

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.

ADDENDUM

to

Inyo County Board of Supervisors

Regular Meeting

8:30 a.m

March 8, 2016

CORRECTION

THE DATE ON THE PUBLISHED AGENDA SHOULD BE March 8, 2016
A CORRECTED AGENDA IS ATTACHED.

Agenda

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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.

March 8, 2016

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Pursuant to Government Code §54956.9(d)(1) – Native American Heritage Commission vs. Inyo County Planning Department and Inyo County Board of Supervisors, Inyo County Superior Court Case No. SICVPT 1557557 (Munro Petition for Writ of Mandate).**
3. **CONFERENCE WITH LEGAL COUNSEL -ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(d)(4)] – discussion with legal counsel regarding potential initiation of litigation (two cases.)**
4. **CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §54957.6] – Employee Organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. Agency designated representatives: County Administrative Officer, Kevin Carunchio, Assistant County Administrator, Rick Benson, Deputy Personnel Director, Sue Dishion, Information Services Director, Brandon Shults, County Counsel, Marshall Rudolph, and Assistant County Counsel, John Vallejo.**

OPEN SESSION

10:00 a.m. PLEDGE OF ALLEGIANCE

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

CONSENT AGENDA (Approval recommended by the County Administrator)

COUNTY COUNSEL

8. Request Board approve the Order Form with Thomson Reuters-West Publishing, which would expand the subscription package of the County's current online research services contract to include federal resources for an additional cost of \$291 per month, contingent upon Board of Supervisors approval of future budgets; and authorize the Chairperson to sign.

HEALTH AND HUMAN SERVICES

9. ***Behavioral Health Services*** – Request approval of the Amendment A03 to the Agreement between the County of Inyo and the California Department of Health Care Services for Substance Use Disorder Services, to amend the terms and conditions and certain text as noted by staff; and authorize the Chairperson to sign.

PLANNING – PUBLIC WORKS

10. Request approval of the Right-of-Entry document for the Veteran's Walking Path in Big Pine, enabling the County to perform the necessary preplanning work to present a project plan to LADWP for evaluation including obtaining all required permits from federal, state and local agencies; and authorize the Chairperson to sign.

ROAD DEPARTMENT

11. Request approval of the closure of a portion of Tinnemaha Rd./Old 395 about 6 miles south of Aberdeen, for one day during daylight hours, between March 19-28, 2016, with the time of the event to be dictated by weather conditions.

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

12. ***ROAD DEPARTMENT*** - Request Board find that consistent with the Authorized Position Review Policy: A) the availability of funding for A Heavy Equipment Operator position exists in the Road Budget as certified by the Public Works Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could be filled through an internal recruitment, however, an open recruitment would be more appropriate to ensure the most qualified applicants apply; and C) approve the hiring of one full-time Heavy Equipment Operator I, at Range 58 (\$3,310 - \$4,027) or II, at Range 60 (\$3,471 - \$4,216) depending on qualifications.
13. ***PROBATION*** – Request Board review and authorize the Chief Probation Officer, on behalf of the Board of Supervisors, to advertise the Request for Proposals for the Community Recidivism Reduction Grant.
14. ***COUNTY ADMINISTRATOR*** – Request Board A) approve changes and re-allocation of funds for the Great Basin Unified Air Pollution Control District (GBUAPCD) Environmental Public Benefits (EPB) Fund block grant and approve the request of an extension until December 31, 2016 in order to fully expend the EPB grant; and B) authorize the County Administrator to sign and transmit the letter and project list to GBUAPCD.
15. ***COUNTY ADMINISTRATOR*** - Request your Board A) approve the job description for the Assistant Clerk of the Board of Supervisors (Range 68) and the Senior Assistant Clerk of the Board of Supervisors (Range 72); and, approve a change in Authorized Staffing by deleting the current Assistant Clerk of the Board of Supervisors position (Range 72) and adding Assistant Clerk of the Board of Supervisors position (Range 68); and, approve adding the Senior Assistant Clerk of the Board of Supervisors position (Range 72) to the job series; B) find that consistent with the adopted Authorized Position Review Policy, (a) the availability of funding for the Assistant Clerk of the Board of Supervisors position will come from the money appropriated in the Board of Supervisors' budget in the General Fund, as certified by the County Administrator and concurred with by the Auditor-Controller; (b) an open recruitment is appropriate to ensure the greatest pool of qualified candidates apply for the position; (c) authorize hiring one (1) Assistant Clerk of the Board of Supervisors at Range 68 (\$4,188-\$5,088) or, Senior Assistant Clerk of the Board of Supervisors at Range 72 (\$4,601 - \$5,589); and C) if the recruitment results in filling the position at the Senior Assistant Clerk of the Board of Supervisors level (Range 72) authorize changing the Authorized Staffing by deleting the Assistant of the Board of Supervisors position (Range 68) and adding one (1) Senior Assistant Clerk of the Board of Supervisors position (Range 72).
16. ***CLERK OF THE BOARD*** – Request approval of the minutes of the Board of Supervisors Meetings of A) February 9, 2016; and B) February 16, 2016.
17. ***WATER DEPARTMENT*** – Request Board conduct a workshop with staff to hear a briefing on regional and local drought conditions.

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

- 1:30 p.m. 18. **PLANNING** – Request Board conduct a workshop regarding the Draft Tribal Consultation Policy.

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)

19. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 8

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

FROM: Office of County Counsel

FOR THE BOARD MEETING OF: March 8, 2016

SUBJECT: Authorization to Order additional online research services from Thomson Reuters-West Publishing

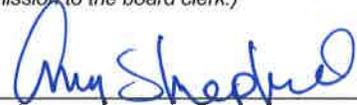
DEPARTMENTAL RECOMMENDATION: Approve attached Order Form with Thomson Reuters-West Publishing, which would expand the subscription package of the County's current online research services contract to include federal resources for an additional cost of \$291 per month, contingent upon Board of Supervisors approval of future budgets and upon obtaining the appropriate signatures; and authorize the Chairperson to sign.

SUMMARY DISCUSSION: The County Counsel's office has access to the "Westlaw" online research service pursuant to a Board-approved contract that will expire in March of 2018. The package of resources included in the standard monthly contract charge (\$649.72 for unlimited access by six users) doesn't include access to any federal resources such as federal cases and statutes. The proposed Order Form would add unlimited access to such resources for an additional charge \$291 per month and act as an "addendum" to the County's current Westlaw contract. Consultation of applicable federal resources is often necessary in conducting legal research.

ALTERNATIVES: The Board could decline to approve the Order Form, in which case the County will have to pay for access to federal resources through per-use or "a la carte" charges, which is what it currently does and in a given month can easily exceed the flat monthly fee for such services as proposed by this Order Form. It is my considered opinion that a flat monthly charge is more cost-effective over time than a per-use charge and is easier to budget and control.

OTHER AGENCY INVOLVEMENT: Auditor/Controller

FINANCING: The additional cost can be covered this Fiscal Year through a transfer of funds from Travel or our General Expense budget at 3rd quarter. In future Fiscal Years, the cost will be included in proposed budgets.

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>2/24/16</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>2/29/16</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) <u>N/A</u> 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)



THOMSON REUTERS

Order Form

Contact your representative ryan.galvin@thomsonreuters.com with any questions. Thank you.

Order ID: **756157**

Subscriber Information

Account Address:

Account #: **1000057047**
INYO COUNTY COUNSEL
DEBBIE GONZALEZ
PO Box M
INDEPENDENCE, CA 93526
US
760-878-0229

Shipping Address:

Account #: **1000057047**
INYO COUNTY COUNSEL
DEBBIE GONZALEZ
PO Box M
INDEPENDENCE, CA 93526
US
760-878-0229

Billing Address:

Account #: **1000057047**
INYO COUNTY COUNSEL
DEBBIE GONZALEZ
PO Box M
INDEPENDENCE, CA 93526
US
760-878-0229

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", "my" or "I".

Modifications to Order Form with or without renewals

Online/Practice Solutions/Software

Svc Mat #	Product	Qty	Unit	Renewal Term (Months)	Term Increases
40988735	Government Select Level 1 States (WestlawNext™) (Banded) <small>See Attachment for Product and/or Quantity Details</small>				

If this modification is of a WestlawPRO Select product under a current WestPack, this Agreement serves as a modification of the Principal product.

You have 5 attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students for the banded products you selected to license or purchase in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

The changes identified above currently in effect between Subscriber ("you" or "I") and West Publishing Corporation ("West", "we" or "our"). The terms of this Addendum will be effective on the date we process the modification. The Monthly Charges will increase by \$291.00 for the changes identified above to the amount of \$940.72. Except as expressly provided, all other terms and conditions of the underlying Order Form including, but not limited to, Monthly Charges annual increases and the length of the term remain unchanged.

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

ACKNOWLEDGMENT

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of Subscriber.

Signature of Authorized Representative for order

Title

Printed Name

Date



THOMSON REUTERS

Attachment

Contact your representative ryan.galvin@thomsonreuters.com with any questions. Thank you.

Order ID: **756157**

Payment and Shipping Information

Payment Method:

Payment Method: **WestAccount**

Account Number: **1000057047**

Shipping Information:

Shipping Method: **Ground Shipping - U.S. Only**

Additional Information

Created By:

Order Source: **27**

Revenue Channel: **01**

Order Date: **2/2/2016 3:52:47 PM**

P.O. Number:

Additional Data B: **5**

Product and User Details

Banded Products for all users below

40988735 Government Select Level 1 States (WestlawNext™) (Banded)

User	Position	Email
Gregory James	Attorney	gjames@inyocounty.us
John Kirby	Non-Attorney	jkirby@inyocounty.us
David Nam	Attorney	dnam@inyocounty.us
Marshall Rudolph	Attorney	
John-Carl Vallejo	Attorney	
Debbie Gonzalez	Non-Attorney	dgonzalez@inyocounty.us

Modification Detail Products

Material ID	Description	Action
40980367	Federal Primary Law Library (WestlawNext™)	Added

Order Contact Information

First Name	Last Name	Email Address	Contact Description	Contact Number
Debbie	Gonzalez	dgonzalez@inyocounty.us	Order Confirmation Contact	28
Debbie	Gonzalez	dgonzalez@inyocounty.us	Primary Password Contact	24
Debbie	Gonzalez	dgonzalez@inyocounty.us	Quickview Contact	Quickview

Office Use Only

- Worksheet Custom Pro: <https://ordermation.west.thomson.com/esigs/of.aspx?ordergroupid=3bc1553c85df4a438a14d2d1a67d80ae&pfv=true>
- OF Ver: <https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=b11c8835e93745f188b48e3f8728a7bd&isofview=yes>



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

9

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

FROM: HEALTH & HUMAN SERVICES – Behavioral Health, Substance Use Disorder (SUD)

FOR THE BOARD MEETING OF: March 8, 2016

SUBJECT: Approval of Amendment A03 to the Multi-Year contract with Department of Health Care Services for Substance Use Disorder Services for Fiscal Years 2014-2015 through 2016-2017.

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the Amendment A03 to the Standard Agreement between the County of Inyo and the Department of Health Care Services for Substance Use Disorder Services for a total contract amount of \$1,275,122, for the period beginning July 1, 2014 through June 30, 2017, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign five original signature pages plus one original signature on the Certification (CCC-307).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This Agreement was received by our department on February 1, 2016, and it is due back to the State with Board minutes indicating approval by March 31, 2016.

This is the standard contract between the County of Inyo and the Department of Health Care Services for substance use disorder services for a three-year cycle. The amended contract includes:

- 1) Clarifying language in regards to program requirements including clarification of those requirements that are mandated.
- 2) Specification as to the requirements regarding provision of Perinatal Services.
- 3) Provision of some additional "clean-up" of administrative language for purposes of compliance with Drug Medi-Cal regulations and minor changes to the monitoring process, as well as the program complaints process.
- 4) Provision of general "clean-up" language around terminology and regulation references.
- 5) Clarifying requirements under the Drug Medi-Cal claiming and reporting process, including responsibility to ensure verification of Medi-Cal eligibility prior to rendering service.
- 6) Additional tightening up language on use of federal primary prevention funds and reporting requirements.
- 7) Updated Drug Medi-Cal reimbursement rates and Unit of Service rates.
- 8) More clearly defined requirements under the Charitable Choice provisions.

ALTERNATIVES:

Your Board could deny or delay this request, which would end or interrupt the flow of State and Federal funds for substance use disorders in the County of Inyo.

OTHER AGENCY INVOLVEMENT:

State of California – Health and Human Services Agency-Department of Health Care Services

FINANCING:

There is no financing in this particular action, but this action allows us to recognize Federal and 2011 Behavioral Health Realignment Funds. This will be brought in as Revenue to the Substance Abuse Disorders Budget (045315)

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>2/19/16</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>eyes</u> Date: <u>2/23/2016</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: 2-24-16

- IV. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit.

Exhibit A A2– Scope of Work (2 pages)

All references to Exhibit A A1, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A A2. Exhibit A A1 is hereby replaced in its entirety by the attached revised exhibit.

- V. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit.

Exhibit A Attachment I A2 – Program Specifications (42 pages)

All references to Exhibit A Attachment I A1, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A Attachment I A2. Exhibit A Attachment I A1 is hereby replaced in its entirety by the attached revised exhibit.

- VI. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit.

Exhibit B A2 – Budget Detail and Payment Provisions (20 pages)

All references to Exhibit B A1, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B A2. Exhibit B A1 is hereby replaced in its entirety by the attached revised exhibit.

- VII. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit.

Exhibit E A1 – Additional Provisions (4 pages)

All references to Exhibit E, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit E A1. Exhibit E is hereby replaced in its entirety by the attached revised exhibit.

- VIII. Paragraph 4 (incorporated exhibits) on the face of the STD 213 is amended to add the following revised exhibit:

Exhibit G, Attachment I A1– Social Security Administration Agreement (70 pages)

All references to Exhibit G Attachment I, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit G, Attachment A1. Exhibit G, Attachment is hereby replaced in its entirety by the attached revised exhibit.

- IX. All other terms and conditions shall remain the same.

STANDARD AGREEMENT AMENDMENT

STD. 213A_DHCS (Rev. 03/15)

 Check here if additional pages are added: 139 Page(s)

Agreement Number 14-90061	Amendment Number A03
Registration Number:	

1. This Agreement is entered into between the State Agency and Contractor named below:
- State Agency's Name (Also known as DHCS, CDHS, DHS or the State)
Department of Health Care Services
-
- Contractor's Name (Also referred to as Contractor)
County of Inyo
-
2. The term of this Agreement is: **July 1, 2014**
through **June 30, 2017**
-
3. The maximum amount of this **\$ 1,275,122**
Agreement after this amendment is: **One Million, Two Hundred Seventy Five Thousand, One Hundred Twenty Two Dollars**
-
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
- I. **Amendment effective date:** July 1, 2016
- II. **Purpose of amendment:** This amendment modifies the terms and conditions as outlined in the original contract.
- III. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

(Continued on next page)

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) County of Inyo		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Jeff Griffiths, Chairperson		
Address 163 May Street Bishop, CA 93514		
STATE OF CALIFORNIA		
Agency Name Department of Health Care Services		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Don Rodriguez, Chief, Contract Management Unit		
Address 1501 Capitol Avenue, Suite 71.5195, MS 1403, P.O. Box 997413, Sacramento, CA 95899-7413		

Exempt per: **DGS memo dated 07/10/96 and Welfare and Institutions Code 14087.4**



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 Closed Session Informational

FROM: Inyo County Planning/Public Works Departments

FOR THE BOARD MEETING OF: March 8, 2016

SUBJECT: Right of Entry for the Veteran's Walking Path in Big Pine

DEPARTMENTAL RECOMMENDATION: Request approval of the Right-of-Entry document for the Veteran's Walking Path in Big Pine, enabling the County to perform the necessary preplanning work to present a project plan to LADWP for evaluation including obtaining all required permits from federal, state and local agencies; and authorize the Chairperson to sign.

SUMMARY DISCUSSION: Discussions have occurred for several years to develop a path to connect the Big Pine community to the Veterans' Memorial north of town. Staff understands that the City of Los Angeles Department of Water and Power (DWP) has insisted that the County undertake the project. In order to enter into an agreement to do so, compliance with the California Environmental Quality Act (CEQA) and other permitting is advisable. Staff has been working with DWP to develop an agreement accordingly, and has negotiated the attached Right-of-Entry (ROE). The ROE authorizes the County to undertake CEQA studies, related engineering, and any other permits that might be deemed necessary. Staff recommends that the Board authorize the Chair to sign the agreement so that the permitting process may commence in earnest.

ALTERNATIVES: The Board may consider directing staff to cease working on the project; this is not recommended as this is a valuable potential amenity for the Big Pine community. The Board could also direct staff to negotiate changes to the ROE; this is not recommended as time is of the essence, and staff believes that the ROE is an acceptable instrument to move forward.

OTHER AGENCY INVOLVEMENT: DWP and others that may be consulted during the permitting process.

FINANCING: General fund resources are being utilized for the permitting phase.

APPROVALS	
COUNTY COUNSEL: <i>yes</i>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) <i>[Signature]</i> <i>3/1/16</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: *3/1/16*
[Signature] _____ Date: *3/2/16*

Attachment: ROW

Los Angeles  Department of Water & Power

ERIC GARCETTI
Mayor

Commission
MEL LEVINE, *President*
WILLIAM W. FUNDERBURK JR., *Vice President*
JILL BANKS BARAD
MICHAEL F. FLEMING
CHRISTINA E. NOONAN
BARBARA E. MOSCHOS, *Secretary*

MARCIE L. EDWARDS
General Manager

February 23, 2016

Mr. Joshua Hart
Inyo County Planning Department
P.O. Drawer L
Independence, CA 93526

Dear Mr. Hart:

Subject: Right of Entry for Veteran's Walking Path

Enclosed are three copies of a Right of Entry granting the County of Inyo (Inyo County) permission to enter City of Los Angeles property located at 500 N. Main Street, 600 N. Main Street, and 700 N. Main Street to perform preplanning evaluation work to determine the feasibility and development of Inyo County's public project commonly referred to as the *Veteran's Walking Path*. If the Right of Entry meets with Inyo County approval, please have all three copies signed, and return them and the administrative fee of \$50.00 to 300 Mandich Street, Bishop, California 93514-3449, attention Real Estate. After the Right of Entry has been approved, a fully executed copy will be returned to you.

The Los Angeles Department of Water and Power (LADWP) supports Inyo County's desire to develop this project and is willing to collaborate with Inyo County with the following understanding:

Inyo County will need to perform the necessary preplanning work to present a viable project to LADWP for evaluation. This shall include Inyo County evaluating environmental impacts and performing necessary CEQA documentation and compliance, designing and engineering (with input from LADWP to avoid impacts to LADWP operations) a pedestrian walking path to public code standards, obtaining all required permits from federal, state, and local agencies, and presenting the project to LADWP with 30% design plans for final evaluation and input.

Los Angeles Aqueduct Centennial Celebrating 100 Years of Water 1913-2013

111 N. Hope Street, Los Angeles, California 90012-2607 Mailing address: Box 51111, Los Angeles, CA 90051-5700
Telephone: (213) 367-4211 www.LADWP.com

Mr. Joshua Hart
Page 2
February 23, 2016

Upon obtaining LADWP approval of the project proposal, a Memorandum of Understanding (MOU) will be prepared that will include in part the following:

- Inyo County is the project lead.
- Inyo County will be responsible for any maintenance and operations costs.
- Inyo County is responsible for all liability.
- LADWP is willing to assist Inyo County in the construction phase of the project with the understanding that Inyo County will reimburse LADWP for its construction costs.
- Inyo County will negotiate to purchase a right-of-way from the City of Los Angeles, which shall be subject to approval by the LADWP Board of Commissioners and Los Angeles City Council.
- Inyo County will support the removal of ranch lease property from the area impacted by the Veteran's Walking Path (area between Highway 395 and the greening project).

The MOU will be subject to approval by the Inyo County Board of Supervisors and the LADWP Board of Commissioners.

If there are any questions in regards to this letter, or to the Right-of-Entry, please write to the office at 300 Mandich Street, Bishop, California, 93514, or you may contact Mr. Donald S. McGhie, Senior Real Estate Officer, at (760) 873-0248.

Sincerely,


James G. Yannotta
Manager of Aqueduct

DSM:kms
Enclosures
c: Donald S. McGhie
Real Estate

RIGHT OF ENTRY

The LOS ANGELES DEPARTMENT OF WATER AND POWER (LADWP) hereby gives permission to the County of Inyo (County) to enter upon certain City of Los Angeles (City) property to perform site evaluation work involving visual surveys for the project commonly referred to as the *Veteran's Walking Path*, within the area shown on the attached map, marked as Exhibit A, which is made a part hereof and further described as follows:

The portion of land within the NW1/4 of the NW1/4 of Section 17, Township 9 South, Range 34 East, Mount Diablo Meridian, excepting out the portion of property identified as the Big Pine Regreening Project.

hereinafter referred to as "Property".

WHEREAS, County desires to enter the Property to perform site evaluation work involving visual surveys to determine the feasibility of developing the *Veteran's Walking Path* to connect the community of Big Pine to a veteran's memorial dedicated to the local citizens who have served in the United States Military, and

WHEREAS, County desires to enter the Property to perform the activities described herein prior to the Board of Water and Power Commissioners of the City of Los Angeles (Board) and the Los Angeles City Council's (City Council) consideration of this matter, assuming all risks associated with such advance entry, including the risk that the Board or City Council may not approve the use of the Property for the *Veteran's Walking Path* and this Right of Entry may be revoked.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, permission is given subject to the following conditions:

1. Acknowledgment: This Right of Entry shall not imply or confer any greater right or permission than LADWP has or can hereby lawfully give.
2. Administrative Fee: County shall pay to LADWP an administrative fee in the amount of Fifty Dollars (\$50) for the processing of this Right of Entry.
3. Term: This Right of Entry shall commence upon the date of execution of this agreement by LADWP and terminate five years thereafter, unless sooner terminated.
4. Scope of Activity: The Property shall be accessed by the County for the purpose of performing site evaluation work involving visual surveys necessary for biological and cultural surveys, environmental assessment compliance, planning aspects, engineering design, and procurement of all required permits from local, state, and federal jurisdictions.
5. Indemnity:
 - 5.1 County hereby acknowledges and represents that it has inspected the Property, knows the condition thereof, and assumes full responsibility for any injury to persons or damage or destruction to the Property caused by reasons of the uses authorized under this Right of Entry. County, on behalf of itself and its successors and assigns, agrees to indemnify, defend (by counsel satisfactory to

the Los Angeles Department of Water and Power), and hold harmless the City of Los Angeles, the Los Angeles Department of Water and Power, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, employees, agents, successors and assigns (individually and collectively, Indemnitees), to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, administrative proceedings, liens, claims of lien, damages (including consequential and environmental damages), costs and expenses (including, without limitation, any fines, penalties, judgments, litigation expenses, and experts' and attorneys' fees) that are incurred by or asserted against Indemnitees in any manner arising by reason of, incident to, or connected in any manner to 1) this Right of Entry; 2) the property covered by this Right of Entry; 3) the non-performance or breach by County of any term, condition, or provision of this Right of Entry; and 4) the acts or omissions of County or its employees, contractors, agents, or invitees in connection with the Right of Entry, regardless of any negligence on the part of LADWP, except for the sole active negligence or willful misconduct of LADWP.

- 5.2 Claims against the Indemnitees by County or its personnel shall not limit the County's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation on the amount or type of damages, compensation, or benefits payable by or for a County or its personnel under workers' compensation acts, disability benefit acts, or other employee benefit acts or insurance.

6. Responsibility for Damage Claims:

- 6.1 County shall require and include the following provisions in its agreements with its contractors and sub-contractors (collectively, Contractor):
- 6.2 Contractor shall indemnify and hold harmless the County, its employees, and its consultants, and the City, the LADWP, and its Board, from suits, actions, or claims brought for injuries or damage received or sustained by a person, persons, or property resulting from the construction operations or arising out of the negligent performance of the contract.
- 6.2.1 Contractor shall procure and maintain until final acceptance of the contract, liability insurance of the types and limits specified below, naming the City, the LADWP, and its Board as additional insureds. Contractor shall obtain insurance from companies authorized to do business in the appropriate state. Contractor shall ensure the insurance covers operations under the contract whether performed by the Contractor or by subcontractors.
- 6.2.2 Before work begins, Contractor shall submit "*certificates of insurance*" to County and LADWP evidencing the insurance specified herein and certifying that the policies will not be changed or canceled until written notice has been given to County and LADWP. Insurance coverage in the minimum amounts set forth below shall not relieve the Contractor of liability in excess of the coverage.
- 6.2.3 Contractor must carry insurance conforming to the following minimums:
Worker's compensation insurance and Employer's Liability. Minimum required by law.

Comprehensive or commercial general liability insurance:

Bodily injury and property damage coverage;

Contractual liability coverage;

Completed operations liability coverage;

\$1,000,000 combined single limit for each occurrence; and

\$2,000,000 general aggregate limit.

Automobile liability insurance. \$1,000,000 combined single limit for each accident.

7. Water and Water Rights:

7.1 There is excepted from this Right of Entry and reserved to the City all water and water rights, whether surface, subsurface, or of any other kind; and all water and water rights appurtenant or in anywise incident to the lands or premises covered by this agreement, or used thereon or in connection therewith, together with the right to develop, take, transport, control, regulate, and use all such water and water rights.

7.2 Unless otherwise stated herein, County shall have no rights or entitlement to develop, take, transport, control, regulate, or use any water, whether surface, subsurface, or of any other kind, or infringe on the water rights of the City.

8. Limitations on Use: County shall at all times exercise the permission herein given in such manner as will not interfere with LADWP's use of the Property for the purpose for which it is held, not inconsistent with the rights herein granted.

9. Termination:

9.1 The permission herein given may be revoked by LADWP at any time by the giving of 180 days' written notice to County. Upon such termination, County will be responsible for removing all County personal property and restoring the Property to the satisfaction of LADWP.

9.2 Upon termination of this Right of Entry for whatever reason, County shall be responsible, to the extent caused by or introduced onto the Property as a result of the use of the Property by County, for all cleanup costs and expenses incurred as a result of any and all discharge, leakage, spillage, emission of material which is, or becomes, defined as any pollutant, contaminant, hazardous waste or hazardous substance, under all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, or imposing liability or standards of conduct concerning any hazardous substance on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 [42 USCS §§9601 et seq.]; the Resource Conservation and Recovery Act of 1976 [42 USCS §§6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act [33 USCS §§1251 et seq.]; the Toxic Substances Control Act [15 USCS §§2601 et seq.]; the Hazardous Materials Transportation Act [49 USCS §§5101 et seq.]; the Federal Insecticide,

Fungicide, Rodenticide Act [7 USCS §§136 et seq.]; the Superfund Amendments and Reauthorization Act [42 USCS §§9601 et seq.]; the Clean Air Act [42 USCS §§7401 et seq.]; the Safe Drinking Water Act [42 USCS §§300f et seq.]; the Solid Waste Disposal Act [42 USCS §§6901 et seq.]; the Surface Mining Control and Reclamation Act (30 USCS §§1201 et seq.); the Emergency Planning and Community Right to Know Act (42 USCS §§11001 et seq.); the Occupational Safety and Health Act [29 USCS §§651 et seq.]; the California Underground Storage of Hazardous Substances Act [H&SC §§25280 et seq.]; the Carpenter-Presley-Tanner Hazardous Substance Account Act (H&SC §§25300 et seq.); the California Hazardous Waste Control Act [H&SC §§25100 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act (H&SC §§25249.5 et seq.); and the Porter-Cologne Water Quality Control Act (Wat. C. §§13000 et seq.), together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to hazardous substances on, under, or about the Property, including ambient air, soil, soil vapor, groundwater, surface water, or land use. Said cleanup shall be accomplished to the satisfaction of LADWP and any governmental body having jurisdiction there over.

10. Condemnation: Nothing in this Right of Entry shall in any way constrain or be interpreted to waive any rights LADWP may have to object or put forth any defenses or challenges to any action to condemn the Property.
11. Notices: Any notice to be given hereunder by either party to the other shall be in writing, and either served personally or sent by prepaid first-class mail. Any such notice shall be addressed as follows:

To LADWP:

Los Angeles Department of Water and Power
Real Estate Section
300 Mandich Street
Bishop, California 93514-3449

To County:

County of Inyo
Public Works Department
P.O. Box Q
Independence, CA, 93526

Or to such other address as LADWP and County may hereafter designate by written notice. Notice shall be deemed communicated within twenty-four (24) hours from the time of mailing if mailed as provided in this paragraph.

The person executing this Right of Entry hereby represents and warranties that they are duly authorized by the party or entity they represent to execute this Right of Entry on behalf of the party or entity.

By execution of this Right of Entry, each party hereby acknowledges the receipt and acceptance of the terms and conditions of this Right of Entry.

COUNTY OF INYO

Date _____ By _____
**CHAIRPERSON OF THE
BOARD OF SUPERVISORS**

The person executing this Right of Entry hereby represents and warrants that they are duly authorized by the party or entity they represent to execute this Right of Entry on behalf of the party or entity.

By execution of this Right of Entry, each party hereby acknowledges the receipt and acceptance of the terms and conditions of this Right of Entry.

**DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES**

Date _____ By _____
MARCIE L. EDWARDS
General Manager

APPROVED:

Richard F. Harasick
Director of Water Operations

Date

EXHIBIT A





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

11

FROM: Road Department

FOR THE BOARD MEETING OF: March 8, 2016

SUBJECT: Temporary closure of Tinemaha Rd./Old 395 about 6 miles South of Aberdeen for Sierra Nevada Bighorn Sheep Demographic Studies

DEPARTMENTAL RECOMMENDATIONS:

Request Board approval of the closure of a portion of Tinemaha Rd./Old 395 about 6 miles South of Aberdeen, for one day during daylight hours, between March 19-28, 2016. The time of the events will be dictated by weather conditions.

CAO RECOMMENDATION:

n/a

SUMMARY DISCUSSION:

California Department of Fish and Wildlife are planning to capture, transport by helicopter, examine, and then return Sierra Nevada Bighorn Sheep. This event will be held to study the population, demographic rates, cause-specific mortality, movement patterns and habitat use of this endangered species.

Once captured, the animals will be transported by helicopter to a staging area and the helicopter will land on the road to study the animal. When studies have been conducted, the helicopter will fly the animals back to the location it was captured.

ALTERNATIVES:

The Board could choose not to approve the road closure. This is not recommended, as the roadway that will be closed is not heavily used, so minimal impacts are anticipated. If the road closure did not occur, the California Department of Fish and Wildlife would need to identify an alternative location for the event.

OTHER AGENCY INVOLVEMENT:

County Counsel

FINANCING:

There is no financial impact anticipated from this event.

Road Department will provide signs, barricades, etc. on a loan agreement basis. Road Department will deliver and pickup traffic control devices.

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>2/24/16</u>
ROAD SUPERINTENDENT	ROAD AND RELATED ITEMS (Must be reviewed and approved by the road superintendent prior to submission to the board clerk.)
	Approved: <u>Yes</u> Date <u>02-26-16</u>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 2/26/16



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: Road Department

FOR THE BOARD MEETING OF: March 8, 2016

SUBJECT: Hiring of Road Equipment Operator for Carpenter Crew

DEPARTMENTAL RECOMMENDATIONS:

Request Board find that consistent with the adopted Authorized Position Review Policy: (a) the availability of funding for the Heavy Equipment Operator I/II position exists in the Road Budget, as certified by the Public Works Director and concurred with by the County Administrator and the Auditor/Controller; (b) where internal candidates meet the qualifications of the position, the vacancy could be filled through an internal recruitment, however an open recruitment would be more appropriate to ensure the most qualified applicants apply; (c) approve the hiring of one full time Heavy Equipment Operator I/II at Range 58 (\$3,310-\$4,027) or II at Range 60 (\$3,471- \$4,216) depending on qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Inyo County Road Department is requesting approval to recruit and hire an Equipment Operator I/II for the Carpenter Crew. After the retirement of the previous Operator, this position is currently vacant, and the Road Department wishes to fill this position at this time. The Carpenter Crew has Countywide maintenance and repair responsibilities including; culverts, road striping and markings, signs, concrete and guardrail repairs. The Crew also assists the Road Crews with traffic control, hauling, equipment operation and snow plowing as requested. It is essential to fill this position in order to maintain the same level of services to the residents of Inyo County. The vacant position is included in the authorized strength and has been included in the FY 2015/16 budget.

ALTERNATIVES:

The Board could elect not to authorize the filling of this vacant position. This is not recommended as the filling of this position will allow the Road Department to continue to provide construction maintenance services to the County with this two person crew.

OTHER AGENCY INVOLVEMENT:

Personnel Department

FINANCING:

The requested position is included in the Authorized Strength for the Road Department and has been included in the Salaries and Benefits identified in the Road budget #034600.

Agenda Request Form
Board meeting of
Subject:

APPROVALS

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

Approved: _____ Date _____

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

Guy Shepherd

Approved: Date 2/29/16

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

Sue D

Approved: Date 2/26/16

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Colin Davis

Date: 3/1/16



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: Probation Department

FOR THE BOARD MEETING OF: March 8, 2016

SUBJECT: Community Recidivism Reduction Grant

DEPARTMENTAL RECOMMENDATION:

Request Board to review and authorize the Chief Probation Officer Jeff Thomson on behalf of the Board of Supervisors to advertise the Request for Proposals for the Community Recidivism Reduction Grant.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: In September 2014, your Board directed the Chief Probation Officer to send a letter to The Board of State and Community Corrections (BSCC) on behalf of Inyo County of its intent to accept Recidivism Reduction Fund monies. The Budget Act of 2014 had allocated \$8 million to the BSCC for the Community Recidivism Reduction Grant (CRRG) as described in Penal Code Section 1233.10. Then in June 2015, the Governor's Budget allocated an additional \$4 million in the 2015-16 Budget and extended the encumbrance date of the Grant monies from December 2015 to June 30, 2016. A total of \$15,000 is available for allocation by the Board of Supervisors.

The Grant monies are "to be provided to a nongovernmental entity or a consortium or coalition of nongovernmental entities that provide community recidivism and crime reduction services to persons who have been released from state prison, a county jail, or a juvenile detention facility, who are under the supervision of a parole or probation department, or any other person at risk of becoming involved in criminal activities." "Funding is available for expenditure for four (4) years and any unspent funds revert to the state.

There is no match requirement; however, per Penal Code Section 1233.10(a) "a county board of supervisors, in collaboration with the county's Community Corrections Partnership, shall develop, administer, and collect and submit data to the" BSCC "regarding a competitive grant program intended to fund community recidivism and crime reduction services, including, but not limited to, delinquency prevention, homelessness prevention, and reentry services." Pursuant to Penal Code Section 1233.10(a)(2)(d) (page 3 of Attachment I) the Board of Supervisors in collaboration with the County's Community Correction Partnership "shall grant funds allocated to the county, as described in subdivision (a), to community recidivism and crime reduction service providers based on the needs of their community." Lastly, up to 5 percent may be withheld by the Board of Supervisor or the Community Corrections Partnership for the payment of administrative costs.

The Chief Probation Officer and members of the Community Corrections Partnership drafted on behalf of the Board of Supervisors a Request for Proposals (RFP) for the Community Recidivism Reduction Grant. It is attached for your review and approval.

A Committee of three (3) Community Corrections Partnership members has agreed to review proposals submitted in response to the RFP. The Committee will make recommendations and the Chief Probation Officer will present those recommendations to your Board at a future Board meeting.

ALTERNATIVES: The Board could choose not to advertise the RFP and return the monies; however, this is not recommended.

OTHER AGENCY INVOLVEMENT:

FINANCING: Recidivism Reduction Fund monies have been received by your Board in the amount of \$15,000.

<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 <u>03/01/2016</u>
AUDITOR/CONTROLLER: N/A	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: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: March 2, 2016

COUNTY OF INYO
REQUEST FOR PROPOSALS



On behalf of the Community Corrections
Partnership (CCP) and
Inyo County Board of Supervisors

Community Recidivism Reduction Grant

Deadline for Submission: Thursday, April 7, 2016 by 3:30 p.m.

County of Inyo
Probation Department
918 N. Main Street
Bishop, California 93514

Overview

The Budget Act of 2014 (Chapter 25, Statutes of 2014) allocated \$8 million to the Board of State and Community Corrections for the Community Recidivism Reduction Grant described in Penal Code Section 1233.10. In FY 2015-2016, the Budget signed by the Governor added an additional \$4 million to the Community Recidivism Reduction Grant. Counties are eligible to receive funds if the Board of Supervisors (BOS), in collaboration with the county's Community Corrections Partnership (CCP), agrees to develop a competitive grant program intended to fund community recidivism and crime reduction services.

The Inyo County BOS and the CCP have established the following guidelines [the Request for Proposal (RFP)] to focus local efforts within the statutory requirements while focusing on local gaps in the Realignment Plan.

Grant funds are intended to fund community recidivism and crime reduction services, including but not limited to, delinquency prevention, homelessness prevention, and reentry services and provide services that are designed to enable persons to whom services are provided to refrain from engaging in crime, reconnect with their family members, and contribute to their communities. Community recidivism and crime reduction services may include all of the following:

I. Self-help groups.

- i. Individual or group assistance with basic life skills.
- ii. Mentoring programs.
- iii. Academic and educational services, including, but not limited to, services to enable the recipient to earn his or her high school diploma.
- iv. Job training skills and employment.
- v. Truancy prevention programs.
- vi. Literacy programs.
- vii. Any other service that advances community recidivism and crime reduction efforts, as identified by the County Board of Supervisors and the Community Corrections Partnership.
- viii. Individual or group assistance with referrals for any of the following:
 1. Mental and physical health assessments.
 2. Counseling services.
 3. Education and vocational programs.

4. Employment opportunities.
5. Alcohol and drug treatment.
6. Health, wellness, fitness, and nutrition programs and services.
7. Personal finance and consumer skills programs and services.
8. Other personal growth and development programs to reduce recidivism.
9. Housing assistance

Award must be used to create a new service, such as those listed above, or to expand an existing effort. Program expansion includes, but is not limited to, adding services to a program that is currently offered to offenders supervised by the Inyo County Probation Department.

Objectives

The following key objectives are to be strongly considered.

1. Strengthen partnerships between criminal justice and not-for-profit agencies. Strong partnerships are essential to program success and long-term sustainability. Partnerships between law enforcement, the Court, prosecutors, defense counsel, jail, and Probation with not-for-profit agencies are critical.
2. Fill unmet needs and complement, not compete with, the existing service environment.
3. Focus on delivering evidence based programming or reducing barriers to access existing services.
4. Assist in generating long-term savings by reducing prison and/or jail commitments, reducing recidivism, and avoiding future victimizations.

Eligibility

Applicants must be a nongovernmental entity or a coalition of nongovernmental entities that have provided community recidivism and crime reduction services to the target population for at least five (5) years.

Award and Availability of Funding

Available funding for the Community Recidivism and Crime Reduction Services Grant Program is projected to be \$15,000. Please see Attachment B for more detail.

Any funds allocated to a service provider under this proposal shall be available for reimbursement of expenditures for a period of one (1) year.

In-kind Match

In-kind match of funds is optional, however, will be given extra consideration. If providing in-kind match of funds, applicants must identify the source and how these funds will be utilized to contribute goods or services that are directly related to the purpose of the Community Recidivism and Crime Reduction Services Grant Program.

Eligible Project Expenditures

The information outlined below applies to the applicant's expenditures and subsequent reimbursement of grant funds as well as eligible use of in-kind match of funds.

Salaries and Fringe Benefits:

The salaries and fringe benefits of the applicant's employees that are directly involved in the project's activities.

Services and Supplies:

Services and supplies necessary for the operation of the project (e.g. lease payments for office space, office supplies, etc.) and/or services and supplies provided to participants as part of the project's design (e.g. basic necessities such as food, clothing, shelter/housing, transportation, and related expenditures).

Other Costs:

Any other costs necessary for the success of the project (e.g. travel costs).

Indirect Costs:

Includes operational overhead and administrative costs. Funds dedicated to this line item may not exceed 5% of the award.

Proposal Submission and Closing Date

The proposal must be received in the Inyo County Probation Department, **at or before 3:30 p.m. on Thursday, April 7, 2016**. Proposals shall be presented under sealed cover and delivered with the original plus three (3) copies and an electronic version (USB drive or CD). **Proposals must be submitted in a sealed envelope clearly marked with the bidder's name and address, the word "PROPOSAL", and the Project Title:**

COMMUNITY RECIDIVISM REDUCTION GRANT

To be considered, **proposals must be received by Inyo County Probation Department, located at 918 N. Main Street, Bishop, California at or before 3:30 P.M. on Thursday, April 7, 2016** at which time they will be publicly opened and read aloud. ***No oral, telegraphic, telephonic, or fax proposals or modification will be accepted.***

For the purposes of this proposal, the time specified will be as defined by **the clock in the Probation Department, 918 N. Main Street, Bishop, California 93514. It is the sole responsibility of the submitting Bidder to ensure that its proposal is received before the submission deadline.** Submitting Bidder shall bear all risks associated with delays in delivery by any person or entity, including the U.S. mail. **PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED REGARDLESS OF THE POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.** In addition to the information requested above, the Proposal should be addressed as follows:

**Inyo County Probation Department
ATTN: Alisa Lembke, Administrative Legal Secretary
918 N. Main Street
Bishop, CA 93514**

Without law or policy to the contrary, if the Bidder took reasonable steps to submit the proposal in due time, and failure of the proposal to be on hand at the time of closing was not the result of negligence or other fault of the Bidder, but was the result of negligence by the County, the County reserves the right to accept such a proposal.

Number of Copies to Be Submitted

Applicants must submit one (1) original hard copy and three (3) copies of the proposal (marked as "COPY") and one (1) version in an electronic format, either a USB drive or CD-ROM. The electronic copy shall be a Windows based MS WORD or PDF document and consist of an exact duplicate of the hard copy in format, layout, and content. *Proposals may not exceed 10 pages.* Page limitation includes attachments and/or appendices. Narrative sections must be double spaced and a minimum of 12 point font size must be used.

Evaluation Process

The following selection criteria will be used to evaluate each submission, with different weight given to each, listed after the individual criteria (total weight possible is 115 points). Applicants must answer all six (6) questions below.

1. What are the applicant's experience, qualifications, and years of providing community recidivism and crime reduction services to the target population? (25 Points)
 - a. Describe the applicant's experience in working within the criminal justice system and demonstrated ability to collaborate with other criminal justice and human service agencies and service providers.
 - b. Detail the applicant's experience in the development and implementation of successful projects involving criminal offenders. Include a summary of relevant prior experience in providing services similar to those proposed.

2. What is the need for the program/service within the target population?

a. Program Need (10 Points)

(1) Describe the area to be served. If the program/service will operate only in specific areas of the County, be specific as to where.

(2) Discuss how this program or service will complement and not compete with other programs currently operating.

b. Target Population (10 Points)

(1) Describe the target population, specifying eligibility and exclusionary criteria, including but not limited to age, gender, offense history, health issues, type of need that will be addressed, etc. Identify the total number of offenders proposed to be served.

3. What is the program design and what service(s) is being proposed? (25 Points)

a. Describe the program model including short term and long term goals, length of program, hours per week, etc.

b. Describe the services to be provided, including how these services will reduce recidivism and victimization.

c. How will the program model be cost-effective or reduce costs otherwise incurred by the criminal justice system?

4. Program Completion/Termination Criteria (15 Points)

a. What will the offender be required to accomplish in order to successfully complete the program?

b. Under what conditions may an offender be subject to termination from the program? How will the program respond to arrests while in-program?

c. How will the program handle non-compliance with the terms of participation? How will your program communicate with Probation on case activity, non-compliance, and termination?

d. How will those that complete the program be transitioned to other services or supports?

5. Budget and Budget Narrative (ATTACHMENT A) (15 Points)

Provide a proposed budget that is complete, cost effective, and allowable (e.g. reasonable, allocable, and necessary for project activities). If applicable, the proposed budget must indicate how in-kind match funds will be allocated in the overall proposed budget. Budget narratives should demonstrate how applicants will maximize cost effectiveness of grant

expenditures.

6. What is the plan for start-up and the timetable for implementation? (15 Points)

Preference Points: Preference points will be given for the inclusion of in-kind match funding in the applicant's budget. Match must be specific in the budget and will become part of the funding award agreement. (5 Points)

Rating Process

Proposals that meet the basic requirements will be evaluated, scored, and ranked by an RFP review committee consisting of three representatives from the CCP. The RFP review committee will evaluate the merits of the proposals in accordance with the specified rating criteria (see Evaluation Process section above) and determine which one is best suited to meet the needs of the Community Recidivism and Crime Reduction Grant Services Program. Following this rating process, the RFP review committee will forward award recommendations for consideration by the County of Inyo BOS. It is anticipated that the BOS will review and award the Grant monies on Tuesday, April 19, 2016. Applicants will be notified of the results of the RFP review committee's proposal evaluation and rating process, as well as the decision of the BOS.

Summary of Key Dates:

Tuesday, March 8, 2016	Issue RFP
Thursday, April 7, 2016 on or before 3:30 p.m. local time	RFP Due to the County of Inyo – Probation Department
Friday, April 8, 2016	Review, evaluate, and score RFP
Tuesday, April 19, 2016	Anticipated date of BOS to consider award recommendations by the RFP Review Committee
Wednesday, April 20, 2016	Anticipated date to notify Applicants of award issuance
Wednesday, June 1, 2016	Project anticipated start-up date

ATTACHMENT A

Budget and Budget Narrative

Proposed Budget Line Item Totals

Please fill out the following table for the project's proposed budget. In-kind match of grant funds requested is optional. Applicants must provide sufficient detail/breakdown to explain how the requested funds outlined in the table below will be expended in each applicable line item. Amounts must be in whole dollars.

LINE ITEM	GRANT FUNDS	IN-KIND MATCH (OPTIONAL)	TOTAL
1. Salaries			
2. Fringe Benefits			
3. Service & Supplies			
4. Other Costs			
5. Indirect Costs			
TOTAL			

Proposed Budget Narrative

In the space below each line item, describe how grant funds and in-kind match funds (optional) would be used to implement the project. If applicable, provide the source of the in-kind match funds. Please provide sufficient detail to explain how all expenditures were estimated and calculated and how they are relevant to the completion of the proposed project.

1. Salaries:

Insert Text Here

2. Fringe Benefits:

Insert Text Here

3. Service and Supplies:

Insert Text Here

4. Other:

Insert Text Here

5. Indirect Costs:

Insert Text Here

ATTACHMENT B

Penal Code Section 1233.10

Section 1233.10 is added to the Penal Code, to read:

1233.10.

(a) Upon agreement to accept funding from the Recidivism Reduction Fund, created in Section 1233.9, a county board of supervisors, in collaboration with the county's Community Corrections Partnership, shall develop, administer, and collect and submit data to the Board of State and Community Corrections regarding a competitive grant program intended to fund community recidivism and crime reduction services, including, but not limited to, delinquency prevention, homelessness prevention, and reentry services. The funding shall be allocated to counties by the State Controller's Office from Item 5227-101-3259 of Section 2.00 of the Budget Act of 2014-15 according to the following schedule:

Alameda	\$250,000
Alpine	\$10,000
Amador	\$10,000
Butte	\$50,000
Calaveras	\$10,000
Colusa	\$10,000
Contra Costa	\$250,000
Del Norte	\$10,000
El Dorado	\$50,000
Fresno	\$250,000
Glenn	\$10,000
Humboldt	\$50,000
Imperial	\$50,000
Inyo	\$10,000
Kern	\$250,000
Kings	\$50,000
Lake	\$25,000
Lassen	\$10,000
Los Angeles	\$1,600,000
Madera	\$50,000
Marin	\$50,000
Mariposa	\$10,000
Mendocino	\$25,000

Merced	\$50,000
Modoc	\$10,000
Mono	\$10,000
Monterey	\$100,000
Napa	\$50,000
Nevada	\$25,000
Orange	\$500,000
Placer	\$50,000
Plumas	\$10,000
Riverside	\$500,000
Sacramento	\$250,000
San Benito	\$25,000
San Bernardino	\$500,000
San Diego	\$500,000
San Francisco	\$250,000
San Joaquin	\$250,000
San Luis Obispo	\$50,000
San Mateo	\$250,000
Santa Barbara	\$100,000
Santa Clara	\$500,000
Santa Cruz	\$50,000
Shasta	\$50,000
Sierra	\$10,000
Siskiyou	\$10,000
Solano	\$100,000
Sonoma	\$100,000
Stanislaus	\$100,000
Sutter	\$25,000
Tehama	\$25,000
Trinity	\$10,000
Tulare	\$100,000
Tuolumne	\$25,000
Ventura	\$250,000

(b) For purposes of this section, "community recidivism and crime reduction service provider" means a nongovernmental entity or a consortium or coalition of nongovernmental entities, that provides community recidivism and crime reduction services, as described in paragraph (2) of subdivision (c), to persons who have been released from the state prison, a county jail, a juvenile detention facility, who are under the supervision of a parole or probation department, or any other person at risk of becoming involved in criminal activities.

(c) (1) A community recidivism and crime reduction service provider shall have a demonstrated history of providing services, as described in paragraph

(2), to the target population during the five years immediately prior to the application for a grant awarded pursuant to this section.

(2) A community recidivism and crime reduction service provider shall provide services that are designed to enable persons to whom the services are provided to refrain from engaging in crime, reconnect with their family members, and contribute to their communities. Community recidivism and crime reduction services may include all of the following:

- (A) Self-help groups.
- (B) Individual or group assistance with basic life skills.
- (C) Mentoring programs.
- (D) Academic and educational services, including, but not limited to, services to enable the recipient to earn his or her high school diploma.
- (E) Job training skills and employment.
- (F) Truancy prevention programs.
- (G) Literacy programs.
- (H) Any other service that advances community recidivism and crime reduction efforts, as identified by the county board of supervisors and the Community Corrections Partnership.
- (I) Individual or group assistance with referrals for any of the following:
 - (i) Mental and physical health assessments.
 - (ii) Counseling services.
 - (iii) Education and vocational programs.
 - (iv) Employment opportunities.
 - (v) Alcohol and drug treatment.
 - (vi) Health, wellness, fitness, and nutrition programs and services.
 - (vii) Personal finance and consumer skills programs and services.
 - (viii) Other personal growth and development programs to reduce recidivism.
 - (ix) Housing assistance.
- (d) Pursuant to this section and upon agreement to accept funding from the Recidivism Reduction Fund, the board of supervisors, in collaboration with the county's Community Corrections Partnership, shall grant funds allocated to the county, as described in subdivision (a), to community recidivism and crime reduction service providers based on the needs of their community.
- (e) (1) The amount awarded to each community recidivism and crime reduction service provider by a county shall be based on the population of the county, as projected by the Department of Finance, and shall not exceed the following:
 - (A) One hundred thousand dollars (\$100,000) in a county with population of over 4,000,000 people.
 - (B) Fifty thousand dollars (\$50,000) in a county with a population of 700,000 or more people but less than 4,000,000 people.

(C) Twenty five thousand dollars (\$25,000) in a county with a population of 400,000 or more people but less than 700,000 people.

(D) Ten thousand dollars (\$10,000) in a county with a population of less than 400,000 people.

(2) The total amount of grants awarded to a single community recidivism and crime reduction service provider by all counties pursuant to this section shall not exceed one hundred thousand dollars (\$100,000).

(f) The board of supervisors, in collaboration with the county's Community Corrections Partnership, shall establish minimum requirements, funding criteria, and procedures for the counties to award grants consistent with the criteria established in this section.

(g) A community recidivism and crime reduction service provider that receives a grant under this section shall report to the county board of supervisors or the Community Corrections Partnership on the number of individuals served and the types of services provided, consistent with paragraph (2) of subdivision (c). The board of supervisors or the Community Corrections Partnership shall report to the Board of State and Community Corrections any information received under this subdivision from grant recipients.

(h) Of the total amount granted to a county, up to 5 percent may be withheld by the board of supervisors or the Community Corrections Partnership for the payment of administrative costs.

(i) Any funds allocated to a county under this section shall be available for expenditure for a period of four years and any unexpended funds shall revert to the state General Fund at the end of the four-year period. Any funds not encumbered with a community recidivism and crime reduction service provider one year after allocation of grant funds to counties shall immediately revert to the state General Fund.

The 2015-16 Budget signed by the Governor in June 2015, provided an additional \$4 million to the Community Recidivism Reduction Grant Program on top of the \$8 million allocated from fiscal year 2014-15. The amounts that each county receives is set in statute. **Inyo County's portion is \$5,000.** In addition, the Budget also changed the encumbrance date from December 2015 to June 30, 2016.

EXHIBIT 1
(SAMPLE - PROFESSIONAL SERVICES AGREEMENT)

See attached sample.

AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF _____ SERVICES

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. TERM.

The term of this Agreement shall be from _____ to _____ 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, attached hereto and by reference incorporated herein.

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

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

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

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

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving

federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. Unless expressly provided for in the Schedule of Fees (Attachment B), County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Unless expressly provided for in the Schedule of Fees (Attachment B), responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor. Any supplies, equipment, vehicles, materials, etc. paid for by County under this Agreement are the personal property of County.

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, employees, and volunteers shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, employees, and volunteers shall comply with the provisions of the Fair

Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. CONFIDENTIALITY.

Contractor 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 Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

18. CONFLICTS.

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

19. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who,

during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

22. AMENDMENT.

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

23. NOTICE.

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

County of Inyo

Department

Street

City and State

Contractor:

Name

Street

City and State

24. ENTIRE AGREEMENT.

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

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AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF _____ SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____
Signature

Dated: _____

Print or Type Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCOPE OF WORK:

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SCHEDULE OF FEES:

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

Other Insurance Provisions

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

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Verification of Coverage

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

Special Risks or Circumstances

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



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: County Administrator

FOR THE BOARD MEETING OF: March 8, 2016

SUBJECT: Great Basin Unified Air Pollution Control District Environmental Public Benefits Fund Block Grant

DEPARTMENTAL RECOMMENDATION:

Request your Board: A) Approve changes and re-allocation of funds for the Great Basin Unified Air Pollution Control District (GBUAPCD) Environmental Public Benefits (EPB) Fund block grant and approve the request of an extension until December 31, 2016 in order to fully expend the EPB grant; and B) Authorize the County Administrator to sign and transmit attached letter and project list to GBUAPCD.

SUMMARY DISCUSSION:

On November 17, 2014 your Board approved a list of projects that Inyo County would submit to GBUAPCD for their Environmental Public Benefits (EPB) Fund Block Grant to reduce air pollution. GBUAPCD approved Inyo County's request at its March 16, 2015, Governing Board Meeting, giving the County until December 31, 2016 to finalize all of the projects and expend the funds. GBUAPCD did state, however, that if more time was needed, a request for an extension could occur through March 31, 2016, if the County submitted a letter and a status report of all projects. Staff submitted a letter to request the extension, and update the project list on December 28, 2015, and was granted an extension through March 31, 2016. After further review and updates to the project list, it has become apparent that another extension is needed, and a request for funds to be re-allocated may also be needed, as the estimates for the projects are coming in lower than anticipated for some, and higher for others. GBUAPCD is requesting an updated list and extension request from Inyo County by March 11, 2016.

One of the projects that was approved by both your Board and GBUAPCD was the paving of the Veteran's Path in Big Pine. Unfortunately, there is no way that this project will be finalized by March 31st. Staff is currently working with Los Angeles Department of Water and Power (LADWP) to move forward, but there are several steps to complete before the project can begin. The first step is to execute a Right of Entry Agreement, which looks promising. Once this occurs the County will complete plans for the project, which will also need to be approved by LADWP. After that, a Memorandum of Understanding (MOU) specifying a series of next steps will need to occur to start and complete the work. Staff is optimistic that this will all move forward so that the project can be completed. If the Veteran's Path Project cannot be completed, for whatever reason, the County wants to be able to utilize the funds designated for the project to another eligible project.

In addition to the above issue, several of the approved projects have been completed and the amounts have differed from what was originally requested/approved. Staff is requesting that you approve an updated list that re-allocates some of these funds in order to fully utilize the grant. If your Board approves this updated list with the additional projects and funding, staff will transmit this updated list with the extension request back to

GBUAPCD by March 11, 2016, in order for their Governing Board to review and approve at their April 13, 2016 meeting.

Following is the list that was originally approved by GBUAPCD, and the status of the projects:

Project	Estimated Cost	Completion Date	Actual/Projected Cost
Inyo County Jail HVAC Replacement	\$40,900	In Process	\$40,900
Statham Hall Heater Replacement	\$10,500	11/2015	\$11,868
South Street County Services Bldg Window Replacement	\$20,300	11/2015	\$22,871
South Street County Services Bldg Insulation	\$10,300	11/2015	\$5,100
Inyo County Jail Water Heater & Boiler Replacement	\$15,300	06/2015	\$7,074
Inyo County Board of Supervisors Meeting Webcast	\$60,000	In Process	\$88,000
Inyo County Teleconferencing/Teletraining Rooms	\$110,000	In Process	\$43,020
Sheriff's Sub Station Parking Lot Paving	\$75,000	11/2015	\$83,967
Big Pine Veterans Path Paving	\$22,700	In Process	\$22,700
Big Pine Veterans Parking Lot	\$111,650	In Process	\$111,650
Wood Chipper for South County Recycling Program	\$20,000	In Process	\$20,000
CARB Compliant Landfill Equipment	\$118,609	02/2016	\$118,609
TOTAL	\$615,259		\$575,759

It is both the goal of GBUAPCD and Inyo County to fully expend the grant on projects that reduce air pollutant emissions. With that goal in mind, staff is requesting the addition of the following items for the current unspent funds:

Big Pine Town Hall Upgrade to Heater in Bar Room	\$5,000
Bishop South Street HVAC Replacement	\$15,000
Independence Juvenile Hall Classroom HVAC Replacement	\$9,000
Bishop Progress House – Install (2) new propane heaters, replacing (2) electrical heaters	\$5,000
Bishop Progress House – Upgrade Attic Insulation	\$5,500
TOTAL	\$39,500

The last item is for an alternative project if the Big Pine Veteran's Path does not get approval to move forward, using the funds that are remaining from the Parking Lot and Path funds:

Paving of lot by the Diaz Lake Handicap Boat Ramp	\$78,625
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ALTERNATIVES:

Your Board could choose not to approve the requested extension and addition of projects, leaving the grant funds unspent resulting in having to send the unused funds back to GBUAPCD.

OTHER AGENCY INVOLVEMENT:

Public Works, Planning and Information Services

FINANCING:

Funds were provided by GBUAPCD through the Environmental Public Benefits Block Grant Program.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date _____
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)
(The Original plus 20 copies of this document are required)



Date: 03-02-2016

KEVIN D. CARUNCHIO
County Administrative Officer



VOX: (760) 878-0292
FAX: (760) 878-0465
kcarunchio@inyocounty.us

COUNTY OF INYO

ADMINISTRATOR'S OFFICE
P. O. Drawer N
INDEPENDENCE, CALIFORNIA 93526

March 8, 2016

Phil Kiddoo
Great Basin Unified Air Pollution Control District
157 Short Street
Bishop, CA 93514-3537

Subject: Environmental Public Benefit Funds (EPB)

Dear Mr. Kiddo:

Recently we requested an extension of the Environmental Public Benefit Funds until March 31, 2016, which you approved on January 4, 2016. Since that time there have been a few issues in regards to the Veteran's Trail Project in Big Pine. We would like to request an additional extension and the re-appropriation of some of the funds, as there have been over or under-expenditures related to several of the approved projects.

In regards to the Veteran's Trail Project in Big Pine, we are currently working with Los Angeles Department of Water and Power (LADWP) to execute a Right of Entry Agreement. If this moves forward, which I am hopeful it will, the next step would be getting approval of the plans from LADWP. If that moves forward, the last step would be the need to execute an MOU with LADWP and the start and completion of the work. Due to this process, we would like to request an additional extension to complete this project. Additionally, if this project fails to move forward, there would be approximately \$78,625 that would need to be allocated to a different project.

Currently most of the projects have been completed and/or are close to completion and final expenditures have been calculated on most of them. There is approximately \$39,500 of unspent funds that we would like to re-allocate to different projects.

Attached is a list of current/approved projects with the expenditure amounts, a list of projects to expend the remaining funds on, and one alternate project to be completed if the Veteran's Trail Project in Big Pine fails to move forward. Additionally we have attached the Board Order

showing approval of these changes/requests by our Board of Supervisors on Tuesday, March 8, 2016.

We would also like to request an extension for the expenditure of the grant until December 31, 2016, which should provide ample time to complete the remaining projects.

If you have any questions about the report or the status of the projects please contact Denelle Carrington, Inyo County Budget Analyst. Her email is dcarrington@inyocounty.us and her direct line is 760-878-0262.

Thank you for your consideration.

Sincerely,

Kevin D. Carunchio
County Administrator

Cc: Inyo County Board of Supervisors

INYO COUNTY EPB STATUS REPORT / ADDITIONAL REQUESTED PROJECT LIST - March 8, 2016

Project	Description	Status (date finalized, in process, out to bid, etc.)	If not Complete, Date to be completed	Amount Expended/To Be Expended	Great Basin Budget
Inyo County Jail HVAC Replacement	Replacement of (2) 11 ton and (1) 5 ton roof mounted electric/propane HVAC units with more efficient units to improve energy efficiency and air quality (including reducing leakage of ozone depleting substances from outdated HVAC)	In Process	March, 2016	\$ 40,900.00	\$ 40,900.00
Statham Hall Heater Replacement	Replacement of (5) early 1970's model of Reznor heater and (1) Hastings HVAC units with more efficient heating system to improve energy efficiency and air quality.	Completed November 2015		\$ 11,868.00	\$ 10,500.00
South Street County Services Building Window Replacement	Replacement of 32 aluminum frame single pane windows with high efficiency insulated double-paned windows, resulting in a minimum of 10% energy savings by reducing heating and cooling needs	Completed November 2015		\$ 22,871.00	\$ 20,300.00
South Street County Services Building Insulation	Retrofit insulation to increase the rating from R11 to R40, improving energy savings by approx 20%, and reducing heating and cooling needs.	Completed November 2015, still waiting for billing completion		\$ 5,100.00	\$ 10,300.00
Inyo County Jail Water Heater and Boiler Replacement	Replacement of boiler and water heater with 20% more efficient rapid recovery units. Project will improve energy efficiency and air quality, and will result in long-term energy savings	Completed before June 2015 Deans Plumbing & Heating		\$ 7,074.00	\$ 15,300.00
Inyo County Board of Supervisors Meeting Webcast	Implement webcast for residents to participate in Board of Supervisor meetings remotely, thus reducing the need for residents to drive from across Inyo County to Independence	Hardware and Software acquired. Software configuration in progress and expected to be functional January 2016. Hardware tentatively scheduled for implementation January 2016. Estimated Project completion date: January 2016.	January, 2016	\$ 88,000.00	\$ 60,000.00
Inyo County Teleconferencing Teletraining Rooms - Bishop and Independence	Install teleconferencing equipment at County offices in Bishop and Independence. The project will reduce considerable travel between County facilities for meetings and trainings, as well as reduce the need to travel out of the area.	Hardware evaluation in progress.	February, 2016	\$ 43,020.00	\$ 110,000.00
Sheriffs Sub Station Parking Lot Paving	Paving approximately 10,390 sq. ft. of unpaved dirt parking lot. Will reduce measurable amounts of Lone Pine and OVPA dust and improve existing parking conditions for employees and residents.	Completed November 13, 2015		\$ 83,967.00	\$ 75,000.00
Big Pine Veteran's Path Paving	Paving approximately 13,360 sq. ft. of unpaved dirt path connecting existing campground to services and Veteran's memorial in Big Pine. Also fully reconstruct existing unpaved parking.	Phase 1 Completed October 2015 Phase 2 is in design	Estimation completion by end of March 2016.	\$ 134,350.00	\$ 134,350.00

INYO COUNTY EPB STATUS REPORT / ADDITIONAL REQUESTED PROJECT LIST - March 8, 2016

Acquisition of California Air Resources Board (CARB) Compliant Landfill equipment	Replace 1971 Caterpillar 920 Front End Loader with 2015 Bull Dozer (change approved by Great Basin from a Loader to a Bull Dozer), in order to meet the 2019 CARB requirements.	On order, being built now, should arrive in mid-February	February, 2016	\$ 118,609.00	\$ 118,609.00
Acquisition of Wood Chipper for South County Recycling Program, Lone Pine	Purchase a wood chipper for use at the Southern Inyo County landfills so the Recycling and Waste Management Department will reduce measurable amounts of OVPA dust while increasing diversion of green materials by using chipped wood on approx. 3,000 sq ft of unpaved roadways and other potentially dust emitting areas of the landfill.	Bids Received and evaluated, needs to go to Board for Permission	February, 2016	\$ 20,000.00	\$ 20,000.00
				\$ 575,759.00	\$ 615,259.00

Additional Requested Projects	Project Description	Estimated Cost
Big Pine Town Hall Heater Upgrade	Replacement of 1 early 1960's model of Gaffner/Sattler - 200,000 BTU propane forced air furnace with 2 Rinnai EX38P propane wall heaters. 1 will go into the bar area and 1 in the meeting room allowing for 80% efficient programmable heating for each room. Current and future heating fuel is propane, which will result in long-term savings. The project reduces measurable amounts of air pollution and energy use in the Owens Valley and beyond.	\$ 5,000.00
Bishop South Street HVAC Replacement	Replace of 1 early 1960's model of York - 3 Ton Heat Pump with (1) 3 Ton heat pump 80% efficient. The project will result in long-term energy savings and complete the energy upgrade of the South Street Services Building - HVAC replacement, energy efficient windows and attic insulation.	\$ 15,000.00
Juvenile Hall Classroom HVAC Replacement	Replacement of 1 - 1960's model Lenox HVAC with an 80% efficient propane heating/AC unit. This is a more efficient heating and cooling system to improve energy efficiency and air quality. Current and future heating fuel is propane. The project reduces measurable amounts of air pollution and energy use in the Owens Valley and beyond.	\$ 9,000.00
Progress House, Bishop	Replace 4 - thermador electric heaters - 240/2000 watt with 2 Rinnai - EX38P 80% efficient wall heaters. Current heating fuel is electric, future heating fuel will be propane used to heat all of the common areas of Progress House. This project will result in measurable amounts of reduced air pollution and energy use in the Owens Valley and beyond as well as long term savings and a more comfortable living environment for residents.	\$ 5,000.00

Progress House, Bishop	Adding 12" of blow in fiberglass insulation in the attic area increasing the R-Value to R-40 to improve energy savings by approximately 20% and reducing heating and cooling needs which reduce air pollution and energy use in the Owens Valley and beyond.	\$ 5,500.00
		\$ 39,500.00

Alternate Project if Veteran's Path can not be completed

Project	Project Description	Estimated Cost
Diaz Lake Handicap Boat Ramp Parking Lot	Pave the dirt lot adjacent to the Diaz Lake Handicap Boat Ramp. Will reduce measurable amounts dust and provide ease of access for residents using this ramp.	\$ 78,625.00



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

15

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

FROM: County Administrator

FOR THE BOARD MEETING OF: March 8, 2016

SUBJECT: Hiring an Assistant Clerk of the Board of Supervisors or Senior Assistant Clerk of the Board of Supervisors

DEPARTMENTAL RECOMMENDATION:

Request your Board:

1. Approve the job description for the Assistant Clerk of the Board of Supervisors (Range 68) and the Senior Assistant Clerk of the Board of Supervisors (Range 72); and, approve a change in Authorized Staffing by deleting the current Assistant Clerk of the Board of Supervisors position (Range 72) and adding Assistant Clerk of the Board of Supervisors position (Range 68); and, approve adding the Senior Assistant Clerk of the Board of Supervisors position (Range 72) to the job series.
2. Find, consistent with the adopted Authorized Position Review Policy, (a) the availability of funding for the requested position will come from the money appropriated in the Board of Supervisors' budget in the General Fund, as certified by the County Administrator and concurred with by the Auditor-Controller; (b) an open recruitment is appropriate to ensure the greatest pool of qualified candidates apply for the position; (c) authorize hiring one (1) Assistant Clerk of the Board of Supervisors Range 68 (\$4,188-\$5,088) or, Senior Assistant Clerk of the Board of Supervisors Range 72 (\$4,601 - \$5,589).
3. If the recruitment results in filling the position at the Senior Assistant Clerk of the Board of Supervisors level (Range 72) authorize changing the Authorized Staffing by deleting the Assistant of the Board of Supervisors position (Range 68) and adding one (1) Senior Assistant Clerk of the Board of Supervisors position (Range 72).

SUMMARY DISCUSSION:

The current Assistant Clerk of the Board of Supervisors has elected to retire effective March 31, 2016, after 24 years in the position. The fact is she cannot be replaced. It is also a fact that the position needs to be filled.

The position of duties of the Clerk of the Board of Supervisors are identified in Inyo County Code Chapter 2.10, Sections 2.10.010 through 2.10.050, and the County Administrator is appointed to the position of Clerk of the Board of Supervisors by Inyo County Code Chapter 2.08, Section 2.08.015(A)(1). Under general supervision of the County Administrator, the Assistant Clerk of the Board of Supervisors fulfills these responsibilities on a day-to-day basis, as well as assisting Board members and the County Administrator on a wide variety of issues.

The job description has been updated to reflect the actual job functions and responsibilities that have evolved with the position over the past 24-years. Since the current salary is based on these duties and the demonstrated ability to perform them, it seems appropriate to distinguish a Senior Assistant Clerk of the Board at the current salary for the job class (Range 72), from Assistant Clerk of the Board job class recommended to be compensated at a Range 68.

Since the incumbent Assistant Clerk of the Board of Supervisors announced her retirement, I have been looking for opportunities to update and possibly restructure the position within the County Administrative Office. The most promising structure involved possibly combining the Assistant Clerk of the Board with the Assistant to the County Administrative Officer and paying the combined position at a higher range. Doing so would necessitate hiring a second, lower paid position to handle less complex Board and County Administrator assignments, thereby reducing potential salary savings. Furthermore, and the issue that proved most challenging to resolve, is the fact that County Office of Emergency Services responsibilities in the County Administrative Office have grown exponentially over the last 15-years. This is due to the increased growth and demands by the Governor's Office of Emergency Services, associated State and Federal regulations being imposed on the County, and the recent plethora of local emergencies. The growth in emergency service mandates and needs has proved problematic relative to the functioning of the County Administrative Office and wide-ranging responsibilities of the Assistant to the County Administrative Officer. It simply proved unworkable to expect one enhanced position, with clerical supports, realistically perform the tasks and meet the needs of your Board, the County Administrator, and the Office of Emergency Services. Something or many things would certainly fall through the cracks, and none of these functions – Board of Supervisors, County Administration, and Emergency Services – have a high tolerance for failure. I will be bringing back a separate proposal to address the growing emergency services needs of the County.

While it is certainly hoped and desirable that the vacancy in the Assistant Clerk of the Board position can be filled quickly, it is even more imperative that the position be filled with a qualified and compatible candidate. For this reason, a broad recruitment strategy will be employed and the position will remain open until filled. Until that time, staff in the County Administrative Office, primarily the Assistant to the County Administrative Officer and Deputy Personnel Director, will work in tandem to carry out the necessary and critical functions of the Assistant Clerk of the Board of Supervisors position.

County Code Section 2.08.040(E) sets forth a policy whereby no new positions are to be created or filled in any fiscal year after adoption of the County Budget, unless made necessary by unforeseen or unanticipated emergencies and recommended by the County Administrator. Consistent with County Code, I am recommending the changes in Authorized Staffing because (a) the changes are necessary to recognize all the duties that have accrued to the position since the job description was last modified; and, (b) because the change in Authorized Staffing will not increase Net County Cost and, if filled at the new Assistant Clerk of the Board (Range 68) position actually result in some budgetary savings.

ALTERNATIVES:

Your Board could choose not to fill the position but this is not recommended due to the position being critical to County and Board and Administration operations.

Your Board could direct that staff continue to work on restructuring the position within the County Administrative Office, however, this is not recommended due to the issues recited above and the need to fill the position of Assistant Clerk of the Board of Supervisors sooner than later.

OTHER AGENCY INVOLVEMENT:

The position of Assistant Clerk of the Board of Supervisors/Senior Assistant Clerk of the Board of Supervisors interacts with all local, state and federal agencies and offices, as well as non-governmental entities, with which the County has relationships.

FINANCING:

Funding for the position is appropriated in the Fiscal Year 2015-2016 County Budget. If filled at the new Assistant Clerk of the Board job class, there will be an approximate \$17,000 to \$23,000 a year savings compared to current costs.

<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 <u>3/3/16</u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

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



Date: 03-03-2016

ASSISTANT CLERK of the BOARD OF SUPERVISORS

SENIOR ASSISTANT CLERK of the BOARD OF SUPERVISORS

DEFINITION

Under general supervision of the County Administrative Officer/Clerk of the Board, organizes, coordinates, and conducts all the day-to-day activities of the County Board of Supervisors within the County Administrative Office; prepares agendas, records and documents actions taken by the Board of Supervisors; accepts and distributes legal service to the County; provides appropriate and responsible administrative support to the Board and its members and the County Administrative Officer/Clerk of the Board; and functions as a positive and cooperative team member within the County Administrative Office.

DISTINGUISHING CHARACTERISTICS

This is a single position and specialized classification responsible for providing a high level of administrative assistance, legal recordkeeping and documentation, research and analyses of sensitive issues associated with the functions of the County Board of Supervisors, and acting as a liaison between the Board of Supervisors, its members, County departments, and citizens. The incumbent in this job class is required to be fully trained in all policies, procedures and mandates related to the Board of Supervisors, its responsibilities and functions. Employees in this job class are expected to possess specialized knowledge of the Board of Supervisors roles and responsibilities, including administrative, operational, and mandated processes and systems. Discretion, attention to detail, and confidentiality are essential characteristics of the job, and the incumbent in this job class is expected to be politically aware without being political; practicing discernment amidst divergent viewpoints and interests, and impartiality in favor of the Board as a whole.

The Senior Assistant Clerk of the Board of Supervisors is distinguished from the Assistant Clerk of the Board of Supervisors by five (5) years of actual job experience as a Clerk, or Assistant Clerk in a City or County setting or closely related position. The Senior Assistant Clerk of the Board of Supervisors is further distinguished from the Assistant Clerk of the Board of Supervisors by a demonstrated ability to assume responsibility for a greater number of independent tasks and assignments within the County Administrative Office.

LEVEL OF RESPONSIBILITY AND SCOPE

Receives general supervision from the County Administrative Officer/Clerk of the Board of Supervisors within the applicable provisions of Inyo County Code, Chapter 2.08, Chapter 2.10, and Chapter 2.56.

COUNTY of INYO

Assistant Clerk to the Board of Supervisors/Assistant to the Board of Supervisors

EXAMPLES OF ESSENTIAL DUTIES – Duties may include, but are not limited to, the following:

Attends meetings of the County Board of Supervisors; prepares minutes of complex, and sometimes sensitive Board agenda items; coordinates agenda items with County departments and the County Administrative Office and schedules agenda items.

Executes or communicates details of Board actions; composes, publishes, records, circulates, and maintains official records of the Board of Supervisors' meetings and actions taken.

Under general supervision, and a high-degree of expected autonomy, coordinates, organizes, and performs the day to day operations of the Board of Supervisors within the County Administrative Office, including a variety of routine to complex clerical, secretarial and budgetary functions; and, with direction from the County Administrator, develops and implements operational procedures and systems to effectively implement the goals, policies, and priorities adopted by the Board of Supervisors.

Prepares the Board of Supervisors Division budget; assists in budget implementation; participates in the forecast of funds needed for staff, equipment, materials and supplies; administers approved budget. Assists the County Administrator and County Administrative Office in the preparation of the annual County Budget, when requested.

Accepts and distributes legal notices served upon the County.

Provides temporary back-up staff support to other positions within the County Administrative Office, when requested.

Works with the County Administrative Officer to plan and prepare Board agendas; receives and reviews agenda items to ensure that all submittals are complete, and adhere to County Policy and legal requirements; provides input and follow-up regarding agenda submittals to ensure accuracy, clarity, and conciseness.

Prepares and distributes ordinances, resolutions and documents resulting from Board actions, including literal transcripts of meetings.

Keeps the County Administrative Officer informed of issues important to or with the potential to politically affect the County, the Board of Supervisors, and members of the Board of Supervisors.

May assist the County Administrator/Personnel Director in coordinating and administering the appointed department head evaluation process, and department head salary survey, for Board of Supervisors.

Receives and announces bids on behalf of the County and may assist County departments in preparing and distributing Requests for Proposals according to County standards and legal guidelines; scheduling bid submittals and openings, notifying bidders of awards, and preparing and coordinates completion of contract documents.

COUNTY of INYO

Assistant Clerk to the Board of Supervisors/Assistant to the Board of Supervisors

Maintains and tracks all executed County contracts.

Establishes, maintains and indexes extensive information and document files for the Board of Supervisors.

Assists the Board of Supervisors and its members with the legal requirements and compliance issues affecting the assigned and mandated functions and activities of the Board of Supervisors and its members.

Provides legislative aide and analyst support for the Board of Supervisors and County Administrative Officer on local, state and federal issues; maintains and updates the Board's Legislative Platform; researches a variety of issues, gathers requested data, recommends appropriate responses/action to be taken; and provides back-up materials for Board of Supervisor members upon request.

Prepares proclamations for the Board of Supervisors, its members, and the County Administrative Officer.

Acts as a liaison between the Board of Supervisors and the County Administrative Officer with County departments on the interpretation of and adherence to Board policies and procedures; acts as primary resource to the County departments, management, staff, and the general public regarding Board actions, agenda schedules and presentations, and Office operations and processes.

Coordinates and makes travel arrangements; maintains appointment schedules and calendars; arranges meetings as necessary and upon request; and, assists individual Board members with reimbursement requests if requested.

Initiates and maintains positive working relationships with County Supervisors, County management, staff, and the general public using principles of positive customer service.

As assigned by the County Administrative Officer, provides clerical support to the boards, commissions and councils under the purview of the Board of Supervisors or in which the members of the Board participate.

Carries out special projects assigned by the County Administrative Officer, independently or under the direction of the County Administrative Officer or his designee, including but not limited to responsibilities associated with the County Office of Emergency Services.

Coordinates and facilitates Board appointments to vacancies on commissions, committees, special districts, and similar entities under the Board's purview.

Working with the County Administrative Officer, and facilitating inter-department communication, coordinates the Board of Supervisors mandated responses to Grand Jury reports.

Performs related duties as assigned.

COUNTY of INYO

Assistant Clerk to the Board of Supervisors/Assistant to the Board of Supervisors

MINIMUM QUALIFICATIONS

Knowledge of:

- Principles and practices of records management especially as related to public information and legal documents.
- Responsibilities, functions and operating procedures of the County Board of Supervisors.
- Essential knowledge of California Public Records Act and Brown Act.
- Standard and accepted county governmental policies and procedures.
- Organizational structure of county government and the services and functions provided by each department.
- Preparation of agendas, minutes and indexing systems; and the format and legal requirements used in preparation of resolutions and ordinances.
- Standard and accepted English usage, spelling, grammar, and punctuation.
- Standard and accepted office methods, procedures, and computer equipment.
- Basic principles and practices of bookkeeping.
- Standard and accepted business letter writing and report writing.

Skill to:

- On a continuous basis, prepare and monitor budget and technical reports and legislation; know laws, regulations and codes; problem solve division related issues; remember various rules; and explain and interpret policy.
- Understand, interpret, recommend and apply County Board of Supervisors and County Administrative Office policies procedures, rules and regulations.
- Work evenings or week-ends when Board of Supervisors or other assigned boards/commissions conduct meetings at times other than those regularly scheduled, or as required by special assignments.
- Understand political consequences of actions or in-actions.
- Take notes and/or dictation at a speed and level of accuracy necessary to successfully perform required duties and transcribe it accurately.
- Word process/type accurately at a speed necessary to successfully perform required duties.

COUNTY of INYO

Assistant Clerk to the Board of Supervisors/Assistant to the Board of Supervisors

- Operate audio/visual systems in the Board of Supervisors' Chambers.
- Discern and distill significant and essential details from complex presentations and discussions.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Maintain keen attention to detail.
- Gain cooperation through discussion and persuasion.
- Practice critical thinking on a continuous basis.
- Understand, interpret and apply County Board of Supervisors and County Administrative Office policies, procedures, rules and regulations.
- Simultaneously manage multiple assignments in a highly organized manner in an environment that is always fluid and sometimes chaotic.
- Prepare and administer assigned budgets.
- Prepare clear, concise, and competent reports, correspondence and other written materials.
- Research and organize pertinent materials for Board issues.
- Establish and maintain complex and legal recordkeeping and indexing systems.
- Compose general correspondence, press releases, resolutions, proclamations, letters and reports.
- Interpret and apply administrative and departmental policies, procedures, and regulations.
- Operate and utilize a variety of office equipment including computer hardware and software as assigned.
- Recognize issues of a confidential nature and handle appropriately.
- Plan, organize and schedule priorities for self and others in an effective and timely manner.
- Compile and maintain complex and extensive records and prepare routine reports.
- Work with various cultural and ethnic groups in a tactful and effective manner.
- Communicate clearly, effectively, and concisely, both orally and in writing.
- Coordinate special meetings and events.
- Meet the physical requirements necessary to perform required duties in a safe and effective manner for self and others.

COUNTY of INYO

Assistant Clerk to the Board of Supervisors/Assistant to the Board of Supervisors

- Establish and maintain effective working relationships with those contacted in the performance of required duties.
- Function as a positive presence and team member in the County Administrative Office.

License or Certificate:

- May need to possess a valid driver's license as required by the position. Proof of adequate vehicle insurance and medical clearance may also be required.

Experience and Training

- Any combination of experience and training that would provide the required knowledge and skills is qualifying. A typical way to obtain the required knowledge and skills would be:

Experience:

At least five (5) years of progressively responsible secretarial/administrative support experience, including sufficient experience as secretary to a public board or commission.

Training:

Equivalent to an associate's degree from an accredited college with major course work in business, general management, government or a related field.

Senior Assistant Clerk of the Board of Supervisors:

To be considered for the Senior Assistant Clerk of the Board of Supervisors the candidate for the job class must possess at least five (5) years of actual job experience as a Clerk, or Assistant Clerk in a City or County setting, or closely related position. Additionally, the Senior Assistant Clerk of the Board of Supervisors must possess the demonstrated ability to successfully assume responsibility for a greater number of independent tasks and assignments within the County Administrative Office.

Typical Physical Requirements:

Sitting for extended periods of time daily; standing and walking short distances. Minimal twisting, bending, stooping, and lifting in the performance of assigned duties. Normal manual dexterity and eye-hand coordination required. Repeated hand-wrist movement required. Corrected vision to normal range; normal hearing and talking is required for verbal communications. Ability to use a variety of office equipment and machines as referenced. Occasionally run errands; lift light weight. Good memory and recall is necessary for the accurate and timely transfer of data/information.

Typical Working Conditions:

Most assigned work is normally performed in an office environment. Continuous contact with departmental and County staff, management, general public, individuals and other outside organizations. Required to attend meetings outside of regular working hours.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 16

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

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

FOR THE BOARD MEETING OF: March 9, 2016

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval of the minutes of the Board of Supervisors Meetings of A) February 9, 2016; and B) February 16, 2016.

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)
 (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

17

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

FROM: Water Department

FOR THE BOARD MEETING OF: March 8, 2015

SUBJECT: Drought Conditions Workshop

DEPARTMENTAL RECOMMENDATION:

Water Department requests your Board hear a briefing on regional and local drought conditions.

SUMMARY DISCUSSION:

Presentation slides are attached. Summarizing the presentation:

- The drought is likely to continue, but this year will not have the unprecedented severity of last year.
- This spring may be wetter than normal.
- Owens Valley runoff last year was the driest on record starting in 1935; 46% of normal.
- Exports to Los Angeles last year were the lowest on record starting in 1935; 9% of normal.
- In-valley uses were below normal, but not as much as runoff or export, e.g., irrigation was about 85% of '81-82 baseline amounts.
- In the Owens Valley, this coming season's runoff is likely to be below normal, but not as far below as last year.
- Storage in Crowley is the highest it has been since 2012. Crowley was not lowered last summer as much as it normally is.
- Management of Sabrina and South Lakes has been better the last two years than in 2013, resulting in beneficial late-season water availability in west Bishop.
- Bad news: drought will continue; last year was horribly dry.
- Good news: there may be a wet spring; Crowley in relatively good shape; Bishop Creek managed better than 2013.

ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

FINANCING:

N/A

APPROVALS

COUNTY COUNSEL:

N/A

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.)*

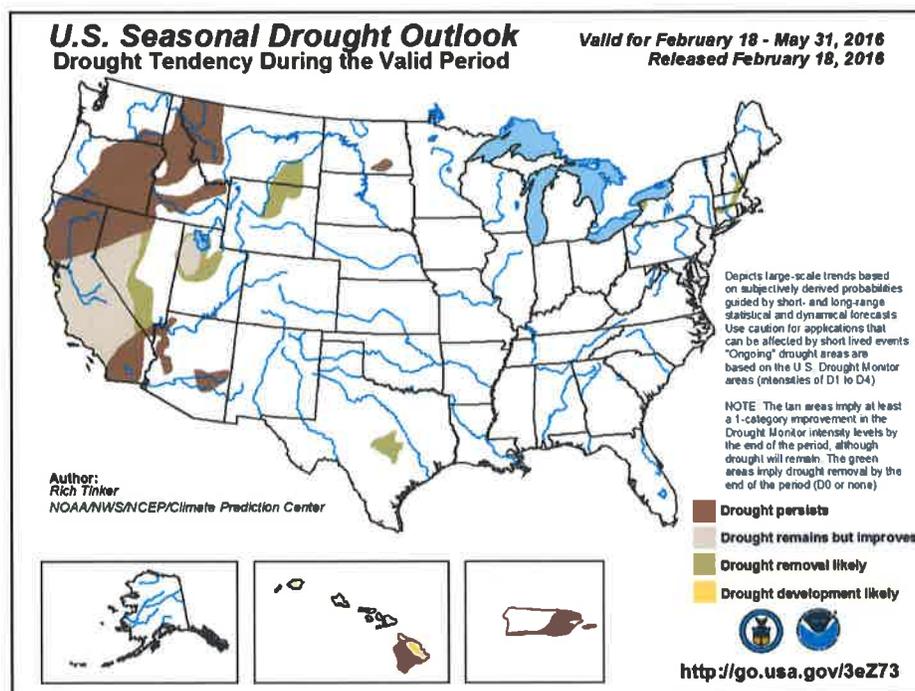
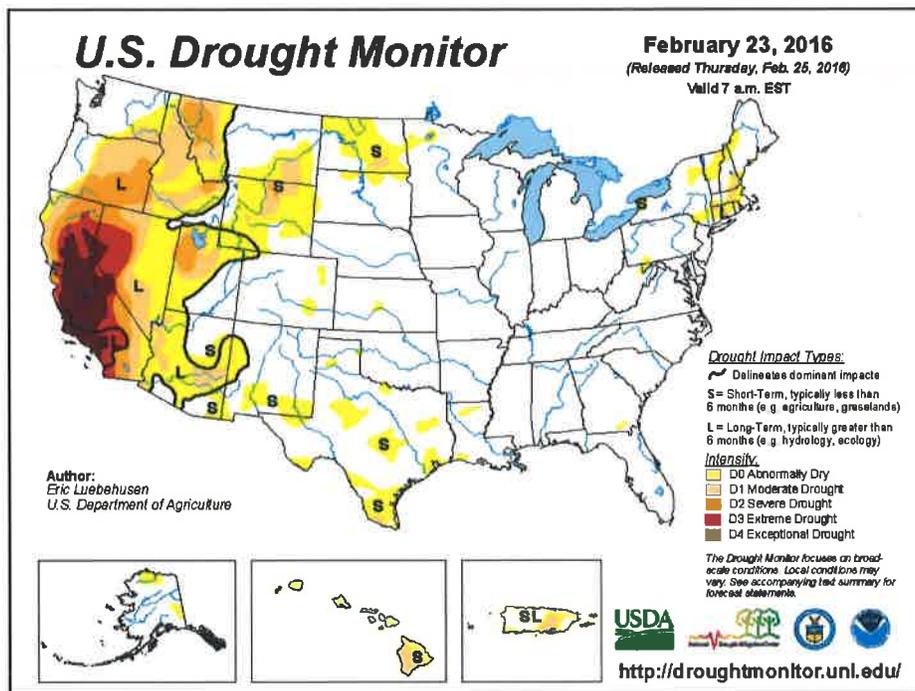
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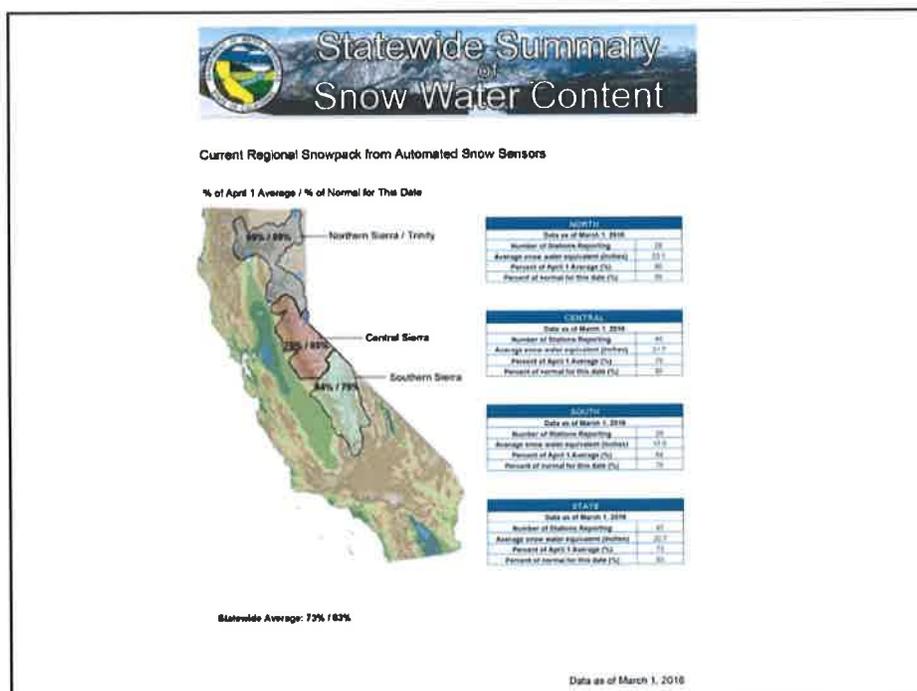
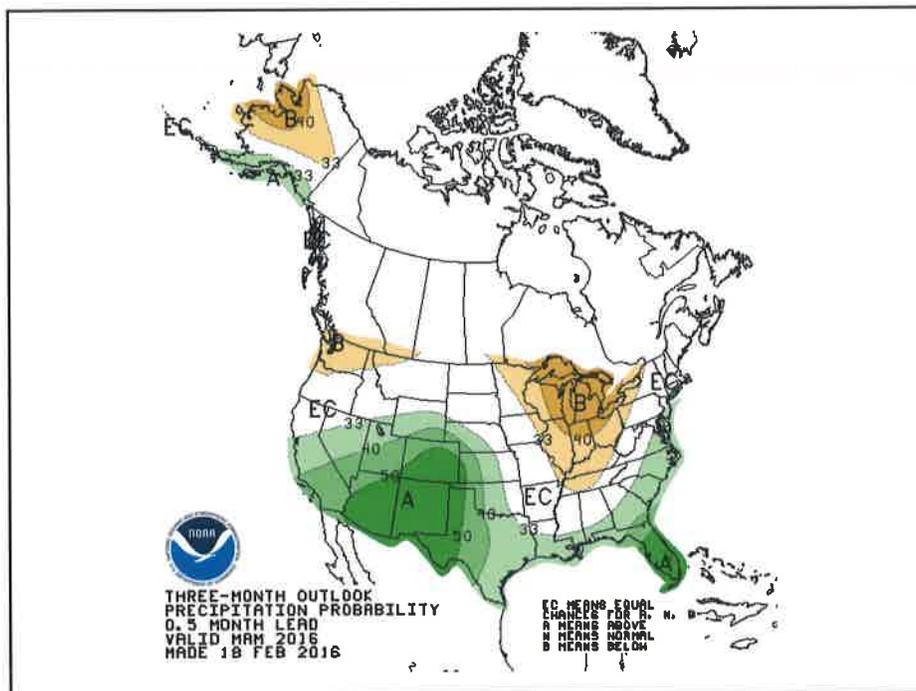
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: _____ Date: _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services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

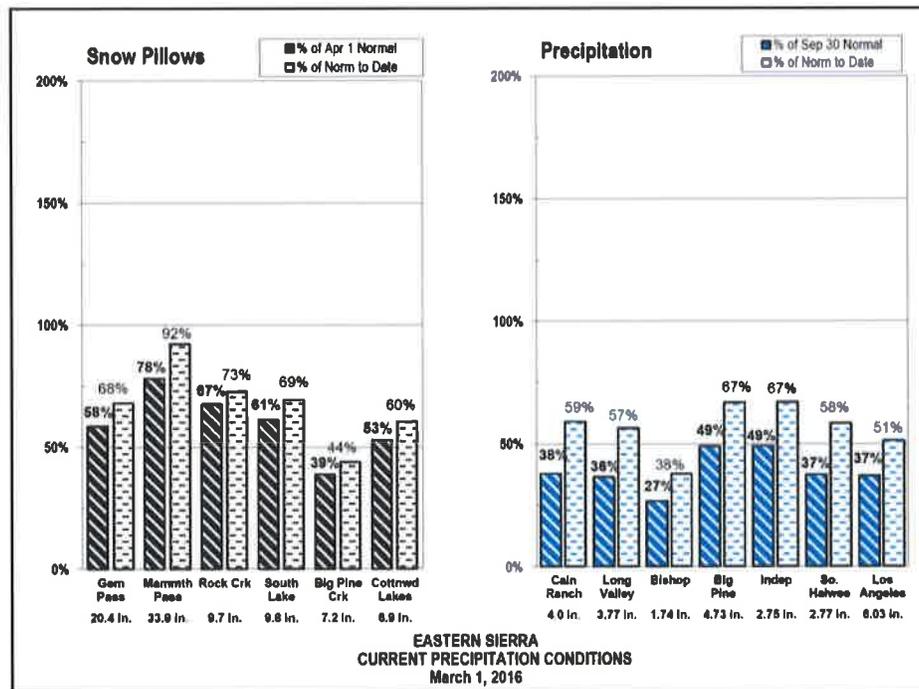
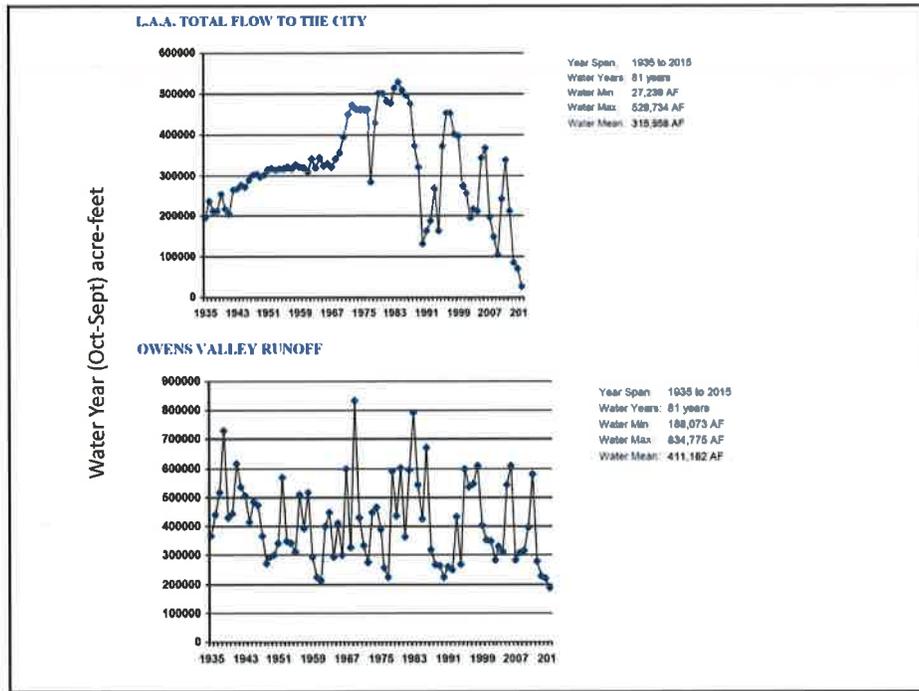
DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)

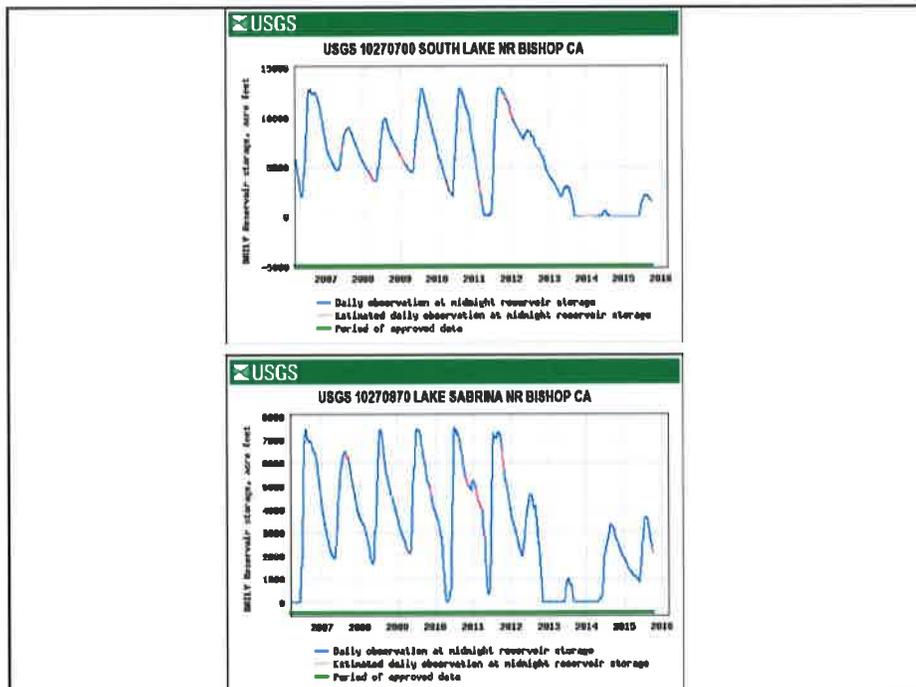
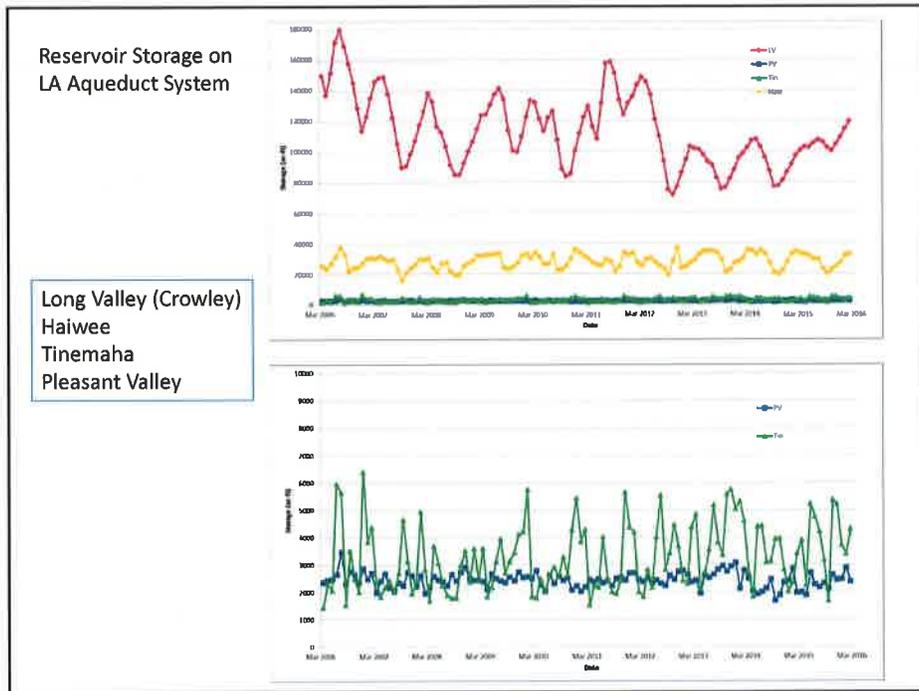


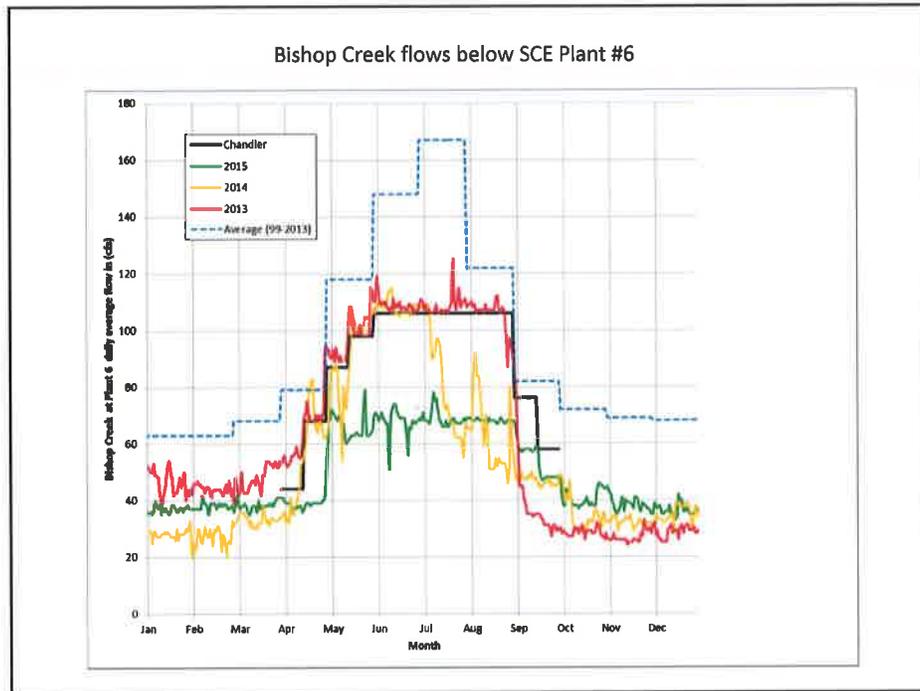
Date: 3/2/16











Summary:

- The drought is likely to continue, but this year will not have the unprecedented severity of last year.
- This spring may be wetter than normal. Fingers crossed.
- Owens Valley runoff last year was the driest on record starting in 1935 – 46% of normal.
- Exports to Los Angeles last year were the lowest on record starting in 1935 – 9% of normal.
- In-valley uses were below normal, but not as much as runoff or export, e.g., irrigation was about 85% of '81-82 baseline amounts.
- In the Owens Valley, this coming season's runoff is likely to be below normal, but not as far below as last year.
- Storage in Crowley is the highest it has been since 2012. Crowley was not lowered last summer as much as it normally is.
- Management of Sabrina and South Lakes has been better the last two years than in 2013.
- Bad news: drought will continue; last year was horribly dry; sure seems warm.
- Good news: May be a wet spring (heard that before...); Crowley in relatively good shape; Bishop Creek managed better than 2013.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

18

- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for 1:30 p.m. Closed Session Informational

FROM: County Administrative Officer/County Counsel/Planning Department

FOR THE BOARD MEETING OF: March 8, 2016

SUBJECT: Tribal Consultation Policy Workshop

DEPARTMENTAL RECOMMENDATION: Conduct a workshop regarding the Draft Tribal Consultation Policy.

SUMMARY DISCUSSION: The Board of Supervisors has been conducting workshops regarding its draft Tribal Consultation Policy pursuant to Senate Bill (SB) 18 (Burton, 2004) and Assembly Bill (AB) 52 (Gatto, 2014) since September; the most recent Workshop was held on January 12, 2016.¹ Representatives of the Lone Pine, Death Valley Shoshone, and Big Pine Tribes attended and participated. At the conclusion, the Board directed staff to update the draft Policy and work with the tribes to schedule another Workshop.

County staff updated the draft Policy per the discussions on January 12, and sent the updated draft Policy in an electronic format to tribal representatives on January 27. To date, no input has been received. Staff also polled tribal representatives regarding potential upcoming meeting dates, and agreed to March 8. Staff emailed tribal representatives to remind them the week before the Workshop.

Exhibit A includes the updated draft Tribal Consultation Policy.² Exhibit B includes the January 12, 2016 Agenda Request Form. Below is a summary of the comments received on January 12, with responses. Correspondence was received from the Big Pine Tribe on January 12, which is included in Exhibit C.

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.

¹ Refer also to <http://inyoplanning.org/projects/Tribal%20Consultation/InyoCountyTribalConsultationPolicy.htm>.
² Modifications made prior to January 12 are illustrated in strikethrough/underline. Additions made after January 12 are illustrated additionally with highlight.

Input Summary and Responses

The following summarizes comments provided at the January 12 Workshop and provides responses. Previous input and responses are detailed in Exhibit B.

Summarized Comment – should the Policy be expanded to include the Open Space General Plan Element?

Response – the first paragraph references designating lands as open space. Specific reference could be added to Government Code Section 65562.5 – which addresses SB18's open space consultation requirements – if desired.

Summarized Comment – this is a State-mandated local program.

Response – staff concurs.

Summarized Comment – an agreement should be pursued with the Lone Pine Tribe.

Response – staff concurs. Once the Policy has been adopted, it is the County's intention to negotiate individual agreements with each local Tribe if the Tribe so wishes.

Summarized Comment – the County should meet with individual Tribes and all the Tribes annually.

Response – staff believes that this would be a worthy goal. The draft Policy has been updated to incorporate this concept.

Summarized Comment – consultation meetings with the entire Tribal Council could be problematic.

Response – staff concurs and believes that the draft Policy allows for a subset of the Tribal Council to participate. Staff recommends that at least two members of the Tribal Council be involved in the meetings for institutional memory.

Summarized Comment – confidentiality should be maintained.

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 – the supervisors appointed to each committee should represent the Tribes in the committee.

Response – staff generally concurs. However, staff recommends that the Policy be open-ended in this regard to be adaptable to unusual circumstances and to reflect supervisorial districts that traditionally accommodated multiple tribal communities.

Summarized Comment – AB52 training should be undertaken.

Response – staff concurs and recommends participating in training resources permitting.

Summarized Comment – Subsections a-k in Section III(iii)³ should be deleted.

Response – staff recommends that the topics in Subsections a-k be addressed in the County's Consultation Policy to provide guidance if there are not agreements with the individual Tribes. Modifications to Subsections a-k may be specified in individual agreements with the Tribes; the draft Policy has been updated to emphasize this concept.

Summarized Comment – the third paragraph and three numbered statements in Subsection IV⁴ should be deleted.

Response – staff believes that these concepts are important to guide consultation regarding additional topics to be discussed, and recommends that they be included. Per the Board's direction, staff has included clarification to indicate that individual agreements can modify procedural guidance.

Summarized Comment – the agreements with the individual Tribes should provide for modifications to the Policy's procedural guidance.

Response – staff has added language to clarify this point in the updated draft Policy.

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.

³ In the previous version of the draft Policy this reference was in Section II(iv).

⁴ In the previous version of the draft Policy this reference was in Section III.

APPROVALS

COUNTY COUNSEL: <i>yes</i>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) <i>[Signature]</i> <i>2/2/16</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)

[Handwritten Signature]

Date: *3/2/16*

Exhibits:

- A. Updated Draft Tribal Consultation Policy
- B. January 12, 2016 Agenda Request Form
- C. Correspondence

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 [Senate Bill \(SB\) 18](#) (Burton, 2004) and [Assembly Bill \(AB\) 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 [California Environmental Quality Act \(CEQA\)](#) project [Public Resources Code section 21074], and designation of land as open spaces containing traditional tribal cultural places. Additionally, Inyo County [Code](#) 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. DEFINITIONS AND ACRONYMS

The following definitions apply to this Policy:

- i. Consultation. 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. Consultation Committee. Two representatives of the Inyo County Board of Supervisors designated by the Board and Tribal Council members of each individual Tribe designated by the Council.
- iii. Cultural Resources. Tribal cultural resources as defined by Public Resources Code Section 21074.
- iv. Environmental Impact Report. An environmental document prepared and processed pursuant to CEQA (Public Resources Code Section 21000 et seq.) and the CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3, Section 15000 et seq.).
- v. General Plan. A comprehensive, long-term general plan for the County as described in Government Code Section 65300 et seq.
- vi. Negative Declaration. An environmental document prepared and processed pursuant to CEQA (Public Resources Code Section 21000 et seq.) and the CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3, Section 15000 et seq.).
- vii. Specific Plan. A Plan prepared to Government Code Section 65450 et seq.

The following acronyms are utilized in this Policy.

- i. AB. Assembly Bill
- ii. CEQA. California Environmental Quality Act
- iii. EIR. Environmental Impact Report
- iv. MOU. Memorandum of Understanding
- v. SB. Senate Bill

III. 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.i. **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.ii. **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.iii. **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. The County will follow the following protocol with local tribes absent an agreement with the specific Tribe, and will consider substantive modifications to the protocol in any such agreement. To accomplish this, unless otherwise specified in an agreement with a particular Tribe, 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 at least two members of its Tribal Council to serve as its representatives to the consultation meetings; alternatively, the full Tribal Council may serve on the Consultation Committee.

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.IV. 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 should all:

1. Be consistent with and not contradict this County's Policy & Protocol for Tribal Consultation, although minor modifications to specific timing, noticing, and other procedural requirements may be considered; 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.

V. Regular Meetings between the County and the Tribes

The County will endeavor to schedule yearly, quarterly, or other periodic meetings with all local tribes, subgroups of the tribes, or individual local tribes to discuss general topics and implementation of this Policy and Protocol. Confidential information should not be shared at these meetings unless the County can maintain confidentiality and withhold the information from the general public pursuant to relevant laws.

1. The County Board of Supervisors may conduct such meetings at regular or special Board meetings, or designate two Supervisors to conduct such meetings.
2. The Chairperson of the County Board of Supervisors (or the two designated Supervisors) shall coordinate with each individual Tribal Chairperson to determine the appropriate frequency of the meetings, timing, location, and agenda.
3. Staff may attend these meetings to assist with meeting logistics and information sharing, if requested by its governing body in consultation with the other participants.
4. If desired, County representatives shall be responsible for preparing meeting minutes, which would be provided for review to each participating Tribe prior to the next meeting.



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 10:30 a.m. Closed Session Informational

FROM: County Administrative Officer/County Counsel/Planning Department

FOR THE BOARD MEETING OF: January 12, 2016

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. On December 9, the Board Chair sent additional 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.

On December 15, the Board conducted the Workshop, and two Tribal representatives and one member of the public attended. Input was provided regarding the draft Policy, and staff was directed to update the Policy with the input received to date for further review at a follow-up Workshop in January. The Board asked staff to poll the tribes regarding a date for a follow-up Workshop. Based on the poll, the follow-up Workshop was scheduled for January 12, 2016. County representatives distributed copies of the January 12 ARF to Tribal representatives and called each Tribe the week before the Workshop to remind them of the Workshop. County staff also distributed the draft updated draft Policy to the Tribes in an electronic format on January 5 to facilitate their review.

Exhibit A includes the updated draft Tribal Consultation Policy. Exhibit B includes the December 15 ARF. Below is a summary of the comments received on December 15, with responses.

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

The following summarizes comments provided at the December 15 Workshop and provides responses. Previous input and response are detailed in Exhibit B.

Summarized Comment – consultation takes time, and the number of meetings should be specified.

Response – staff recommends that a general rule for the number of meeting should be specified, as described in Exhibit B.

Summarized Comment – a liaison between the County and the tribes is unnecessary.

Response – as described in Exhibit B, staff believes that a liaison may be desirable, but could be precluded by financial constraints.

Summarized Comment – the Consultation Committee should include the entire Tribal Council.

Response – staff believes that it would be appropriate to include more than two members of the Tribal Council on the Consultation Committee, if desired by the Tribes, and has updated the draft Policy to incorporate this concept.

Summarized Comment – Subsections a-k in Section III(iii)¹ should be deleted.

Response – staff recommends that the topics in Subsections a-k be addressed in the County's Consultation Policy to provide guidance if there are not agreements with the individual Tribes. Modifications to Subsections a-k may be specified in individual agreements with the Tribes; the draft Policy has been updated to emphasize this concept.

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.

¹ In the previous version of the draft Policy this reference was in Section II(iv).

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 <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: 1/6/14

Exhibits:

- A. Updated Draft Tribal Consultation Policy
- B. December 15, 2015 Agenda Request Form

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 Senate Bill (SB) 18 (Burton, 2004) and Assembly Bill (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 California Environmental Quality Act (CEQA) project [Public Resources Code section 21074], and designation of land as open spaces containing traditional tribal cultural places. Additionally, Inyo County Code 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. DEFINITIONS AND ACRONYMS

The following definitions apply to this Policy:

- i. Consultation. 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. Consultation Committee. Two representatives of the Inyo County Board of Supervisors designated by the Board and Tribal Council members of each individual Tribe designated by the Council.
- iii. Cultural Resources. Tribal cultural resources as defined by Public Resources Code Section 21074.
- iv. Environmental Impact Report. An environmental document prepared and processed pursuant to CEQA (Public Resources Code Section 21000 et seq.) and the CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3, Section 15000 et seq.).
- v. General Plan. A comprehensive, long-term general plan for the County as described in Government Code Section 65300 et seq.
- vi. Negative Declaration. An environmental document prepared and processed pursuant to CEQA (Public Resources Code Section 21000 et seq.) and the CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3, Section 15000 et seq.).
- vii. Specific Plan. A Plan prepared to Government Code Section 65450 et seq.

The following acronyms are utilized in this Policy.

- i. AB. Assembly Bill
- ii. CEQA. California Environmental Quality Act
- iii. EIR. Environmental Impact Report
- iv. MOU. Memorandum of Understanding
- v. SB. Senate Bill

4.III. 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~~-iii. **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, unless otherwise specified in an agreement with the Tribes, 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 at least two members of its Tribal Council to serve as its representatives to the consultation meetings; alternatively, the full Tribal Council may serve on the Consultation Committee.

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.IV. 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.

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AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
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- 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.

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 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)

Joshua Hart _____ 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 agendaized.

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]
Attachment: Draft Policy

Date: 9/9/15

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

1. 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

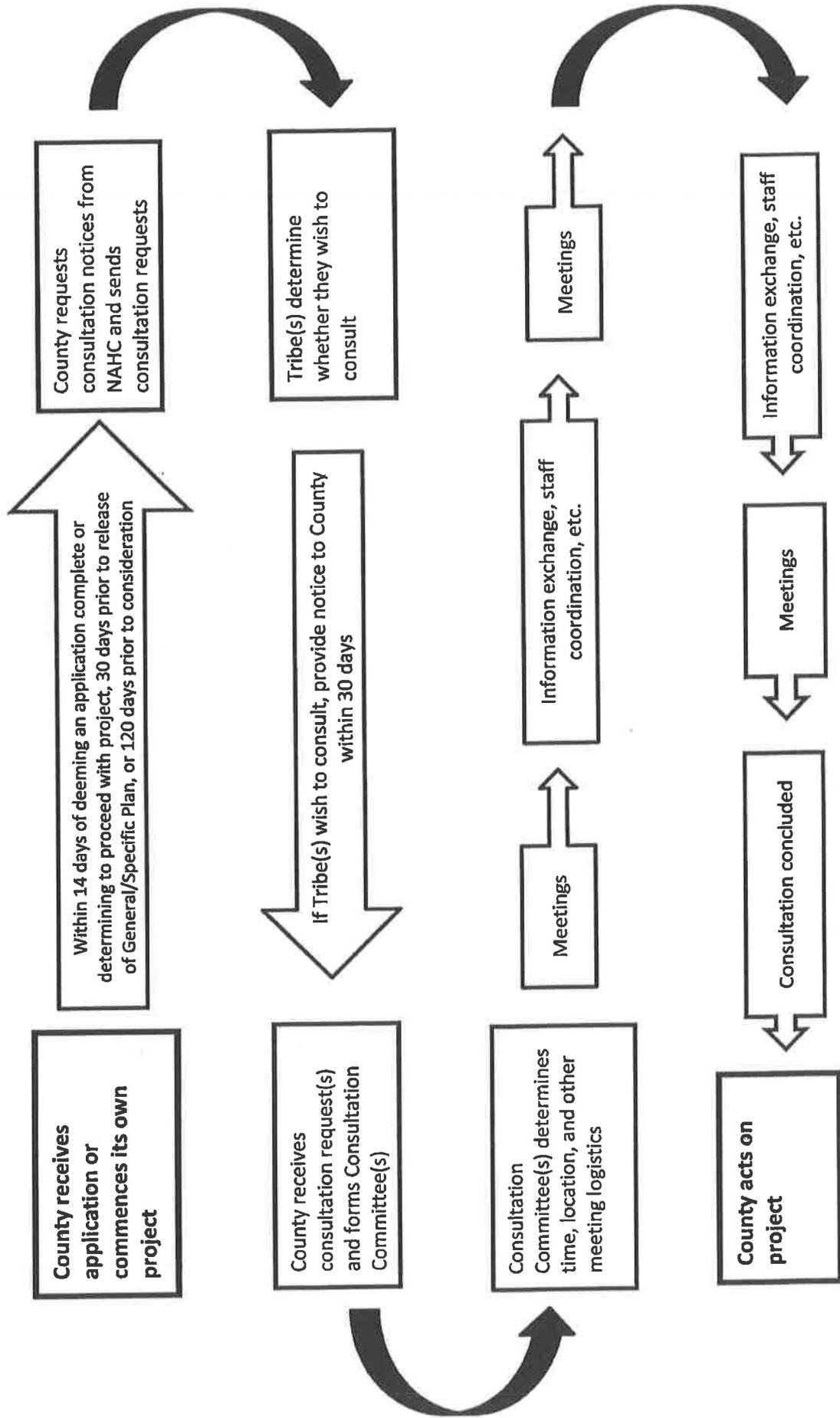
The following table summarizes how Inyo County's proposed draft Tribal Consultation Policy exceeds State requirements.

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.





BIG PINE PAIUTE TRIBE OF THE OWENS VALLEY

Big Pine Paiute Indian Reservation

P.O. Box 700 · 825 South Main Street · Big Pine, CA 93513

(760) 938-2003 · fax (760) 938-2942

www.bigpineaute.org

January 12, 2016

Inyo County Board of Supervisors
P. O. Drawer N
224 N. Edwards Street
Independence, CA 93526

Subject: Inyo County Policy on Tribal Consultation

Dear Inyo County Supervisors:

The Big Pine Tribe of the Owens Valley (Tribe) appreciates your Board's recognition of the importance of tribal consultation as demonstrated in the Board's recent drafting of a County of Inyo Policy and Protocol for Tribal Consultation. As you are aware, I and other representatives of the Tribe have participated in Board meetings when this policy has been discussed and have offered verbal comments.

The Tribe recognizes the county policy as an effort to guide county leaders and staff in their future interactions with all local tribes in a manner consistent with state law and other consultation requirements. The Tribe also recognizes that each local tribe is a separate sovereign nation. Therefore, if the county desires a written policy that would inform and guide *both* county and tribal participants, the Tribe respectfully requests Inyo County officials meet with the Tribe to discuss the merits and possible content of a tribal-specific policy and protocol.

Regarding the January 4, 2016, revised draft of the county's tribal consultation policy, the Tribe recommends the following edits:

- The first paragraph in Section iii is generally acceptable, but the paragraph should end with a period following the word "Tribes" in the second sentence. The final phrase before the colon ("the County Policy is:") and the remainder of the section (all language in a. through k.) should be deleted.
- The first two paragraphs in Section iv are acceptable, but omit the third paragraph along with the 3 numbered statements.

The Tribe welcomes further consideration of a tribal specific consultation policy with Inyo County, and the Tribe suggests that, for further discussions to be productive, designated county representatives should meet with Tribal representatives to work on its contents. Please contact Tribal Administrator at the address and phone number listed above) if the county desires to discuss a consultation with the Big Pine Paiute Tribe.

Very Truly Yours,

Shannon Romero
Tribal Chairwoman

C: Yolanda Cortez, Interim Tribal Administrator
Sally Manning, Tribal Environmental Director