon Rd and Horseshoe Meadows Rd to link Boulder Creek RV Park with a BLM maintained road; 2) Independence No. 1 that travels along E. Park St, Clay St, and Mazourka Canyon Rd to link the Independence Inn with a BLM maintained road; and 3) Bishop No. 15 that travels along Joe Smith Rd, Silver Canyon Rd, Laws-Poleta Rd, Poleta Rd, Eastside Rd, and Redding Canyon Rd to link Britt's Diesel with the Poleta Canyon OHV Open Area on BLM land.

Written comments, including objections and protests, may be filed with the Inyo County Board of Supervisors by delivery to the Assistant Clerk of the Board, Administrative Center, 224 North Edwards Street, Independence, California 93526 or by mailing to the Inyo County Board of Supervisors, P.O. Box N, Independence, California 93526, or by email prior to 4:00 p.m. on December 14th to pgunsolley@inyocounty.us, so that the comment is received by the Board prior to the hearing.

Additional information, including maps of the three opened combined-use routes, the AB 628 Implementing Procedures, and AB 628, can be found at <http://www.inyoltc.org/ab628impl.html>. Should you have any questions regarding this action, please feel free to contact the Inyo County Public Works Department at (760) 878-0207 or by email at ab628@inyocounty.us.

Legal Ads:

Please publish in the December 5, 2015 issue of the Inyo Register.

Thanks
Pat



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

31

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

FROM: County Administrative Officer/County Counsel/Planning Department

FOR THE BOARD MEETING OF: December 15, 2015

SUBJECT: Tribal Consultation Policy Workshop

DEPARTMENTAL RECOMMENDATION: Conduct a workshop regarding the Draft Tribal Consultation Policy.

SUMMARY DISCUSSION: At its September 15, 2015 meeting, the Board conducted a Workshop regarding a draft Tribal Consultation Policy. County staff distributed the Agenda Request Form (ARF) and draft Policy to Tribal representatives a week before the Workshop and issued a Press Release. Numerous Tribal representatives attended the workshop, several provided preliminary input, and many generally expressed a preference for additional time to review the draft Policy; accordingly, at the conclusion of the Workshop the Board scheduled a follow-up Workshop on October 20, 2015.

County staff distributed copies of the October 20 ARF to Tribal representatives and called each Tribe the week before the Workshop to remind them of the Workshop. On October 20, the Board held the follow-up workshop, and two Tribal representatives attended. The Board of Supervisors conducted the Workshop, received input from the Tribes, and scheduled a follow-up Workshop for December 15, 2015. On November 18, the Board Chair sent correspondence to each Tribe reminding them of the Workshop. County staff provided the draft Policy to Tribal representatives in an electronic format to facilitate their review. County staff also called each Tribe during the week before the meeting to remind them of the Workshop and transmitted a copy of the ARF to Tribal representatives.

Attachment 1 includes the ARF from September 15. Staff has developed a flow chart and summary matrix, which are included in Attachment 2. Below are preliminary responses to several of the issues that have been raised to date.

Next Steps

Staff anticipates receiving input from the Tribes and other interested parties, updating the Policy appropriately, and providing additional opportunities for input and/or noticing a meeting for final consideration. If the Board adopts the Policy, individual agreements with the Tribes may be negotiated based upon the Policy.

Input Summary and Responses

County staff has been tracking input received to date and had planned to incorporate that feedback appropriately into the next iteration of the Policy. However, due to requests received at the October 20 Workshop, the following has been prepared to summarize comments received and describe staff's intended approach to address that input.

Summarized Comment – the individual Supervisors appointed to consult with each Tribe should be rotated, as is practiced elsewhere in the State.

Response – staff has been unable to confirm that such mechanism is practiced elsewhere in the State. County Counsel has reached out and learned of no other County operating in the way reported. Rather, she has been advised this method was not advisable and could create Brown Act issues. Although individual Supervisors could be rotated as described on a periodic or ad hoc basis, the Supervisors would need to comply with the Brown Act's provisions regarding serial meetings; this would most likely result in significant complexity and uncertainty, limit meaningful dialog, and expose the Supervisors to substantial risk. Therefore, staff recommends that only two specific Supervisors be appointed to consult with each Tribe, as described in the draft Policy. Although the full Board of Supervisors subject to the Brown Act could publicly consult with various permutations of Tribal representation, this would make it more difficult to meaningfully discuss sensitive cultural information.

Summarized Comment – a working group should be established to facilitate dialog.

Response – a staff working group could be established, and staff welcomes the opportunity to participate. We have been provided a copy of an Ordinance adopted in Monterey County before the passage of AB-52 dealing with matters involving tribal consultation. Staff has communicated with Monterey County and learned the County's designated chief negotiator on behalf of the County is the Planning Manager. As discussed above, staff recommends that if members of the Board serve as negotiators, only two specific Supervisors be appointed to consult with each Tribe; counsel recommends only two Board Members period for all tribes.

Summarized Comment – there should be more consultation meetings specified, or no limit to the number of meetings.

Response – staff suggests that a general guideline for the number of meetings be specified to afford some consistency and direction for the Tribes, the County, applicants, or other parties that could be involved in consultation. In the past, the Tribes have in some cases not requested any meetings in response to consultation requests, and in other instances have requested many meetings. Staff believes that three meetings would be an appropriate general rule, and that fewer or more meetings could be mutually agreed to as a component of the consultative process.

Summarized Comment – additional notice time should be provided.

Response – staff developed the notice periods to exceed State law (refer to Attachment 2). Additional notice periods could be specified, if consistent with State law. For private applications, Permit Streamlining Act time periods also apply (refer to Government Code Section 65950 et seq.).

Summarized Comment – confidentiality should be emphasized.

Response – the County is committed to working to protect cultural resource confidentiality, and the draft Policy has been crafted to do so. Any specific suggestions to improve the approach would be appreciated.

Summarized Comment – a liaison should be appointed to facilitate dialog between the County and the Tribes.

Response – such an appointment is technically possible and may be desirable. However, given the limited resources of the Tribes and the County, it could be difficult to finance such a position. Given previous Tribal requests for direct consultation with the Board of Supervisors, staff believes that the process outlined in the draft Policy is the most prudent fiscal approach.

Summarized Comment – definitions and acronyms should be included.

Response – staff concurs and plans to include definitions and acronyms in the next iteration of the Policy.

Summarized Comment – tribal representatives should have been included in drafting the draft Policy.

Response – the County utilized templates provided by Big Pine Tribal representatives to develop the draft Policy, and worked with them iteratively to update the Policy into its present form. The County welcomes additional input, including suggestions for wholesale redrafting. County staff has provided the document in an electronic format to facilitate such work, and continues to be available to assist.

Summarized Comment – the draft Policy should have been updated prior to the Workshops subsequent to September 15.

Response – the County deliberately did not update the draft Policy because of the request for additional time to review it and to ensure that all interested parties were reviewing the same document.

Summarized Comment – contacts should be specified.

Response – staff believes that the draft Policy includes appropriate contacts for the Policy given its umbrella purpose, and any specific suggestions would be appreciated. More detailed contacts can be developed in subsequent agreements with the individual Tribes or the County can rely exclusively on the names provided statutorily to it by the NAHC

Summarized Comment – other agencies should be included in the Policy.

Response – staff believes that the Policy should be oriented towards consultation with the Tribes. Under specific circumstances (e.g., a joint environmental document be prepared with a federal

agency, etc.), a more project-specific agreement could be an appropriate means to facilitate consultation between multiple agencies.

ALTERNATIVES: The Board could recommend modifications to the proposed Policy or direct staff to cease working on the effort.

OTHER AGENCY INVOLVEMENT: Tribal governments and other agencies working with the County and local tribes.

FINANCING: General fund resources are being utilized to develop the Policy. Staff believes that implementation may result in reduced costs to the County and/or applicants relative to the status quo.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) <i>Margaret Kemp-Williams 12/15</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)



Date: 12/9/15

Attachments:

1. September 15, 2015 Agenda Request Form
2. Process Flow Chart and Comparison Matrix



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

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

FROM: County Administrative Officer/County Counsel/Planning Department

FOR THE BOARD MEETING OF: September 15, 2015

SUBJECT: Tribal Consultation Policy Workshop

DEPARTMENTAL RECOMMENDATION: Conduct a workshop regarding the Draft Tribal Consultation Policy.

SUMMARY DISCUSSION: Intergovernmental consultation between the County and recognized local tribes is governed by Senate Bill (SB) 18 (Burton, 2004) and Assembly Bill (AB) 52 (Gatto, 2014) and codified with respect to General Plans in Government Code Section 65562.5 and 65352.3 et seq., Specific Plans in Government Code in Section 65453, and the California Environmental Quality Act (CEQA) in Public Resources Code Section 21080.3.1 et seq. Additionally, Inyo County Code Chapter 9.52 addresses disturbances of archaeological, paleontological and/or historical features. The County has been consulting with local Tribes for many years pursuant to SB18 and, since July 1, 2015, has consulted with local tribes pursuant to AB52.

Background

SB18 requires that the County consult with local Tribes when adopting or amending its General Plan and/or Specific Plans. The process is as follows: (1) the County requests a contact list from the Native American Heritage Commission, (2) the County sends consultation requests to those contacts provided in response at least 90 days prior to any action, and (3) the County consults with any tribes that may request consultation within 30 days. Consultation is defined as follows:

...the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties' cultural values and, where feasible, seeking agreement. Consultation between government agencies and Native American tribes shall be conducted in a way that is mutually respectful of each party's sovereignty. Consultation shall also recognize the tribes' potential needs for confidentiality with respect to places that have traditional tribal cultural significance.

AB52 is new legislation that incorporates consultation into the CEQA process. The procedure is that the County must notify local tribes and request consultation for Environmental Impact Reports and (Mitigated) Negative Declarations within geographic areas that may be identified by local tribes. Within 14 days of determining a project complete or deciding to undertake a project,

the lead agency shall notify tribes that have requested to be notified of projects within a geographic area that includes the project, and the tribes have 30 days to request consultation. The definition of consultation is the same as for SB18.

Draft Policy

Partly through its efforts to consult with local tribes pursuant to SB18, County staff has been working to develop a Policy to guide consultation and other intergovernmental discussions with local tribes. Through an iterative process, a draft Policy has been crafted (attached) that includes the following:

1. Purpose
2. Defining consultation
3. Notification
4. Designates members of the Board of Supervisors and Tribal Council to consult
5. Procedures (including number, duration, location, and timing of meetings, participants, agendas, and note-taking)
6. Responsibilities
7. Protecting cultural resources
8. Confidentiality
9. Information exchange
10. Conferring regarding additional topics not required by SB18 and/or AB52

By design, and in an effort to further Tribal/County relations, the proposed policy has been drafted to exceed the requirements SB 18 and AB 52.

Next Steps

In conducting today's workshop, staff is seeking input from your Board, Tribes, and the general public. Prior to considering approval of the Policy as it may be revised, your Board may want to direct staff to provide public notice of its intent to consider the proposed Policy well in advance of the Board of Supervisors meeting at which the Policy will be agendized.

Also, if your Board ultimately adopts a policy, and if the Tribes please, the County and Tribes could use the policy as the basis for developing Tribe-specific Memorandums of Understanding (MOU) – or other similar instruments – regarding consultation, which would be presented to the Board for consideration. In the absence of such MOUs, the Policy (if adopted) would guide the County's consultation with the Tribes in compliance with, and exceeding current State law.

ALTERNATIVES: The Board could recommend modifications to the proposed Policy or direct staff to cease working on the effort.

OTHER AGENCY INVOLVEMENT: Tribal governments and other agencies working with the County and local tribes.

FINANCING: General fund resources are being utilized to develop the Policy. Staff believes that implementation may result in reduced costs to the County and/or applicants relative to the status quo.

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>Margaret Kemp Williams</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)

[Signature] _____ Date: 09-09-2015

[Signature] _____ Date: 9/9/15
Attachment: Draft Policy

COUNTY OF INYO

POLICY & PROTOCOL FOR TRIBAL CONSULTATION

BACKGROUND

INYO COUNTY (County) is required by State law to engage in intergovernmental consultation with sovereign California Native American Indian Tribes with tribal members and /or lands located in the jurisdiction of the County (Local Tribes). Intergovernmental consultation is governed by SB 18 (Burton, 2004) and AB 52 (Gatto, 2014) and specifically codified with respect to General Plans [Government Code section 65300, et. seq.], Specific Plans [Government Code section 65453], potential impacts on tribal cultural resources as a consequence of a CEQA project [Public Resources Code section 21074], and designation of land as open spaces containing traditional tribal cultural places. Additionally, Inyo County Chapter 9.52 addresses disturbances of archaeological, paleontological and/or historical features.

I. PURPOSE

In adopting this policy, the Inyo County Board of Supervisors desires to establish a consistent and efficient protocol for how the County will conduct intergovernmental consultation under existing State and local laws.

In addition, the Inyo County Board of Supervisors desires to establish parameters for creating a framework for creating memorandums of understanding (MOU) or other instruments for consulting on matters that, although not legally required by SB 18 and AB 52, may be of concern to a Local Tribes and/or the County. Such an MOU framework can be used to cover a wide range of topics including, but not limited to biology, environment, aesthetics, public safety, and socioeconomics issues.

The County is committed to open, candid, respectful, constructive, timely and effective communication required by State laws governing consultation, and necessary to foster understanding of issues and positive relations between elected leaders of the County and Local Tribes, as well as providing a framework for discussing mutually agreed upon Topics not subject to state laws governing consultation.

II. CONSULTATION PROCESS

- i. **Consultation Defined.** The County adheres to the definition of "consultation" found in SB 18 and Government Code section 65352.4 and Public Resources Code section 21080.3.1:

“Consultation means the meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties’ cultural values and, where feasible, seeking agreement. Consultation between government agencies and Native American tribes shall be conducted in a way that is mutually respectful of each party’s sovereignty. Consultation shall also recognize the tribes’ potential needs for confidentiality with respect to places that have traditional tribal cultural significance”

- ii. **Possible Actions Subject to Consultation.** The County will engage in intergovernmental consultation, as required by law, whenever it plans to amend the County’s General Plan, and Specific Plans, and prior to the release of any Negative Declarations or Environmental Impact Reports (EIRs) for which the County is the Lead Agency under the California Environmental Quality Act (“CEQA”).
- iii. **Notices.** The County will initiate consultation by notifying each Local Tribe of the opportunity to consult on these potential actions by sending written Notice to the tribal representative [job title and address] provided by each Local Tribe to the County Planning Director. If a Local Tribe has not notified the County of the position and address to which consultation notices should be sent, the County will send the Notice to the attention of the Tribal Secretary at the street address where the Tribal administrative offices are located.

Local Tribes are asked keep the County provided with up-to-date contact information consisting of names, mailing addresses, telephone numbers, and electronic mail addresses for the position or positions to which consultation notices should be sent. In communicating with the County regarding consultation, the Local Tribe should send all correspondence to:

Planning Director
County of Inyo
P.O. Drawer L
Independence, California 93526

The Planning Director is responsible for transmitting all communications received from a Local Tribe regarding consultation to the Board of Supervisors, the County Administrator, and County Counsel.

For General Plan Amendments, Specific Plans, and Negative Declarations and EIRs initiated by the County, in the absence of an application from a third party, the County will provide each Local Tribe with Notice of the opportunity to consult on matters

affecting the Tribe. The law requires a minimum notice period, however, the County has determined that additional time may provide more meaningful consultation opportunities between a Local Tribe and the County representatives. The County will designate in its discretion based on the facts, the following time periods, which meet or exceed state minimum requirements or a longer period:

- a. 30-days prior to the release of any Draft General Plan Amendment or Draft Specific Plan for public review; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful consultation in the event no EIR or Negative Declaration is required; or,
- b. Within fourteen (14) days of a decision by the County to proceed with CEQA compliance to undertake a project on its own as required by AB52; or,
- c. 120 days prior to the County's consideration of final action on a County project; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful input for projects than AB 52 and SB 18 criteria.

For General Plan Amendments, Specific Plans, and Negative Declarations and EIRs **based on an application from a third party**, the County will provide each Local Tribe with Notice upon deeming the application complete. Such notification will not be less than:

- a. 30-days prior to the release of any Draft General Plan Amendment or Draft Specific Plan for public review; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful consultation in the event no EIR or Negative Declaration is required; or,
- b. Within fourteen (14) days of determining that an application for a project is complete as required by AB52; or,
- c. 120 days prior to the County's consideration of final action on a project; this extended period over what is required by law provides time for the Local Tribe and the County to engage in more meaningful input for projects than AB 52 and SB 18 criteria.

Upon receiving Notice from the County, any Local Tribe that desires to proceed with consultation needs to provide written Notice to the County within the 30-day timeframe set by law and identified in the Notice.

- iv. **Consultation.** Once a Local Tribe notifies the County of its desire to proceed with consultation on a specific potential action for which the County has provided Notice, the County and the Local Tribe will consult on or otherwise discuss the matter in face-to-

face meetings at a mutually agreeable time and location to the extent possible. To accomplish this, the County Policy is:

- a. **Number of Meetings.** Consultation with a Local Tribe on a specific potential action for which the County has provided Notice, and for which the Tribe has provided written timely Notice to the County that it desires to proceed with consultation, will consist of up to three (3) meetings unless both the County and the Local Tribe agree in writing that consultation has been completed in a fewer number of meetings, or that additional meetings are desirable and practicable.
- b. **Duration of Meetings.** Consultation meetings will conclude within 45-days of the County receiving Notice of a Local Tribe's desire to engage in consultation, unless a longer term is agreed to in writing.
- c. **Timing of Meetings.** Recognizing that scheduling meetings can be difficult and the need to conclude the consultation process within a reasonable timeframe, at the time the County annually designates its Consultation Committee representatives (see below) for each Local Tribe, it shall also establish the days of the week the County's Consultation Committee representatives for each Tribe shall meet; specifying whether the meeting will be held in the morning, afternoon, or evening. This pre-established schedule is intended to ensure County officials are available to participate in and conclude the consultation process, but does not preclude establishing other meeting times and days that are mutually convenient for all Consultation Committee members from the Local Tribe and the County. The County's representatives will endeavor to make themselves available to meet at reasonable times requested by the elected representatives of the Local Tribe.
- d. **Location.** Except in special circumstances, unless otherwise requested and agreed to by the County and the Local Tribe, the meetings will be held at Tribal offices. The Local Tribe is responsible for determining if the meeting is open to the public and how, or if it is noticed. Anytime a meeting is held at a location other than an office of the Local Tribe, the meeting shall be a public meeting and noticed with an agenda posted, in accordance with the Brown Act.
- e. **Participants.** The County's Preference is that consultation meetings occur between elected officials. To accomplish this, each year the Board of Supervisors will designate two (2) of its members to serve as the Consultation Committee representatives assigned to each Local Tribe. Each Local Tribe is asked to appoint two members of its Tribal Council to serve as its representatives to the consultation meetings.

If a Local Tribe does not identify two elected representatives to participate in consultation meetings with the County, or the Tribe's identified elected officials are unavailable to meet, the consultation meetings can occur between staff designated by the County and staff designated by the Local Tribe. The three (3) consultation meetings may be accomplished through a combination of elected-to-elected official meetings and/or staff-to-staff meetings.

When Consultation Committee representatives from the County and Local Tribe meet, the representatives may be supported by staff from both the County and the Tribe, and staff may meet and work together as desirable or necessary outside of the Consultation Committee to facilitate Consultation Committee meetings.

- f. **Staff Participation.** Tribal and County staff, identified by their respective Consultation Committee members, may attend Consultation Committee meetings. However, the staff present at the meetings is expected to be mindful of the Decision Maker to Decision Maker nature of the meetings, and limit their participation to listening, answering questions, and supporting their respective elected officials, including convening follow-up meetings between Tribal and County staff between Consultation Committee meetings.
- g. **Agenda & Note Taking.** County staff will be responsible for preparing consultation meeting agendas, and taking notes.

When the Tribe provides Notice to the County of its desire to consult on a potential action for which the County has provided Notice, the Tribe is asked to identify the specific issues relative to the action that it wishes to discuss consistent with this policy. Providing the issues on which the Tribe wishes to consult are consistent with the provisions of state law and this policy for consultation, the County will include the issues on the meeting agenda. If there is disagreement over what issues are subject to consultation and should be included on the meeting agenda, they will be noted as such and discussed by the representatives of the County and the Tribe at the meeting.

The meeting notes shall be reviewed and approved by the Consultation Committee prior to the meeting adjourning and, at a minimum, agreement is expected to be made upon Action Items taken by the County's and Tribe's Consultation Committee representatives, or their staff designees, prior to the next meeting. A copy of the notes will be transmitted to the Tribe within five (5) business days of the meeting. If agreement cannot be reached regarding the notes or the Action Items, the disagreement shall be noted.

- h. **Cultural Resources.** The County will seek to consult and work cooperatively with the Local Tribe to protect, preserve, enhance, mitigate, and manage archaeological sites, traditional cultural properties, and traditional cultural resources, identified within the jurisdiction of the County. To the extent feasible, reasonable, and allowed by law, the County will work with the Tribe to facilitate enabling the Tribe to access and steward its traditional tribal cultural resources.
- i. **Confidentiality.** The County recognizes and supports the Tribe's need to maintain confidentiality to protect archaeological sites, traditional cultural properties, and traditional cultural resources to the extent allowed by law, including but not limited to, exemption from public disclosure as set forth in SB 18 and California Government Code section 65352.4.
- j. **Exchange of Information.** Information will be freely shared between both the County and the Local Tribe except when constrained by factors such as the need to protect confidentiality. When information needs to be kept confidential, the entity providing the information shall indicate the need for confidentiality when conveying the information. Any confidential information exchanged by the Tribe will not be released by the County unless authorized by the Tribe in writing, subject to the County's right to describe generally the information in an environmental document so as to inform the general public of the basis of the County's decision. This provision regarding confidentiality does not apply to information already publicly known or in the lawful possession of a project applicant or its agents or otherwise lawfully obtained from a third party before the provision of the information by the Tribe.
1. To the extent practicable, the County's and Local Tribe's Consultation Committee representative will be responsible for facilitating the information exchange. The representatives will be responsible to disseminate the information amongst staff and consultants. Copies of the data are to be made and distributed only to those staff and consultants directly involved with the topics being discussed, unless otherwise agreed to in writing by the County and the Tribe. Files are to be maintained of said data for the required document retention period based on applicable law. Any shared data is intended to be used exclusively for the specific project being considered.
 2. Information may be exchanged in-person, via mail, or email, or any other means deemed applicable. Information provided by either the County or the Tribe shall be accompanied by a summary of the

information in order to clarify what is being provided and to identify any confidentiality issues related to the information being provided.

3. The County and the Tribe will keep confidential and protect from public disclosure any and all documents exchanged or developed as a part of an MOU prior to a determination by the applicable party of the releasability. Neither party will disclose documents exchanged or developed as a part of an MOU without providing notice to the other party. Each party will protect, to the extent allowed by applicable state and federal laws, the confidentiality of the other party's documents. Both parties agree to impose the requirement of this Section upon their consultants, and the release of documents to those consultants shall not be deemed public disclosure.
- k. **Resources.** The County will work with the Tribe to mutually provide the resources necessary for investigation, evaluation, monitoring, mitigation and ongoing protection of traditional cultural properties and tribal cultural resources, as well as for the potential disposition of artifacts as is feasible.

The County's Planning Director or his designee will be available to provide appropriate requested technical information to the degree possible to the Tribe.

III. CONSULTING ON ADDITIONAL TOPICS

It is the County's desire and intent to provide a framework to go beyond the minimum requirements of the law and engage in earnest dialogue on issues that have impacts on our communities. In doing so, the Board of Supervisors hopes that leaders of both the Local Tribe and the County can address issues of genuine concern to their constituents, agencies, and respective governing bodies – not just those prescribed by law.

To accomplish this, the County will endeavor to develop and execute an MOU with each Local Tribe as a means of developing an agreed process for engaging in intergovernmental consultation on tribal concerns regarding a wide range of topics extending beyond those topics subject to consultation as required by State Law. Such additional topics may include, but are not limited to, considering each other's views on economic, environmental, cultural, social and technological factors.

Any MOU developed between the County and a Local Tribe shall:

1. Be consistent with and not contradict the County's Policy & Protocol for Tribal Consultation; and,

2. Identify the specific Topics the County and Tribe mutually agree to discuss which are not already subject to state laws governing consultation, as described above. In addition to identifying the additional Topics the County and the Tribe wish to consult upon, the MOU will also describe the timing of any Notices to be provided by or to the County and the Tribe on specific Topics, and the timing of the commencement of consultation following Notice; and,
3. Identify the geographic areas traditionally and culturally affiliated with the Local Tribe in which the additional Topics that the County and Tribe wish to consult about (in addition to those matters subject to state laws governing consultation) are applicable.

###

DRAFT

Draft Inyo County Tribal Consultation Policy Comparison Table
December 15, 2015

The following table summarizes how Inyo County’s proposed draft Tribal Consultation Policy exceeds State requirements.

State Law Requirement	Draft Policy’s Additional Requirements
None	Consistent Consultation Policy
Notice sent to list provided by Native American Heritage Commission	Notice sent to contact list provided by Tribes
Notice sent at least 90 days prior to consideration	Notice sent 30 prior to release of General Plan or Specific Plan
Notice sent at least 90 days prior to consideration	Notice sent 120 days prior to consideration
No number of meetings specified	Up to three meetings, unless more or fewer are agreed upon by the Consultation Committee
No timing of meetings specified	Timing of meetings shall be set by Consultation Committee
No location of meetings specified	Meetings shall generally be held at the Tribal offices
Consultation participants are not specified	Consultation shall be between elected officials, unless otherwise determined by the Consultation Committee
Meeting logistics not specified	The County shall be responsible for preparing the agenda and note-taking, disagreements about the agenda shall be discussed, notes shall be approved by the Consultation Committee
Process of information exchange not specified	Information exchange is detailed
No technical assistance allocated to Tribes	Planning Director provides technical information to the degree possible
Requires consultation only for tribal cultural resources	Specifies that additional topics not required by State law may be discussed, including, but not limited to, economic, environmental, cultural, social, and technological factors

Draft Inyo County Tribal Consultation Policy Flowchart

December 15, 2015

The following flowchart summarizes the process the County would follow under the Draft Tribal Consultation Policy.

