

# 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.

### March 15, 2016

8:30 a.m. 1. **PUBLIC COMMENT**

#### CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL -ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(d)(4)]** – discussion with legal counsel regarding potential initiation of litigation (four cases.)
3. **CONFERENCE WITH LEGAL COUNSEL -ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(d)(2)]** – significant exposure to potential litigation (one case), facts and circumstances: MOU dispute resolution process initiated by March 7, 2016 letter from Owens Valley Committee and Sierra Club.
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 ADMINISTRATOR

8. Request Board award the bid for, and approve the purchase of one 2015 Branson 5220 R Tractor with loader and backhoe from the low bidder Dave's Tractor, Inc., in an amount not to exceed \$38,000.

9. **Parks and Recreation** – request Board award the bid and approve the contracts between the County of Inyo and Madera Disposal Systems (dba Bishop Waste Disposal), for waste disposal hauling services at County parks and campgrounds located in north and south County areas, for the period of April 1, 2016 through June 30, 2017, with two one year options to renew, at the rate of \$17,964.32 per year in north County for a total amount not to exceed \$53,892.96 and \$12,510.96 per year in south County, for a total amount not to exceed \$37,532.88, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign the agreements, contingent upon the appropriate signatures being obtained.
10. **Personnel** – Request approval of policies related to the provision of Substance Use Disorder services; and authorize the Chairperson to sign the individual policies.

#### **HEALTH AND HUMAN SERVICES**

11. **Health Services** – Request approval of the Amended Grant Agreement No. 15-10358, A-01 between the County of Inyo and the California Department of Public Health, extending the term for 9 months for a project for Ebola preparedness and response in an amount not to exceed \$65,379 for the period of July 1, 2015 through June 30, 2017, contingent upon the Board's approval of future budgets; and authorize the Director of Health and Human Services to sign, and transmit a copy of the signed Amendment to the Clerk of the Board for the Board's files.

#### **PLANNING**

12. Request approval of a sole-source contract between the County of Inyo and Daniel B. Stephens & Associates, Inc., for the provision of hydrological services in an amount not to exceed \$29,748 for the period of March 15, 2016 through December 31, 2016, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

#### **PUBLIC WORKS**

13. Request approval of the Lease between the County of Inyo and Harris Corporation for a 25 ft. x 25 ft. piece of ground located at the Bishop Airport for the location of radio equipment for the expanded air traffic Automatic Dependent Surveillance Broadcast coverage, for the initial period of March 15, 2016 through March 14, 2021, with four one-year options to renew; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.
14. Request approval of a resolution accepting the improvements and authorizing the recording of a Notice of Completion for the Airfield Lighting, Signing and Visual Aids Rehabilitation Project at the Bishop Airport.

#### **ROAD DEPARTMENT**

15. Request approval to close Onion Valley Road, starting just above Seven Pines continuing to the end of the road, on April 13 and 14, 2016 from 7 a.m., to 9 p.m. for filming, with the closure being a soft closure in conjunction with approved traffic control plan that will allow through traffic as needed, with emergency vehicles having full access at all times.

#### **SHERIFF – EMERGENCY SERVICES**

16. Request Board A) reject the previously Board approved bid from Northern Tool and Equipment for the purchase of two Generac Mobile Diesel Generators because of newly added shipping fee making the quote exceed the budget; B) approve the purchase of two Generac Mobile Diesel Generators from Absolute Generators of West Des Moines, Iowa, in an amount not to exceed \$40,000; and C) waive the informality of the successful bid.

#### **WATER DEPARTMENT**

17. Request approval of a Resolution authorizing Inyo County to act as grantee for grant funds from the State of California Department of Water Resources and authorizing the Director of the Inyo County Water Department to act as Project Director, and approve the Amendment to Grant #14-680-550 A-1(C/A702:818) for the additional \$89,749 for the Tecopa Water Vending Machine Project, for a total grant award of \$169,970 for the Project.

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

18. **HEALTH AND HUMAN SERVICES** – Request Board find that consistent with the Authorized Position Review Policy: A) the availability of funding for an Office Clerk position exists in the Social Services budget, as certified by the Director of Health and Human Services and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, conducted through the State Merit System's Cooperative Personnel Services; however, an external recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one Office Clerk II at Range 50 (\$2,749 - \$3,343).
19. **SHERIFF** - Request Board find that consistent with the Authorized Position Review Policy: A) the availability of funding for an Office Technician position exists in the Sheriff's General budget, as certified by the Sheriff and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the position could possibly be filled through an internal recruitment; however, an external recruitment is more appropriate to ensure the position is filled with the most qualified applicant; and C) approve the hiring of one Office Technician I at Range 55 (\$3,088 - \$3,754) or II at Range 59 (\$3,389 - \$4,118), depending upon qualifications.
20. **PUBLIC WORKS** – Request Board award the bid to and approve the Contract with Spiess Construction Co., Inc., for the Ed Powers Bike Lane Project in the amount of \$488,204.25; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained; and authorize the Public Works Director to execute all other Contract documents, including Contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable law.
21. **PLANNING** – Request Board accept the draft Inyo County 2015 General Plan Annual Progress Report (APR), provide comments, and direct staff to forward the APR with any modifications to the State of California's Department of Housing and Community Development and the Governor's Office of Planning and Research.
22. **PLANNING** – Request Board receive a presentation from staff about coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input.
23. **WATER DEPARTMENT** – Request Board hear a staff report on a recommended change to the boundary of the Owens Valley Groundwater Basin, and consider approving a resolution supporting revising the boundary.
24. **WATER DEPARTMENT** – Request Board provide direction to the County's representatives to the Inyo County/Los Angeles Standing Committee and Technical Group representatives regarding the upcoming March 31, 2016 Inyo County/Los Angeles Standing Committee Meeting in Los Angeles.
25. **COUNTY ADMINISTRATOR** – Request Board A) approve the proclamation titled "Proclamation – Board of Supervisors, County of Inyo, State of California Commemorating Kern County's 150<sup>th</sup> Anniversary;" and B) consider assigning a Board Member or other County representative to present the Proclamation during Kern's celebration on Tuesday, April 19, 2016 in Havilah, the original County seat.
26. **COUNTY ADMINISTRATOR – Emergency Services** - Request Board continue the local emergency, The Gully Washer Emergency that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013, as recommended by the County Administrator.
27. **COUNTY ADMINISTRATOR - Emergency Services** – Request Board continue the local emergency, known as the "Land of EVEN Less Water Emergency" that was proclaimed as a result of extreme drought conditions that exist in the County as recommended by the County Administrator.
28. **COUNTY ADMINISTRATOR – Emergency Services** - Request Board continue the local emergency, known as the "Death Valley Down But Not Out Emergency" that was proclaimed as a result of flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.
29. **COUNTY ADMINISTRATOR – Inyo Recycling and Waste Management** – Request Board conduct a workshop to receive a report regarding landfill permitting issues at Independence, Lone Pine and Bishop.
30. **HEALTH AND HUMAN SERVICES – Health Services** – Request Board receive an update from staff on Tobacco Control activities and accomplishments for 2015.

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

**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)

31. **PUBLIC COMMENT**

**BOARD MEMBERS AND STAFF REPORTS**

**CORRESPONDENCE - INFORMATIONAL**

32. **COUNTY ADMINISTRATOR – CHIEF PROBATION OFFICER** – Memo regarding the status of the “Special Purpose Facility” Report as directed by the Board during the Special Meeting of February 23, 2016, describing options for providing 72-hour detention placement that can be implemented by July 1, 2016.
33. **SHERIFF'S DEPARTMENT** – Sheriff's and Jail Overtime Reports for the months of January and February, 2016.



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
8

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

**FROM:** Parks & Recreation

**FOR THE BOARD MEETING OF:** March 15, 2016

**SUBJECT:** Purchase of one (1) 2015 Branson Tractor with loader and a backhoe

**DEPARTMENTAL RECOMMENDATION:**

That your Board (1) approve the purchase of one (1) 2015 Branson 5220 R Tractor with loader and backhoe from Dave's Tractor Inc of Red Bluff; (2) authorize the Purchasing Department to issue a purchase order in the amount not to exceed \$38,000.

**SUMMARY DISCUSSION:**

Parks & Recreation sought bids for the purchase of a tractor with a loader and a backhoe. The low bid was submitted by Dave's Tractor Inc. from Red Bluff. The tractor will be used throughout the entire Parks system and will serve as the primary back up mower in the event of equipment failure. This equipment insures that the department will have the capacity to provide necessary maintenance at the various County parks.

**ALTERNATIVES:**

Your Board could choose not to authorize the purchase, however, in the event of a mower break-down Parks personnel must shuffle equipment between the various parks from Millpond to Lone Pine ultimately increasing costs and reducing staff's ability to maintain County Parks and Campgrounds.

**FINANCING:**

The tractor purchase is included in the Parks 2015/2016 fiscal year budget, Object Code 5655, *Vehicles*.

**APPROVALS**

COUNTY COUNSEL: <i>N/A</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.)  Approved: _____ Date _____
AUDITOR/CONTROLLER: <i>N/A</i>	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  <i>Chris Shepherd</i> Approved: <i>yes</i> Date <i>3/2/16</i>
PERSONNEL DIRECTOR: <i>N/A</i>	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)

*Richard J. Benner*

Date: *3/3/16*



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>
9

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

**FROM:** Parks & Recreation

**FOR THE BOARD MEETING OF:** March 15, 2016

**SUBJECT:** Approve two Agreements between the County of Inyo and Madera Disposal Systems (dba Bishop Waste Disposal, Inc.) for Waste Disposal Hauling Services at County Parks and Campgrounds located in the North and South County Areas.

**DEPARTMENTAL RECOMMENDATION:** Recommend that your Board 1) award the bid and approve two contracts between Inyo County Parks & Recreation and Bishop Waste Disposal. Both agreements have a term of one year with options to renew for two additional one year terms for a total period from April 1, 2016 through June 30, 2019, in an amount to not exceed \$53,892.96 (\$17,964.32 each year for three years) for the North County and in the amount to not exceed \$37,532.88 (\$12,510.96 each year for three years) for the South County, subject to Board adoption of future budgets, and 2) authorize the Chairperson to sign the agreement; contingent upon obtaining the proper signatures.

**SUMMARY DISCUSSION:** This agreement provides for the collection and hauling of solid waste from County Parks and Campgrounds in the North area including Pleasant Valley Campground, Millpond, Baker Creek, Laws Museum, Tinnemaha and Taboose Campgrounds. The South area includes Independence Campground, Portagee Joe Campground, Lone Pine Park and Diaz Lake.

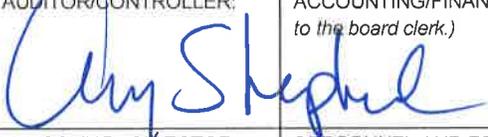
Inyo County Parks and Recreation sought proposals for waste hauling services that included the use of Bear Resistant Bins. The Bishop Waste proposal submitted was deemed to better serve the County's needs.

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

**OTHER AGENCY INVOLVEMENT:** County Counsel, Auditor

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

**APPROVALS**

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>Yes</u> Date <u>3/2/16</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>3/4/16</u>
PERSONNEL DIRECTOR: <u>N/A</u>	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: _____ Date _____

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



Date: 3/8/16

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Madera Disposal Systems Inc DBA Bishop Waste Disposal  
**FOR THE PROVISION OF** NORTH COUNTY WASTE HAULING **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Waste Hauling services of Bishop Waste Disposal of BISHOP, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, 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. INITIAL TERM AND OPTIONS.**

The initial term of this Agreement shall be from APRIL 1, 2016 to JUNE 30, 2017 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- a. From JULY 1, 2017 through JUNE 30, 2018
- b. From JULY 1, 2018 through JUNE 30, 2019

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

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

**3. CONSIDERATION.**

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

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 requested by County 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 services and work performed under this Agreement shall not exceed  
\$ 17,964.32 (year 1) \$ 17,964.32 (option 1) \$ 17,964.32 (option 2)  
for a total of \$ 53,892.96 Dollars (hereinafter referred to as "contract limit").  
County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

**4. WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of

these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

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

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

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.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. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

**7. COUNTY PROPERTY.**

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

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

**8. WORKERS' COMPENSATION.**

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

**9. INSURANCE.**

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

**10. STATUS OF CONTRACTOR.**

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

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

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

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

**11. DEFENSE AND INDEMNIFICATION.**

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

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

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

**12. RECORDS AND AUDIT.**

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

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

**13. NONDISCRIMINATION.**

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

**14. CANCELLATION.**

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

**15. ASSIGNMENT.**

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

**16. DEFAULT.**

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



**22. FUNDING LIMITATION.**

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

**23. ATTORNEY'S FEES.**

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

**24. AMENDMENT.**

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

**25. NOTICE.**

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

County of Inyo	
PARKS AND RECREATION	Department
<u>163 MAY ST</u>	Street
<u>BISHOP, CA 93514</u>	City and State

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

**26. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Madera Disposal Systems Inc DBA Bishop Waste Disposal  
**FOR THE PROVISION OF** NORTH COUNTY WASTE HAULING **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**

Madera Disposal Systems Inc DBA Bishop Waste Disposal

**AND** \_\_\_\_\_

NORTH COUNTY WASTE HAULING

**FOR THE PROVISION OF** \_\_\_\_\_

**SERVICES**

**TERM:**

**FROM:** APRIL 1, 2016      **TO:** JUNE 30, 2017

**SCOPE OF WORK:**

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

**SCHEDULED SERVICE CAMPGROUND/PARK (ONCE PER WEEK)**

(Note: Service for 52 weeks per year)

Baker Creek Campground	(3) – 3 CY Bear Resistant Bins
Millpond Recreation Area	(2) – 3 CY Bear Resistant Bins
Pleasant Valley Campground	(6) – 3 CY Bear Resistant Bins

**SCHEDULED SERVICE (ONCE PER WEEK)**

Laws Museum	(1) – 3 yd. Bear Resistant Bins
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**SEASONAL/ON-CALL SERVICE**

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

**SEASONAL SERVICE (April through October)**

Tinnemaha Campground	(2) – 3 yd. Bear Resistant Bins
Taboose Campground	(4) – 3 yd. Bear Resistant Bins

**ON-CALL SERVICE (November through March)**

Tinnemaha Campground	(2) – 3 yd. Bear Resistant Bins
Taboose Campground	(4) – 3 yd. Bear Resistant Bins

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

Contractor must be permitted to operate in Inyo County prior to commencement of the scope of work and at all times during the contract term. The term of the contract will be for a period of one year, April 1, 2016 to June 30, 2017, with two one-year extension options, exercised at County's sole discretion.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

Madera Disposal Systems Inc DBA Bishop Waste Disposal

**AND** \_\_\_\_\_

NORTH COUNTY WASTE HAULING

**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

**FROM:** APRIL 1, 2016                      **TO:** JUNE 30, 2017

**SCHEDULE OF FEES:**

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

**SCHEDULED SERVICE CAMPGROUND/PARK (ONCE PER WEEK)**

(Note: Service for 52 weeks per year)

**MONTHLY PRICES**

Baker Creek Campground	(3) – 3 CY Bear Resistant Bins	\$ <u>284.34</u>
Millpond Recreation Area	(2) – 3 CY Bear Resistant Bins	\$ <u>189.56</u>
Pleasant Valley Campground	(6) – 3 CY Bear Resistant Bins	\$ <u>568.68</u>

**SCHEDULED SERVICE (ONCE PER WEEK)**

Laws Museum	(1) – 3 yd. Bear Resistant Bins	\$ <u>94.78</u>
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**SEASONAL/ON-CALL SERVICE**

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

**SEASONAL SERVICE (April through October)**

(Note: Service 30 weeks per year)

**WEEKLY PRICES**

Tinnemaha Campground	(2) – 3 yd. Bear Resistant Bins	\$ <u>43.74</u>
Taboose Campground	(4) – 3 yd. Bear Resistant Bins	\$ <u>87.49</u>

**ON-CALL SERVICE (November through March)**

(Note: Estimate 10 On-Call services) one or both split over campground(s).

**PER EACH PICKUP**

Tinnemaha Campground	(2) – 3 yd. Bear Resistant Bins	\$ <u>37.91</u>
Taboose Campground	(4) – 3 yd. Bear Resistant Bins	\$ <u>37.91</u>

ANNUAL SERVICE TOTAL PRICE: \$ 17,964.32

**ATTACHMENT C**  
**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Madera Disposal Systems Inc DBA Bishop Waste Disposal  
**FOR THE PROVISION OF** NORTH COUNTY WASTE HAULING **SERVICES**

**TERM:**

**FROM:** APRIL 1, 2016      **TO:** JUNE 30, 2017

**SEE ATTACHED INSURANCE PROVISIONS**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Madera Disposal Systems Inc DBA Bishop Waste Disposal**  
**FOR THE PROVISION OF SOUTH COUNTY WASTE HAULING SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Waste Hauling services of Bishop Waste Disposal of BISHOP, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, 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. INITIAL TERM AND OPTIONS.**

The initial term of this Agreement shall be from APRIL 1, 2016 to JUNE 30, 2017 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- a. From JULY 1, 2017 through JUNE 30, 2018
- b. From JULY 1, 2018 through JUNE 30, 2019

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

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

**3. CONSIDERATION.**

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

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 requested by County 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 services and work performed under this Agreement shall not exceed  
\$ 12,510.96 (year 1) \$ 12,510.96 (option 1) \$ 12,510.96 (option 2)  
for a total of \$ 37,532.88 Dollars (hereinafter referred to as "contract limit").  
County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

**4. WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of

these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

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

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

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.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. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

## **7. COUNTY PROPERTY.**

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

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

**8. WORKERS' COMPENSATION.**

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

**9. INSURANCE.**

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

**10. STATUS OF CONTRACTOR.**

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

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

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

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

**11. DEFENSE AND INDEMNIFICATION.**

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

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

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

**12. RECORDS AND AUDIT.**

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

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

**13. NONDISCRIMINATION.**

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

**14. CANCELLATION.**

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

**15. ASSIGNMENT.**

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

**16. DEFAULT.**

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

County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

**17. WAIVER OF DEFAULT.**

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

**18. CONFIDENTIALITY.**

Contractor 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.

**19. CONFLICTS.**

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

**20. POST AGREEMENT COVENANT.**

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

Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**21. SEVERABILITY.**

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

**22. FUNDING LIMITATION.**

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

**23. ATTORNEY'S FEES.**

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

**24. AMENDMENT.**

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

**25. NOTICE.**

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

County of Inyo	
PARKS AND RECREATION	Department
163 MAY ST	Street
BISHOP, CA 93514	City and State

Contractor:	
BISHOP WASTE DISPOSAL	Name
100 SUNLAND RESERVATION RD	Street
BISHOP, CA 93514	City and State

**26. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Madera Disposal Systems Inc DBA Bishop Waste Disposal  
**FOR THE PROVISION OF** SOUTH COUNTY WASTE HAULING **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**

Madera Disposal Systems Inc DBA Bishop Waste Disposal

**AND**

**SOUTH COUNTY WASTE HAULING**

**FOR THE PROVISION OF**

**SERVICES**

**TERM:**

**FROM:** APRIL 1, 2016      **TO:** JUNE 30, 2017

**SCOPE OF WORK:**

Provide pick-up of waste on scheduled once per week service and on-call basis (see below) from Lone Pine park; from Diaz Lake, Independence Creek and Portagee Joe campgrounds, and transfer to an appropriate landfill site.

**SCHEDULED SERVICE CAMPGROUND/PARK (ONCE PER WEEK)**

(Note: Service for 52 weeks per year)

Diaz Lake	(7) -- 3 yd Bear Resistant Bins
Independence CG	(1) – 3 yd Bear Resistant Bins
Lone Pine Park	(2) – 3 yd Bear Resistant Bins
Portagee Joe CG	(1) – 3 yd Bear Resistant Bins

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

Contractor must be permitted to operate in Inyo County prior to commencement of the scope of work and at all times during the contract term. The term of the contract will be for a period of one year, April 1, 2016 to June 30, 2017, with two one-year extension options, exercised at County's sole discretion.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

Madera Disposal Systems Inc DBA Bishop Waste Disposal

**AND**

SOUTH COUNTY WASTE HAULING

**FOR THE PROVISION OF**

**SERVICES**

**TERM:**

**FROM:** APRIL 1, 2016

**TO:** JUNE 30, 2017

**SCHEDULE OF FEES:**

SCHEDULED SERVICE CAMPGROUND/PARK (ONCE PER WEEK)

(Note: Service for 52 weeks per year)

	MONTHLY PRICE
Diaz Lake	(7) -- 3 yd Bear Resistant Bins \$ <u>663.46</u>
Independence CG	(1) - 3 yd Bear Resistant Bins \$ <u>94.78</u>
Lone Pine Park	(2) - 3 yd Bear Resistant Bins \$ <u>189.56</u>
Portagee Joe CG	(1) - 3 yd Bear Resistant Bins \$ <u>94.78</u>

TOTAL OF MONTHLY PRICES: \$ 1,042.58

ANNUAL SERVICE TOTAL: \$ 12,510.96

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

**ATTACHMENT C**  
**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Madera Disposal Systems Inc DBA Bishop Waste Disposal  
**FOR THE PROVISION OF** SOUTH COUNTY WASTE HAULING **SERVICES**

**TERM:**

**FROM:** APRIL 1, 2016

**TO:** JUNE 30, 2017

**SEE ATTACHED INSURANCE PROVISIONS**



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

For Clerk's Use Only:  
**AGENDA NUMBER**

10

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

**FROM:** HEALTH & HUMAN SERVICES – Behavioral Health Division

**FOR THE BOARD MEETING OF:** March 15, 2016

**SUBJECT:** Approval of policies related to the provision of Substance Use Disorder services.

**DEPARTMENTAL RECOMMENDATION:**

Request your Board approve policies related to the provision of Substance Use Disorder services and authorize the Chair to sign the individual policies.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Health and Human Services, Behavioral Health Division houses the County's Substance Use Disorder (SUD) treatment services that address addiction disorders through Drug Medi-Cal and the Substance Abuse Prevention and Treatment (SAPT) Block Grant. The California State Department of Health Care Services (DCHS) provides administrative oversight to ensure compliance with State and Federal regulatory guidelines. DCHS conducts routine monitoring visits of sites authorized to provide services to ensure compliance by the programs. During a desk review of the programs funded by the SAPT Block Grant for the FY14/15, items were identified requiring corrective action by the county. HHS developed a corrective action plan, which included a review and updating of twenty (20) different policies related to the provision of services consistent with regulatory requirements.

The attached policies require approval by the governing body of HHS. HHS is respectfully requesting that your Board review the attached policies and approve them, as well as authorize the Board Chair to sign the policies.

**ALTERNATIVES:**

The Board could choose to not to change the authorized strength and instruct the Department to continue its efforts to recruit and hire an A-Par Addictions Counselor. This could result in continued overtime costs being incurred or a limitation in our ability to provide addiction treatment services within our community.

**OTHER AGENCY INVOLVEMENT:**

Behavioral Health is a division of Health and Human Services and works in partnership with multiple agencies such as probation, jail, law enforcement, and primary health in addition to all other HHS divisions.

**FINANCING:**

There is no financing in this action, but these policies are needed to allow us to recognize Federal and 2011 Behavioral Health Realignment Funds brought in as Revenue to the Substance Use Disorders Budget (045315)

**APPROVALS**

<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i>  Approved: _____ Date: _____
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i>  Approved: _____ Date: _____
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: <u>↓</u> Date: <u>3/10/16</u>

**DEPARTMENT HEAD SIGNATURE:**

*(Not to be signed until all approvals are received)*

*Jean Turner*

Date: 3-10-16

ICHHS  
BEHAVIORAL HEALTH  
Substance Use Disorders

POLICY / PROCEDURES

**SUBJECT: DRUG MEDI-CAL CONTINUING SERVICES REVIEW**

**POLICY**

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Inyo County Health and Human Services, Behavioral Health (ICHHS-BH) ensures effective and appropriate Drug Medi-Cal (DMC) treatment services through a regular client progress review process, per Title 22 requirements.

ICHHS-BH complies with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), and all other state and federal laws pertaining to the privacy, security, and release of protected health information contained in substance abuse records. *ICHHS-BH* protects the confidentiality and integrity of confidential health information as required by law, professional ethics, and accreditation requirements.

**PROCEDURES**

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***Counselor Review***

1. ICHHS-BH counseling staff review each DMC client's progress and eligibility to continue treatment services as follows:
  - No sooner than five (5) months and no later than six (6) months after the beneficiary's admission to treatment date or the date of completion of the most recent justification for continuing services
2. Staff review the client's progress towards the goals outlined in the client's DMC Treatment Plan.
3. Staff documents the review on the "Justification to Continue DMC Services" form.
  - If staff recommends continuing services, he/she forwards the completed Justification form and a new DMC Treatment Plan to the physician for a medical review.
  - If staff do not recommend continuing services, the client will be discharged per the *Drug Medi-Cal Discharge Policy*.

***Physician Review***

1. If staff recommends that the client requires further treatment, the physician shall review the Justification form and the new DMC Treatment Plan from the ICHHS-BH counseling staff.

2. The physician will determine whether continued services are medically necessary, consistent with CCR, Title 22, Section 51303. The determination of medical necessity will be documented by the physician in the beneficiary's individual patient record and will include documentation that all of the following have been considered:
  - The beneficiary's personal, medical and substance use history.
  - Documentation of the beneficiary's most recent physical examination.
  - The beneficiary's progress notes and treatment plan goals.
  - The therapist or counselor's recommendation pursuant to Paragraph (i) above.
  - The beneficiary's prognosis.
3. If the physician recommends continuing services, he/she completes the "Physician" section of the Justification form.
  - The Justification form and new DMC Treatment Plan are forwarded to UR for final review and approval.
4. If the physician determines that continuing treatment services for the beneficiary is not medically necessary, the provider shall discharge the beneficiary from treatment. per the *Drug Medi-Cal Discharge Policy*.

*References: CCR, Title 22, Section 51341.1; Emergency Regulations DHCS-14-006E.*

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Chair, Inyo County Board of Supervisors

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Date

ICHHS  
BEHAVIORAL HEALTH  
Substance Use Disorders

POLICY/PROCEDURES

**SUBJECT: NOTICE OF ACTION FOR DRUG MEDI-CAL  
SERVICES**

**POLICY**

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The ability to ensure appropriate utilization of services is a responsibility that the Glenn County Behavioral Health (ICHHS-BH) is committed to fulfill. ICHHS-BH provides Drug Medi-Cal (DMC) substance abuse treatment services for clients who meet medical necessity criteria. Treatment services are provided to make available the type of services and duration of services to appropriately meet each individual's needs. ICHHS-BH will provide clients with State Fair Hearing information when an action taken by ICHHS-BH reduces or denies their DMC benefits.

The Notice of Action form shall be issued to a client if ICHHS-BH denies or reduces a client's DMC substance abuse treatment services. In addition, if a client is involuntarily discharged, ICHHS-BH will notify the client of the discharge via a Notice of Action.

- **The Notice of Action must be mailed or given to the client at least ten (10) calendar days PRIOR to the effective date of the action to terminate or reduce services.**
- **The NOA form includes information on the back (NOA BACK) that explains the State Fair Hearing process.**

**PROCEDURES**

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***Issuing a Notice of Action***

If ICHHS-BH denies or reduces DMC services, or involuntarily discharges a DMC client, ICHHS-BH shall:

1. Designate a ICHHS-BH staff member to complete the Notice of Action documentation process.
2. The Notice of Action must contain the following information:
  - a. A statement of the action that ICHHS-BH intends to take;
  - b. The reason for the intended action;
  - c. A citation of the specific regulation(s) supporting the intended action;
  - d. An explanation of the beneficiary's right to a fair hearing for the purpose of appealing the intended action (NOA BACK); and

- e. An explanation that ICHHS-BH shall continue treatment services pending a fair hearing decision only if the beneficiary appeals in writing to the State for a hearing within ten (10) calendar days of the mailing or personal delivery of the notice of intended action.
3. Staff shall ensure that the NOA and NOA-BACK forms are mailed or given to the client at least ten (10) calendar days PRIOR to the effective date of the action to terminate or reduce services.

***Quality Management***

At each QIC meeting, the facilitator shall provide all related documentation of any recent Notices of Action. The QIC shall review the decisions and focus on the appropriateness of the ICHHS-BH response or other concerns.

Overall trend issues shall be analyzed as part of the QIC monitoring process. QIC recommendations and findings shall be documented in the QIC minutes for Health Services Agency Director review and delegation of plans of action as necessary.

*ADP Bulletin 06-08; Title 22, CCR, Section 51341.1(p).*

\_\_\_\_\_  
Chair, Inyo County Board of Supervisors

\_\_\_\_\_  
Date

ICHHS  
BEHAVIORAL HEALTH  
Substance Use Disorders

POLICY / PROCEDURES

SUBJECT: **DRUG MEDI-CAL TREATMENT PLANS**

**POLICY**

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Inyo County Health and Human Services, Behavioral Health (ICHHS-BH) is committed to ensuring that clients achieve positive and lasting outcomes. The collaborative development of a Drug Medi-Cal (DMC) Treatment Plan provides the client and staff with a goal-oriented outline of responsibilities, expectations, and course of treatment towards recovery.

The best practice is to utilize a strategic and specific cause-effect relationship between problem identification (based on the treatment assessment), goals that directly relate to the identified problem(s), and specific action steps taken by the provider and client to accomplish the identified goals.

Client participation in the development of a DMC Treatment Plan is crucial to the success of the Plan. Participation is documented by the client's signature on the initial DMC Treatment Plan, as well as on any new Plans that are required.

ICHHS-BH has implemented this policy in accordance with the California Department of Alcohol and Drug Programs Drug Medi-Cal regulations and standards.

**PROCEDURES**

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***Guidelines***

The DMC Treatment Plan be individualized and based on information obtained in the intake and assessment process, including an assessment of treatment needs to provide medically necessary treatment services. Information gathered during individual and/or group treatment sessions will also be used to develop treatment goals.

State law requires that the DMC Treatment Plan must include the following:

- Statement of problems experienced by the client to be addressed;
- Statement of goals to be reached that address each problem;
- Action steps that will be taken by provider and/or client to accomplish the identified goals;
- Target date(s) for accomplishment of action steps and goals
- Type and frequency of services;

- Assignment of a primary provider;
- Acknowledgement of client participation in developing the plan;
- Acknowledgement of client being offered a copy of the plan;
- Client's signature; and
- Provider's signature.

The DMC Treatment Plan is signed and dated by the client and provider at the time that it is developed. The initial plan must be reviewed by a physician and the UR Team.

Updated plans must be signed by the client, provider, and physician (or, in some cases, a psychologist).

### ***Timeframes***

#### **Initial DMC Treatment Plans – 30 day deadline**

- A. The provider shall develop the initial DMC Treatment Plan in collaboration with the client within 30 calendar days of the admission date.
  - The client will review, approve, and sign/date the treatment plan, indicating whether the client participated in preparation of the plan. If the client refuses to sign the updated treatment plan, the provider will document the reason for refusal and the provider's strategy to engage the client to participate in treatment.
- B. The provider submits the signed DMC Treatment Plan to the ICHHS-BH Physician for review.
- C. The ICHHS-BH Physician shall review the DMC Treatment Plan and determine medical necessity. If the physician determines that the services in the initial treatment plan are medically necessary, the physician shall type or legibly print their name, and sign and date the treatment plan (as approval) within fifteen (15) calendar days of signature by the provider.
- D. The DMC Treatment Plan is forwarded to the UR Team for final review and approval.

#### **DMC Treatment Plan Review – Monthly**

- E. The provider reviews and documents the client's progress in achieving the objectives of the DMC Treatment Plan every 30 days after signing the initial Plan.

#### **Updating DMC Treatment Plans – every 90 days**

- F. An updated DMC Treatment Plan will be written every 90 calendar days, or when a change in problem identification, focus of recovery, or treatment occurs.
  - The updated Treatment Plan must be signed by the client and provider no later than 90 calendar days after signing the initial DMC Treatment Plan.

- The ICHHS-BH Physician shall review the updated treatment plan for medical necessity. If medical necessity is determined, the physician will sign the updated DMC Treatment Plan within 15 days of being signed by the provider and client.
  - If the physician has not prescribed medication, a CA-licensed psychologist may review an updated Treatment Plan for medical necessity; if medical necessity is determined, the psychologist will sign the updated DMC Treatment Plan within 15 days of being signed by the provider and client. (Note: A physician's signature is required on the *initial* DMC Treatment Plan; a psychologist is not allowed to sign the *initial* DMC Treatment Plan.)
  
- UR Team approval is required for the 90 day update.

Justification for Continuation of Services – Review of Client Progress toward Treatment Plan Goals – every 6 months

- G. A review of the client's progress toward his/her treatment plan goals shall occur no sooner than five (5) months and no later than six (6) months after the beneficiary's admission to treatment date or the date of completion of the most recent justification for continuing services
- H. Following the procedures outlined in policy, *Drug Medi-Cal Continuing Services Review*, the provider shall review the client's progress and determine the eligibility of the client to continue to receive treatment services.
1. If staff recommends continuing services, he/she collaborates with the client to write a new DMC Treatment Plan.
  2. The signed DMC Treatment Plan is forwarded to the physician with the "Justification for Continuing Services" form. (See the *ICHHS-BH Drug Medi-Cal Continuing Services Review* policy for more information on the justification review process.)
- I. The ICHHS-BH Physician shall review the Justification form and the updated DMC Treatment Plan within 15 days of being signed by the client and provider, in order to determine continued medical necessity.
- If the physician recommends continuing services, he/she completes the "Physician" section of the Justification form.
  - The Justification form and new DMC Treatment Plan are forwarded to UR for final review and approval.
- J. UR Team approval is required for the six (6) month update.

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Chair, Inyo County Board of Supervisors

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Date

INYO COUNTY Health and Human Services  
Behavioral Health

POLICY / PROCEDURE

**SUBJECT: HIV/Early Intervention Services**

**POLICY**

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Inyo County Health and Human Services-Behavioral Health (ICHHS-BH) Substance Use Disorder program (SUD) will comply with CFR 45 96.128 to make available to individuals undergoing treatment for substance abuse HIV and Early Intervention Services: HIV/Early Intervention Services will include:

**PROCEDURES**

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**GENERAL EDUCATION:** All SUD counselors will provide general education to clients receiving services through the use of workbooks and videos regarding TB, STD's HIV and AIDS on a quarterly basis at a minimum.

**HIV:**

*Pre and post-test counseling*

Currently clients requesting and receiving HIV testing through Inyo County Health & Human Services/ Public Health are conducted by public health nurses that work within the public health clinics. The nurses have a background in working with clients presenting with behaviors that can potentially place them at risk for contracting HIV or other similar types of communicable diseases. The *pre-test counseling* includes a risk assessment that helps to identify the unique factors that contribute to the individual's potential risk. That allows for a discussion that is focused and meaningful for the client presenting at the clinic for the test. *Post-test counseling* includes the test results and implications for behavior changes as it relates to test interpretation and the risk activities.

(a) HIV test used

Clients are referred to Northern Inyo Hospital to submit the HIV lab test. The test used by the hospital is a rapid immunoassay test. The specific test is: Unigold Recombigen HIV rapid immunoassay.

(b) *Therapeutic measures* for preventing and treating HIV/AIDS

*Therapeutic measures for prevention:* As part of the HIV counseling related to testing, each client in collaboration with the public health nurse develops an intervention plan

based on their identified risks. Educational opportunities are available to groups by a public health nurse upon invitation by the group facilitator.

*Therapeutic measures for treatment of HIV:* If lab tests come back positive for HIV, prior the counseling session with the client, Inyo County Behavioral Health is alerted to the time of the scheduled counseling session and staff are available if indicated by client need and/or interest. All newly diagnosed individuals are encouraged and assisted into medical care despite the lack of an Early Intervention Program in Inyo County. The local Ryan White CARES Program case manager works closely with newly diagnosed clients in the program to facilitate medical care. All HIV positive individuals in the CARES program are assisted with establishing care with a HIV specialist and a local physician.

**TB:**

(a) *TB counseling*

The incidence rate in Inyo County for TB is very low. In the course of the past 30 years there have been approximately 6 to 10 active cases countywide. Counseling for TB risk and exposure is not targeted for the general public of Inyo County. If an individual has reported risk behaviors consistent with TB such as: frequent incarcerations in state facilities, periods of homelessness, frequent travel to countries with endemic TB or residing in areas with high incidence of TB, a public health nurse would discuss and encourage TB skin testing. If an individual has symptoms consistent with active TB, he would be referred to a medical provider for medical assessment.

(b) *TB testing*

Any individual with concerns for possible exposure or risk to TB can come to Inyo County HHS/ Public Health to request a TB skin test for the cost of \$10. A counseling session by a public health nurse is included to determine the potential risk of the individual along with teaching related to the test and the implications for a positive result. Individuals with potentially low functioning immune systems are required to obtain a 2-step TB skin test to assure accuracy of the test. Any reactive skin tests require a follow-up chest x-ray to rule out active disease.

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Chair, Inyo County Board of Supervisors

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Date

ICHHS  
BEHAVIORAL HEALTH  
Substance Use Disorders

POLICY / PROCEDURES

**SUBJECT: CONFIDENTIALITY AND DOCUMENTATION  
STANDARDS OF CLIENT TREATMENT RECORDS**

**POLICY**

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Inyo County Health and Human Services, Behavioral Health (ICHHS-BH) maintains a chart for each client admitted to the program. Client charts contain confidential information sufficient to identify the client; facilitate service delivery; aid in treatment and recovery; document service delivery; and satisfy the data collection needs of ICHHS-BH, the California Department of Health Care Services (DHCS), and other funding agencies.

ICHHS-BH has implemented this policy in accordance with DHCS standards, as well as state and federal regulations.

***Confidentiality***

All client files shall be maintained and information released in accordance with Title 42, Code of Federal Regulations, Part 2; HIPAA and HITECH; and all other state and federal laws pertaining to the confidentiality, security, and release of protected health information contained in substance abuse records. Inyo County protects the confidentiality and integrity of confidential health information as required by law, professional ethics, and accreditation requirements. For more information, see the ICHHS-BH Compliance Plan and HIPAA policies.

***Staff Training***

Staff are provided HIPAA and Compliance Program training, with emphasis on the appropriate handling of confidential protected health information. As part of the Compliance Program training, staff are required to sign an acknowledgement, indicating that they will adhere to a Code of Ethics which stipulates compliance with County policies and the laws and regulations governing confidentiality and protected health information, as well as professional standards around ethical conduct. Staff are notified that disciplinary action may occur upon inappropriate disclosures. For more information, see the ICHHS-BH Compliance Plan and HIPAA policies.

***Chart Components***

At a minimum, each substance abuse chart contains the following documentation:

1. Demographic and Identifying Data

- a. Participant identifier (i.e., name, number, etc.);
  - b. Date of birth;
  - c. Gender;
  - d. Race/ethnic backgrounds;
  - e. Address;
  - f. Telephone number and/or cell phone number, if available; and
  - g. Next of kin or emergency contact (include phone number and consent of participant to notify contact).
2. Admission and Intake Data: all data gathered during admission and intake including:
- a. Information gathered to determine if the participant is appropriate for admission;
  - b. Date and type of admission (e.g., new, readmission, etc.);
  - c. Referral source and reason for referral;
  - d. Admission Agreement;
  - e. Health Assessment;
  - f. Universal Release of Information (URI); and
  - g. Client's Right documentation.
3. Other Information, including:
- a. Medical referrals and clearances;
  - b. Referrals for additional services, including the procedure for making and following-up the referral and the agency to which the referral was made;
  - c. Treatment/Recovery Plans;
  - d. Progress Notes (see policy and procedure for more information);
  - e. Exceptions to the frequency of services specified in Section 13000(e);
  - f. Correspondence with or regarding the participant;
  - g. Discussions and action taken against the participant for not complying with program rules and requirements;
  - h. Drug screening results;
  - i. Notice of Privacy Practices; and
  - j. Consent to follow-up.
4. Closed File Data
- a. Continuing recovery or treatment exit plans written prior to discharge;
  - b. Discharge summary including the date and reason for discharge; and
  - c. Consent to follow-up.

***Documentation Standards***

- The documents contained in the client chart are written legibly in ink or typewritten.
  - Electronic charts are accessible to the substance abuse staff.
- All entries are signed and dated.

- All significant information pertaining to a client is included in his/her chart, and at a minimum shall document each service delivery. Charts are accessible to staff who provides services to clients.

***Record Retention***

All client charts are stored in an appropriate confidential manner for at least seven (7) years from its expiration date, or three (3) years past the age of 18, whichever is longer.

***Chart Disposal***

Paper client charts are destroyed in a manner that ensures the confidentiality of clients. For more information, refer to our HIPAA policies around disposal of Protected Health Information.

*Reference: CA ADP Alcohol and/or Other Drug Program Certification Standards, Section 12070; 45 CFR 96.132.*

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Chair, Inyo County Board of Supervisors

\_\_\_\_\_  
Date

ICHHS  
BEHAVIORAL HEALTH  
Substance Use Disorders

## POLICY / PROCEDURES

### SUBJECT: **SAPT BG FUNDS – GENERAL REQUIREMENTS AND ALLOWABLE EXPENDITURES**

#### POLICY

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Inyo County Health and Human Services, Behavioral Health (ICHHS-BH) will provide substance abuse treatment services in accordance with the Federal program requirements for the Substance Abuse Prevention and Treatment (SAPT) Block Grant. SAPT provides funding for educational activities, primary prevention services, and treatment for substance abuse clients. In addition, SAPT funds provide for HIV early intervention services and tuberculosis (TB) services, as well as continuing education for staff.

#### *Target Populations and Preferences*

Services funded with SAPT are available for all substance abuse clients. However, per Federal regulations, ICHHS-BH gives SAPT funding preference to pregnant women, women with dependent children, and substance users who use intravenously. The preference list is as follows:

1. Pregnant substance users who use drugs intravenously (or females who are intravenous drug users and who have dependent children)
2. Pregnant substance users (or female substance users with dependent children)
3. Substance users who are intravenous drug users (all genders)
4. All other substance users (regardless of gender or route of use)

In accordance with Federal regulations, ICHHS-BH treats the family as a unit and may admit both women and children into treatment services, as appropriate.

#### *Services funded by SAPT*

The SAPT Block Grant funds a variety of substance abuse services, including treatment, prevention, and education. In addition, “set-aside” funding requirements for specific populations have been designated.

Treatment Services: Treatment services include outpatient treatment and recovery services, and may include individual and group counseling, psycho-educational groups, and case management services. In specific cases, residential treatment services may be covered by SAPT funds.

Primary Prevention Services: Primary prevention services are services which are directed at individuals who do not require treatment for substance abuse. Prevention services support universal and Selective prevention activities, but not Indicated prevention activities (see Definitions, final page). In accordance with federal regulations, ICHHS-BH must set aside at least 20% of SAPT BG funds for primary prevention; this 20% does not include early intervention activities. ICHHS-BH works to ensure that programs and services for at-risk populations develop and utilize community-based strategies for prevention, including strategies to discourage the use of alcohol and tobacco products by youth. SAPT funding provides

continuing education for staff who participate in the delivery of primary prevention services. For detailed Primary Prevention information, see policy SUD 05, Primary Prevention Services.

Services for Clients with Intravenous Drug Use (IVDU): IVDU clients who request and need treatment are admitted to treatment within 14 days (or 120 days if interim services are made within 48 hours). Interim services shall be provided to IDVU clients if ICHHS-BH does not have the capacity to serve the client within 14 days. As a component of funding, ICHHS-BH conducts outreach activities to encourage IVDU individuals to undergo substance abuse treatment. Per federal requirements, ICHHS-BH must report to the state when it reaches ninety-percent (90%) capacity for IVDU clients.

For IVDU services, SAPT funds are considered the payment of last resort. For detailed IVDU information, see policies related to services for IVDU clients.

Services for Pregnant Women (and/or Women with Dependent Children): ICHHS-BH offers perinatal services to pregnant women and their dependent children directly or through linkage to ancillary providers. These services include:

- Primary medical care for women, including referral for prenatal care;
- Primary pediatric care, including immunization, for their children;
- Gender-specific substance abuse treatment and other therapeutic interventions for women which may address issues of relationships, sexual and physical abuse, and parenting;
- Child care while the women are receiving these services;
- Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of physical and sexual abuse, and neglect; and
- Sufficient case management and transportation to ensure that women and their children have access to services.

For services targeting pregnant and parenting women with substance abuse issues, SAPT BG funds are considered the payment of last resort. For detailed information, see the policies related to perinatal and interim services.

HIV Early Intervention Services: In accordance with federal regulations, ICHHS-BH must set aside a portion of SAPT funding to provide HIV early intervention services to clients in substance abuse programs. Early intervention services include 1) appropriate pre- and post-test counseling; 2) HIV testing for individuals at higher risk of HIV infection; 3) testing individuals in drug treatment for viral hepatitis and other infectious diseases, regardless of risk of HIV infection; 4) outreach to out-of-treatment intravenous drug users, which includes infectious disease testing; and 5) care for HIV positive individuals in treatment. For detailed HIV services information, see the policy related to HIV Early Intervention Services.

Tuberculosis Services: ICHHS-BH refers clients who require tuberculosis (TB) services to the Inyo County Public Health Department. TB services provided by Public Health may include testing, counseling, and treatment, as applicable. If there is insufficient capacity to refer a client to the Inyo County Public Health office for TB services, the client will be referred to another provider of tuberculosis services. For TB services, SAPT BG funds are considered the payment of last resort. For detailed TB services information, see the policy related to Tuberculosis Services.

### ***Prohibited Expenditures***

ICHHS-BH will not expend SAPT BG funding on the following activities:

- Inpatient hospital services, except as provided in 42 USC Section 300x-31(b);

- Cash payments to intended recipients of health services;
- The purchase or improvement of land; the purchase, construction, or improvement (other than minor remodeling) any building or facility;
- The purchase of major medical equipment;
- To satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds (i.e., using SAPT funds as local match to obtain a Federal grant);
- Providing financial assistance to any entity other than a public or nonprofit private entity;
- Carrying out any program prohibited by 42 USC section 300ee-5 of this title (use of funds to supply hypodermic needles or syringes for illegal drug use; prohibition);
- Pay the salary of an individual at a rate in excess of \$125,000 per year; and
- Syringe exchange programs.

### ***Reporting requirements***

Per federal requirements, ICHHS-BH will report to the State when it reaches 90% capacity for intravenous drug users.

### **DEFINITIONS**

*Universal prevention strategies:* these strategies address the general population and aim to prevent or delay alcohol and/or substance abuse.

*Selective prevention strategies:* these strategies target particular groups within the general population that are at risk for substance abuse (e.g., children whose parents have a history of substance abuse).

*Indicated prevention strategies:* these strategies target individuals who show early danger signs of alcohol and/or substance abuse, but who do not yet meet DSM-IV criteria for addiction. However, early danger signs do not have to include current use of alcohol and/or drugs.

*Reference: 45 CFR 96.135; 45 CFR 96.124; 45 CFR 96.121; 45 CFR 96.125; 45 CFR 96.126; 45 CFR 96.127; 45 CFR 96.131; 45 CFR 96.132(b); 45 CFR 96.137; ADP Bulletins 04-12, 12-07, 02-11; 98-16.*

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Chair, Inyo County Board of Supervisors

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Date

ICHHS  
BEHAVIORAL HEALTH  
Substance Use Disorders

POLICY / PROCEDURES

**SUBJECT: CHARITABLE CHOICE: RELIGIOUS PROVIDERS  
OF SUBSTANCE USE TREATMENT SERVICES**

**POLICY**

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Federal regulations prohibit discrimination against religious organizations regarding the distribution of government funding for providing substance abuse services. Inyo County Health and Human Services, Behavioral Health (ICHHS-BH) is committed to maintaining compliance with these regulations through the following measures:

- Identifying local religious providers of drug and alcohol treatment services;
- Providing notice to clients about their rights regarding religious providers of substance abuse services;
- Incorporating the applicable requirements into county/provider contracts, including a notice to clients about their rights regarding religious providers;
- Monitoring contracted religious providers for compliance with Federal regulations regarding religious activities, client rights, and non-discrimination of beneficiaries; and
- Establishing a referral process, to a reasonably accessible program, for clients who may object to the religious nature of the initial program.

ICHHS-BH programs will make every effort to evaluate and assist persons in accommodating their religious values in the course of their treatment. ICHHS-BH course curriculum does not emphasize religious content.

ICHHS-BH has adopted this policy in compliance with Federal regulations and the standards outlined by the California Department of Health Care Services.

**PROCEDURES**

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***Local Religious Providers of Substance Abuse Treatment Services***

- ICHHS-BH will include contact information for local religious providers of drug and alcohol treatment services on its service provider list. This list is provided to ICHHS-BH clients upon entry to the substance abuse program.

- Religious providers of drug and alcohol treatment services are eligible, on the same basis as other organizations, to participate in applicable ICHHS-BH programs and will not be discriminated against by ICHHS-BH staff or providers.

***Client Rights regarding Religious Providers***

Per federal law, religious providers of substance abuse services which receive federal funds may not discriminate against a client on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice.

- ICHHS-BH will notify clients of their rights regarding religious providers through a list given to clients upon admission.
- In addition, ICHHS-BH will ensure that clients are aware of their right to be referred to an alternate provider if they object to the religious nature of the religious provider's program.
- Religious providers of substance abuse services are also required to notify clients of these rights. ICHHS-BH will monitor providers for compliance with these rights.

Please refer to Attachment A for a sample notice to clients.

***Notifying Providers***

ICHHS-BH will notify its contracted providers of the regulations related to religious providers of substance abuse services.

***Monitoring Religious Providers***

ICHHS-BH will monitor contracted religious providers for compliance with Federal regulations surrounding the following issues:

1. **Religious Activities:** No federal funds provided for substance abuse services may be spent for inherently religious activities, such as worship, religious instruction, or proselytization. Providers are not, however, required to remove religious art, icons, scriptures, or other symbols from spaces in their facilities used to provide substance abuse services. Religious activities may be offered separately, in time or location, from the substance abuse services; participation in these religious activities must be voluntary for program beneficiaries.
2. **Non-Discrimination of Beneficiaries:** Religious providers of substance abuse services may not discriminate against a beneficiary, or a prospective beneficiary, on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice.

3. **Fiscal Accountability:** Contracted religious organizations that receive applicable program funds for substance abuse services are subject to the same regulations as other nongovernmental organizations to account, in accordance with generally accepted auditing and accounting principles, for the use of such funds. In addition, religious organizations must segregate Federal funds that they receive into a separate account from non-Federal funds.

***Referrals to Alternative Providers***

If a ICHHS-BH substance abuse client objects to the religious nature of a provider's program, ICHHS-BH will give the client a list of alternative providers. ICHHS-BH will ensure that the client is promptly provided contact information for alternative providers that are in a geographically reasonable location; and that the providers offer substance abuse services that are comparable to the initial religious provider's program.

Note: Referrals do not have to be made to secular providers. The alternate provider must simply be a provider to which the client has no objection.

*Reference: 42 CFR Part 54 and 54a; ADP Bulletin 04-05.*

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Chair, Inyo County Board of Supervisors

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Date

**Model Notice to Individuals receiving Substance Abuse Services**

Providers of substance abuse services receiving Federal funds from the U.S. Substance Abuse and Mental Health Services Administration, including this provider, may not discriminate against you on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice.

If you object to the religious character of this provider, Federal law gives you the right to a referral to another provider of substance abuse services. The referral, and your receipt of alternative services, must occur within a reasonable period of time after you request them. The alternative provider must be accessible to you and have the capacity to provide substance abuse services. The services provided to you by the alternative provider must be at least of the same value of the services that you would have received from this provider.

ICHHS  
BEHAVIORAL HEALTH  
Substance Use Disorders

## POLICY / PROCEDURES

**SUBJECT: SINGLE AUDIT / COMPLIANCE WITH OMB  
CIRCULAR A-133**

### POLICY

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Inyo County Health and Human Services, Behavioral Health (ICHHS-BH) will contact evaluation and auditing activities to aid decision-making, improve access and service delivery, and ensure positive outcomes for clients. The auditing activities will be conducted to ensure that ICHHS-BH is maintaining services, administrative functions, and fiscal responsibilities as outlined by state and federal rules and regulations. ICHHS-BH will comply with the Single Audit requirements outlined in OMB Circular A-133, when applicable.

#### *Single Audit*

The Single Audit Act and Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, requires non-federal entities that expend equal to or in excess of \$500,000 in federal awards within a fiscal year (July 1 - June 30) to have an audit performed for that year, in accordance with the Single Audit Act.

Inyo County has an independent auditing firm conduct the Single Audit and the Audited Financial Statements. The Financial Statements and the Single Audit report must be completed and submitted to the CA State Controller no later than March 31st of the subsequent year (for example, the FY 13/14 Financial Statement must be submitted by March 31, 2015). The most recent Single Audit and Financial Statement were completed for FY ending June 30, 2014.

#### *Audit Objectives*

ICHHS-BH ensures that the audit performed pursuant to OMB Circular A-133 includes at least the following objectives:

- To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting;
- To validate data reported by ICHHS-BH;
- To provide technical assistance in addressing current year activities and providing recommendations on internal controls, accounting procedures, financial records, and compliance with laws and regulations;
- To determine the cost of services, net of related patient and participant fees, third-party payments, and other related revenues and funds;

- To determine that expenditures are made in accordance with applicable state and federal laws and regulations, and contract requirements; and/or
- To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, for failure to achieve State-County contract objectives.

*Reference: OMB Circular A-133; State-County SAPT Contract.*

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Chair, Inyo County Board of Supervisors

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ICHHS  
BEHAVIORAL HEALTH  
Substance Use Disorders

POLICY / PROCEDURES

**SUBJECT: SAPT-BG FUNDS: PRIMARY PREVENTION SERVICES**

POLICY

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***SAPT BG Prevention Set-Aside Funds Restricted to Primary Prevention***

Inyo County Health and Human Services, Behavioral Health (ICHHS-BH) uses Substance Abuse and Prevention Treatment (SAPT) Block Grant (BG) Prevention Set-Aside funds to provide primary prevention services and activities directed at individuals who do not require treatment for substance abuse. Primary Prevention staff funded by SAPT BG Prevention Set-Aside funds conduct independent prevention programs as part of ICHHS-BH.

***Primary Prevention Strategies***

ICHHS-BH primary prevention services include activities provided in a variety of settings for both the general population and subgroups deemed to be at high risk for substance abuse. Primary prevention activities utilize strategies that include, but are not limited to:

- **Information Dissemination** – One-way communication to provide an audience with awareness and knowledge of the nature and extent of alcohol, tobacco, and drug use; abuse and addiction and their effects on individuals, families, and communities. It also provides knowledge and awareness of available prevention programs and services. Examples: resource directories; media campaigns; brochures; health fairs; information lines; etc.
- **Education** – Two-way communication between an educator/facilitator and participants, aimed at improving critical life and social skills, including decision-making, refusal skills, critical analysis, and judgment. Examples: classroom sessions; parenting classes; peer leader programs; education for youth; etc.
- **Alternatives** – Participation of target populations in activities that promote a drug-free lifestyle. The assumption is that constructive and healthy activities offset the attraction to, or otherwise meet the needs, usually filled by alcohol, tobacco and other drugs and minimize or obviate resort to the latter. Examples: drug-free dances and parties; youth/adult leadership activities; community service activities; etc.

- **Problem Identification and Referral** – Identification of individuals who have indulged in age-inappropriate/illegal use of alcohol, tobacco, and/or drugs and determination whether their behavior can be reversed through education. Also targets first-time users. This activity is not designed to determine if a person is in need of treatment. Examples: employee assistance programs; DUI education program; etc.
- **Community-Based Process** – Enhancement of the community’s ability to provide prevention and treatment services for alcohol, tobacco, and drug abuse disorders, including networking and interagency collaboration. Examples: community and volunteer training; community team-building; etc.
- **Environmental** – Improvement of written and unwritten community standards, codes, and attitudes as a strategy for reducing the incidence and prevalence of alcohol, tobacco, and drug use in the general population. Examples: reviewing policies on use in school; reviewing/modifying tobacco and alcohol advertising practices; product pricing strategies; etc.

***Priority of Prevention Programs***

ICHHS-BH gives priority to primary prevention programs and services for populations that are considered at risk for developing substance abuse problems. ICHHS-BH works to ensure that programs and services for these at-risk populations develop and utilize community-based strategies for prevention, including strategies to discourage the use of alcohol and tobacco products by youth.

***Continuing Education for Primary Prevention Staff***

For all staff participating in the delivery of primary prevention services, ICHHS-BH provides continuing education in such services.

***Prohibited Expenses under SAPT BG Prevention Funding***

SAPT BG primary prevention funding does NOT include early intervention activities. In addition, ICHHS-BH does not utilize Prevention Set-Aside funds to support any services or staff classified as “indicated” prevention. Examples of “indicated” prevention strategies include case management, counseling groups, early intervention, screening, and assessment.

**PROCEDURES**

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1. ICHHS-BH staff carrying out primary prevention activities enter service hours into CalOMS Pv on a monthly basis.

*Reference: 45 CFR 96.125; 45 CFR 96.124(b)(1); 96.132(b)*

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ICHHS  
BEHAVIORAL HEALTH  
Substance Use Disorders

POLICY / PROCEDURES

SUBJECT: **YOUTH TREATMENT PROGRAM – OVERVIEW**

POLICY

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Inyo County Health and Human Services, Behavioral Health (ICHHS-BH) is dedicated to ensuring that youth achieve positive and lasting outcomes.

***Target Population***

ICHHS-BH typically serves youth between the ages of 12 and 17 (inclusive) who meet the diagnostic criteria of a DSM substance-related disorder. The clinical appropriateness of serving other age groups (18-21, or children under 12) and any age-specific service approaches utilized must be individually documented for each client and based upon a written protocol that addresses developmentally appropriate services for that age group.

***Continuum of Care***

The Youth Treatment Program operates as a continuum of care, providing (or arranging for the provision of) services for all phases of recovery, including pre-treatment, assessment, formal treatment, relapse prevention, and aftercare.

***Service Guidelines and Outcomes***

Services are delivered according to individualized Treatment Plans. Individual Treatment Plans are based on the youth's assessment and incorporate services that are appropriate to the youth's gender and age (chronological, emotional, and psychological).

Services are strengths-based and designed to achieve the desired client outcomes of reduced and/or eliminated substance use and improved overall functioning. The Youth Treatment Program offers treatment and placement within the least-restrictive settings possible. Treatment services are voluntary.

***Youth Program Components (Formal Treatment)***

ICHHS-BH provides, or arranges for the provision of, the following services. These services are incorporated into the client's Treatment Plan based on clinical appropriateness, within the capability of existing resources:

- Outreach / Screening
- Initial and Continuing Assessment / Diagnosis
- Diagnosis
- Placement
- Individualized Treatment Planning

- Group and Individual Counseling
- Youth and Family Involvement
- Educational and Vocational Activities
- Structured Recovery-Related Activities
- Alcohol and Drug Testing
- Medication Management
- Case Management and Ancillary Services
- Discharge Planning
- Continuing Care

#### ***Service Coordination and Collaboration***

ICHHS-BH collaborates with other youth-serving agencies in Inyo County in an effort to reduce duplication of services and increase the effectiveness and efficiency of treatment. ICHHS-BH also works with other child-serving agencies in an outreach capacity, to identify youth with SUD problems within other public service systems.

Clients in the Youth Treatment Program receive case management services arranged by or provided by ICHHS-BH. Through case management, services are coordinated with other youth-serving agencies. Case managers may also arrange access for youth to ancillary services that include (but are not limited to):

- Primary medical care;
- Mental health;
- Education and/or Vocational Training;
- Employment;
- Housing;
- Life skills; and
- Mentoring.

#### ***Youth and Family Involvement***

ICHHS-BH provides opportunities for youth to help in planning, to actively participate in, and to give feedback regarding their treatment. ICHHS-BH assists youth in developing positive support systems to help reinforce progress made during treatment. To this end, ICHHS-BH encourages the involvement of the youth's family and friends in treatment, to the extent that such involvement is beneficial to the youth. As appropriate, family dynamics may be addressed and individual family counseling may be provided as part of the youth's treatment.

#### ***Cultural Competence***

ICHHS-BH staff deliver culturally appropriate services. Staff receive training regarding the specific cultural traditions and beliefs of Inyo's various racial and ethnic groups and offer language specific services to non-English speaking youth. Staff foster an environment of acceptance regarding different sexual orientations and, where appropriate, assist youth in addressing issues of sexuality and sexual identity as part of treatment.

### ***Gender-specific Services***

Youth substance abuse treatment services address many gender-specific issues. In order to support the safe exploration of these issues, some group sessions and activities are gender-exclusive.

### ***Health and Safety***

ICHHS-BH consistently provides a reasonable level of structure, care, and supervision to ensure the safety and security of youth and staff. Youth are treated with dignity at all times. Program rules and discipline are clearly communicated to all youth at the start of treatment. All consequences are non-violent, age/developmentally appropriate, and non-aversive. Program staff are trained to recognize and respond to the following issues:

- Injury;
- Disease;
- Child abuse;
- Neglect;
- Domestic and other forms of violence;
- Homelessness;
- Malnutrition; and
- Medical or psychological emergency.

### ***Non-Compliance***

Youth who are persistently noncompliant with treatment may be discharged from ICHHS-BH, if no alternative is available. If a youth is at risk for being discharged, the client's situation will be reviewed by youth's primary counselor, the Access Team, and the ICHHS-BH Director, or designee. Clients may be discharged only with the approval of the Director, or designee. A client is discharged from services only if no alternative treatment course is available or deemed reasonably effective.

### ***Legal and Ethical Issues***

ICHHS-BH complies with all state and federal laws and regulations regarding informed consent for children, disclosure of confidential information, child abuse and neglect reporting requirements, and duty-to-warn issues. For information on consent, please refer to policy *SUD 07, Youth Treatment – Minor Consent*.

*Reference: California Department of Alcohol and Drug Programs, Youth Treatment Guidelines (2002).*

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Chair, Inyo County Board of Supervisors

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ICHHS  
BEHAVIORAL HEALTH  
Substance Use Disorders

POLICY / PROCEDURES

SUBJECT: **YOUTH TREATMENT PROGRAM – MINOR  
CONSENT**

**POLICY**

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California law permits minors, ages 12 and older, to receive limited substance abuse services without parent/guardian consent. Services that are allowed without parental consent include assessments, counseling, educational services, and emergency services, including emergency (temporary) residential services.

Long-term residential services and replacement narcotic treatment (e.g., methadone) require the consent of the minor's parent or guardian.

If the minor's parent/guardian does not consent to and/or participate in the treatment, the parent/guardian is not liable for payment for any substance abuse services provided to a minor.

Inyo County Health and Human Services, Behavioral Health (ICHHS-BH) will ensure that minors have access to certain substance abuse treatment services regardless of parent/guardian consent or financial resources. Staff shall encourage minors to notify their parent/guardian about the substance abuse treatment, but specific services will not be denied if the minor chooses to forgo parental consent.

**PROCEDURES**

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***General Cases***

1. Clients who are age 12 years or older must sign an ICHHS-BH Consent for Treatment prior to receiving certain substance abuse treatment services.
2. Minor clients will not be assessed a fee for services rendered, unless the parent/guardian is involved with the service.

*Reference: CA Family Code, Section 6929; CA Welfare and Institutions Code, Section 14010.*

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Chair, Inyo County Board of Supervisors

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ICHHS  
BEHAVIORAL HEALTH  
Substance Use Disorders

POLICY / PROCEDURES

**SUBJECT: SAPT BG FUNDS – PAYMENT OF LAST RESORT**

**POLICY**

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Inyo County Health and Human Services, Behavioral Health (ICHHS-BH) receives Substance Abuse Prevention and Treatment (SAPT) Block Grant (BG) funds to provide prevention and treatment services. The SAPT BG program targets pregnant women and women with dependent children, as well as intravenous drug users.

The service areas funded by SAPT BG include the following:

- Tuberculosis services
- Early intervention services for HIV/AIDS
- Primary prevention services

For all covered services, SAPT BG funding is considered the payment of last resort. All alternative funding options are identified and utilized prior to accessing SAPT BG funds.

**PROCEDURES**

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As a component of the Intake Appointment, administrative staff complete the financial documentation, as follows:

- Client 3<sup>rd</sup> Party Coverage
- Client Financial Review Form
- California Client Financial Review Maintenance

Every reasonable effort will be made to collect reimbursement for the costs of providing SAPT BG services from all available sources. These sources typically include, but are not limited to, the following:

- Social Security insurance benefits;
- Medicaid;
- Medicare;
- State compensation program;
- Other public assistance program for medical expenses;
- Other grant program;
- Private health insurance or any other benefit program; and
- Clients, in accordance with their ability to pay.

*Reference: 45 CFR 96.137*

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ICHHS  
BEHAVIORAL HEALTH  
Substance Use Disorders

POLICY / PROCEDURES

**SUBJECT: PRIORITY POPULATIONS, WAITING LIST, AND  
INTERIM SERVICES**

**POLICY**

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Inyo County Health and Human Services, Behavioral Health (ICHHS-BH) receives Substance Abuse Prevention and Treatment (SAPT) Block Grant (BG) funds for perinatal services, and gives preference for treatment to pregnant and parenting women who are substance abusers. In accordance with federal regulations, ICHHS-BH treats the family as a unit and, therefore, admits both women and children into treatment services, as appropriate.

ICHHS-BH makes every attempt to admit clients to treatment without maintaining a waiting list. In the unlikely event that a waiting list is necessary for Substance Use Disorder Services, ICHHS-BH will prioritize treatment services to pregnant women (45 CFR 96.121 and 96.131) and IV drug users (45CFR 96.126 and 96.121) to receive services within 14 days. If no treatment program has the capacity to provide treatment services to a client, the client is placed on a waiting list and ICHHS-BH will provide an array of interim services and referrals, including prenatal care.

***Priority of Admission***

- A. **Preference:** Per federal regulations, ICHHS-BH gives SAPT BG funding preference as follows:
1. Pregnant substance users who use drugs intravenously (or females who are intravenous drug users and who have dependent children)
  2. Pregnant substance users (or female substance users with dependent children)
  3. Substance users who are intravenous drug users (all genders)
  4. All other substance users (regardless of gender or route of use)
- B. ICHHS-BH documents that preference is given to the required populations through the completion of admission/intake forms that specifically identify the client's status.

***Publicizing Services***

The availability of these services is publicized through postings, brochure placement, and distribution, and through local events, such as health fairs.

***Payment Options***

For services for pregnant and parenting women with substance abuse issues, SAPT BG funds are considered the payment of last resort. As such, all alternative funding options are identified and utilized prior to accessing SAPT BG funds. Every reasonable effort will be made to collect reimbursement for the costs of providing SAPT BG services from all available sources.

### ***Interim Services***

ICHHS-BH makes every attempt to admit clients to treatment without maintaining a waiting list. If ICHHS-BH and other local, reasonable providers do not have the capacity to provide treatment services to a perinatal client who requests and needs treatment services, ICHHS-BH places the client on a waiting list and provides interim services until substance abuse treatment services are available.

- A. Interim Services or Interim Substance Abuse Services means services that are provided until an individual is admitted to a substance abuse treatment program.
- B. The purposes of such services are to:
1. Reduce the adverse health effects of such abuse;
  2. Promote the health of the individual; and
  3. Reduce the risk of transmission of disease.
- C. Interim services may include the following:
- Tuberculosis (TB) and HIV education and counseling (this includes educating injection drug users who are not infected about the risks of infection that come with continuing this lifestyle);
  - Referrals for prenatal care;
  - Education on the effects of alcohol and drug use on the fetus; and
  - Referrals based on individual assessments that may include, but are not limited to:
    - Self-help recovery groups
    - Pre-recovery and treatment support groups
    - Sources for housing, food, and legal aid
    - Children's services
    - Medical services
    - Temporary Assistance to Needy Families (TANF)/Medi-Cal services

## **PROCEDURES**

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1. If the ICHHS-BH Director and/or the SUD Manager determine that the appropriate treatment services are at capacity, a waiting list will be established for that program and all SUD staff members will be informed of the impacted program.

2. A **“unique patient identifier”** will then be assigned as follows:
  - a. The client will be entered into the ShareCare system under the call logging tab screening and “type of inquiry” as SUD Priority Population.
  - b. This entry will assign a “pre-consumer identifying number,” allowing for tracking.
3. On a daily basis, the SUD Manager (or designee) will review all referrals for intake and all “SUD Diagnostic Review” forms completed by the assigned Addiction Counselors.
4. The SUD Manager (or designee) will review the priority populations of “pregnant women” or “IV Drug User” in the ShareCare call logging and as indicated on the risk assessment and will ascertain whether there is capacity for the individual to enter the appropriate program within 14 days.
  - a. The SUD Manager will inform the assigned Addiction Counselor if the appropriate program is not available and that the individual has been placed on a waiting list.
5. The assigned Addiction Counselor will make contact with the individual from the priority population within 48 hours and will develop an individualized interim plan consisting of alternative education groups, individual counseling and community resources.
6. Individuals from the priority populations who have been placed on a waiting list and who are receiving interim services will be reviewed in the weekly SUD staff meeting and will be prioritized for any opening within the appropriate program.
  - a. Capacity issues will be reviewed and brought forward to the ICHHS-BH Director or the SUD Administrator.
7. Individuals with IV drug use may not be removed from the waiting list unless A) they are admitted into treatment; B) refuse treatment; or C) cannot be located.
8. Individuals from the priority populations must be placed in an appropriate program within 120 days.
9. In the event that appropriate program cannot be made available within the 120 day timeframe, the ICHHS-BH Director or the SUD Administrator will contact Mono County SUD services for transfer and will consult with the State’s capacity management system personnel for alternate arrangements.

*References: 45 CFR 96.131; 45 CFR 96.124; 45 CFR 96.124(e)(1-5).*

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Chair, Inyo County Board of Supervisors

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Date

ICHHS  
BEHAVIORAL HEALTH  
Substance Use Disorders

POLICY / PROCEDURE

**SUBJECT: ACCESSIBILITY OF SERVICE REQUIREMENTS  
POLICY**

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Inyo County Health and Human Services, Behavioral Health (ICHHS-BH) Substance Use Disorders (SUD) programs does not discriminate on the basis of ethnic group, religion, age, gender, color, sexual orientation or disability, pursuant to the Americans with Disabilities Act; Section 504 of the Rehabilitation Act of 1973; 45 Code of Federal Regulations, Part 84, Non-discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance; Title 24, California Code of Regulations, Part 2, Activities Receiving Federal Financial Assistance and; Unruh Civil Rights Act California Civil Code Sections 51 through 51.3 and all applicable laws related to services and access to services for persons with disabilities. ICHHS-BH's SUD programs will ensure sub-contractors adhere to the requirements regarding the above.

ICHHS-BH's SUD programs will ensure assessments are conducted and records of the assessments are kept, regarding the need for SUD services within the County; the percentage of the county residential SUD service providers that accept PWD and the county's implementation plan for ensuring that a sufficient number of out-patient and residential SUD services accessible by PWDs are strategically placed within the county; will define, develop and implement 1) the referral mechanism for those SUD service facilities that do not accept PWD; 2) the plan to provide services to PWD that are substantially equivalent to services provided to non-disabled individuals, including equivalency of travel time and distance; and designate a County Access Coordinator.

**PROCEDURES**

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1. All clients are advised orally and in writing of their personal rights during the intake process. Inyo County Behavioral Health Substance Use Disorder programs will make every effort to ensure that persons with disabilities have access to all of its programs, services and activities and will ensure its sub-contractors adhere to the same.
2. ICHHS-BH's SUD staff will develop and utilize the above required assessments.

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Chair, Inyo County Board of Supervisors

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**ICHHS**  
**BEHAVIORAL HEALTH**  
**Substance Use Disorders**

**POLICY / PROCEDURE**

**SUBJECT: CalOMS Treatment**

**POLICY**

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Inyo County Health and Human Services, Behavioral Health (ICHHS-BH) SUD will follow the guidelines set forth in the CalOMS Treatment manual for the collection of data and system to report substance use disorder treatment services provided by our clinic to the state of California.

**PROCEDURES**

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- All staff will be provided with the CalOMS Treatment manual for collecting and reporting substance use disorder services for our clinic.
- At intake staff will review the CalOMS portion of the intake packet filled out by potential consumers for SUD services to ensure all portions have been filled out and any questions clarified to the consumer to gather all appropriate information.
- The completed CalOMS forms will be provided to the SUD Dept. Supervisor for input into the Share Care system to then be uploaded to the state on a monthly basis to remain compliant with reporting guidelines.
- Any questions or concerns will be staffed on a minimum monthly basis to ensure the clinic remains compliant with the CalOMS reporting system standards.

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ICHHS  
BEHAVIORAL HEALTH  
Substance Use Disorders

## **Continuing Education for Employees POLICY/PROCEDURE**

**SUBJECT:** Continuing Education

### **POLICY**

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Education and training is an important component of the Inyo County Health and Human Services, Behavioral Health (ICHHS-BH) SUD Programs. Continuing Education in treatment services shall be made available to employees who provide such services. (Title 45, CFR 96.132)

### **PROCEDURE**

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1. Quality Assurance Staff Meetings (QII) is offered every Monday to all staff in Behavioral Health for the purposes of education and training.
2. Trainings/Education is also offered throughout the year by outside providers at the expense of Inyo County HHS on a variety of topics. (MRT training and Seeking Safety) in FY 13/14.
3. All employees of Behavioral Health have access to Relias Learning and on-line web site for continuing education purposes.

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Chair, Inyo County Board of Supervisors

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**ICHHS**  
**BEHAVIORAL HEALTH**  
Substance Use Disorders

**POLICY / PROCEDURES**

**SUBJECT: CULTURAL COMPETENCY**

**Delivery of Culturally and Linguistically Competent Services**

**POLICY**

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Inyo County Health and Human Services, Behavioral Health (ICHHS-BH) values culturally and linguistically competent services and has adopted the following standards and processes for providing culturally and linguistically competent services.

***Staff Training and Recruitment***

ICHHS-BH staff are encouraged to avail themselves to trainings which enhance cultural and linguistic sensitivity. All trainings are documented in the Training Log. Periodic reviews of the Training Log in the Cultural Competence Task Force help to assess staff training needs.

The ICHHS-BH is an equal opportunity employer and encourages bilingual and bicultural persons to apply for available positions. Exceptional efforts are made to recruit bilingual and bicultural staff. The ICHHS-BH will provide bilingual pay for those demonstrating proficiency in a language, other than English, utilized by the ICHHS-BH to assist limited and non-English speaking clients on a regular basis.

During the interview process of bilingual and bicultural applicants, Spanish-speaking interviewers may sit on the interview panel so that they can assess the applicant's ability to communicate ideas, concerns, and rationales. Additional interview questions may be asked to determine the applicant's knowledge of the mental health field.

Bilingual applicants may undergo a written test on behavioral health topics to assure the applicant's ability to communicate ideas, concerns, and rationales, as well as translation of the words used, and to certify their bilingual status so they can receive bilingual pay if hired.

***National Standards on Culturally and Linguistically Appropriate Services***

ICHHS-BH will endeavor to practice the National Standards on Culturally and Linguistically Appropriate Services (CLAS) in an effort to provide culturally and linguistically competent services:

- 1) ICHHS-BH will ensure that clients receive from all staff effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices and preferred language.
- 2) ICHHS-BH will implement strategies to recruit, retain, and promote at all levels of the organization a diverse staff and leadership that are representative of the demographic characteristics of the service area.
- 3) ICHHS-BH will ensure that staff at all levels and across all disciplines receive ongoing education and training in culturally and linguistically appropriate service delivery.

- 4) ICHHS-BH will offer and provide language assistance services, including bilingual staff and interpreter services, at no cost to each client with limited English proficiency at all sites, in a timely manner during all hours of operation.
- 5) ICHHS-BH will assure the competence of language assistance provided to limited English proficient clients by interpreters and bilingual staff. Family and friends should not be used to provide interpretation services (except on request by the client).
- 6) ICHHS-BH will make available easily understood client-related materials and post signage in threshold languages.
- 7) ICHHS-BH should develop, implement, and promote a written strategic plan that outlines clear goals, policies, operational plans, and management accountability/oversight mechanisms to provide culturally and linguistically appropriate services.
- 8) ICHHS-BH should conduct initial and ongoing organizational self-assessments of CLAS-related activities and are encouraged to integrate cultural and linguistic competence-related measures into its internal audits, performance improvement programs, client satisfaction assessments, and outcomes-based evaluations.
- 9) ICHHS-BH should ensure that data on the individual client's race, ethnicity, and spoken and written language are collected in health record, integrated into the organization's management information systems, and periodically updated.
- 10) ICHHS-BH should maintain a current demographic, cultural, and epidemiological profile of the community as well as a needs assessment to accurately plan for and implement services that respond to the cultural and linguistic characteristics of the service area.
- 11) ICHHS-BH should develop participatory, collaborative partnerships with communities and utilize a variety of formal and informal mechanisms to facilitate community and client involvement in designing and implementing CLAS-related activities.
- 12) ICHHS-BH should ensure that grievance and appeal processes are culturally and linguistically sensitive and capable of identifying, preventing, and resolving cross-cultural grievances or appeals by clients.
- 13) ICHHS-BH is encouraged to regularly make available to the public information about its progress and successful innovations in implementing the CLAS standards and to provide public notice in the community about the availability of this information.

*Reference: National CLAS Standards.*

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Chair, Inyo County Board of Supervisors

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ICHHS  
BEHAVIORAL HEALTH  
Substance Use Disorders

POLICY/PROCEDURE

**SUBJECT: Expenditure of SAPT Block Grant Funds**

POLICY

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Inyo County Health and Human Services, Behavioral Health (ICHHS-BH) Substance Use Disorder Services will fiscally monitor the use of SAPT Block Grant funds pursuant to Title 42 USC, Section 300x-21(b) through 300x-66 and Title 45 CFR, Subpart L. Any SAPT Block Grant funds not expended by a Contractor at the end of the expenditure period shall be returned to the State for subsequent return to the Federal government. Inyo County Behavioral Health and Substance Use Disorder Services shall comply with the financial management standards contained in Title 45 CFR, Part 92 Sections 92.20(b)(1) through (6); title 45 CFR Part 74, Sections 74.21(b)91) through (4) and (b) (7) and Title 45 CFR Part 96, Section 96.30.

PROCEDURES

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Expenditure of SAPT Block Grant funds will be fiscally monitored and in the following manner; Whenever specific purchases are made for the programs, the requisitions indicate the program and are signed off by appropriate management and staff. Those expenditures are then tracked directly to the specific program. Staff also completes time studies which track time and units of service to various categories. At year-end the time studies and purchases are totaled and reported in the annual cost report.

\_\_\_\_\_  
Chair, Inyo County Board of Supervisors

\_\_\_\_\_  
Date

ICHHS  
BEHAVIORAL HEALTH  
Substance Use Disorders

POLICY / PROCEDURE

**SUBJECT: NON DISCRIMINATION**

**POLICY**

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Inyo County Health and Human Services, Behavioral Health (ICHHS-BH) Substance Use Disorders (SUD) programs does not discriminate on the basis of ethnic group, religion, age, gender, color, sexual orientation or disability, pursuant to Titles VI of the Civil Rights Act of 1964, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs; Title VIII of the Civil Rights Act of 1968 (42 USC 3601 met seq.); Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 UC Sections 6101-6107); Age Discrimination in Employment Act (29CFR Part 1625); Title I of the Americans with Disabilities Act (29 CFR Part 1630); Title II of the Americans with Disabilities Act (28 CFR Part 35); Title III of the Americans with Disabilities Act (28 CFR Part 36); Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794); Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60); Executive Order 13166 (67 FR 41455); The Drug Abuse Office and Treatment Act of 1972, as amended; The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended; the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.); Title 2, Division 4, Chapter 6 of the CCR, commencing with Section 10800.

Further, ICHHS-BH SUD programs will post, and agrees to require its Subcontractors to post, in conspicuous places, notices available to all employees and applicants for employment setting forth the provisions of the Equal Employment Opportunity Act in conformance with Federal Executive Order No. 11246; and Section 503 of the Rehabilitation Act of 1973 (as amended).

ICHHS-BH's SUD programs will, on a cycle of at least every three years, assess, monitor, and document each subcontractor's compliance with Section 504 of the Rehabilitation Act of 1973 (as amended) and Americans with Disabilities Act of 1990 and monitor to ensure beneficiaries and intended beneficiaries of service are provided services without regard to race, color, creed, national origin, sex or age; include the nondiscrimination and compliance provisions of this clause in all subcontracts and establish written procedures under which service participants are informed of their rights, including their right to file a complaint alleging discrimination or a violation of their civil

rights. Participants in programs funded hereunder will be provided a copy of their rights that include the right of appeal and the right to be free from sexual harassment and sexual contact by members of the staff.

No State or Federal funds will be used by ICHHS-BH's SUD programs for sectarian worship, instruction, or proselytization and no State funds will be used to provide direct, immediate or substantial support to any religious activity.

## PROCEDURES

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1. All clients are advised orally and in writing of their personal rights during the intake process ICHHS-BH Substance Use Disorder programs will make every effort to ensure that all persons have access to all of its programs, services and activities, and that sub-contractors comply with all of the requirements, without discrimination on the basis of ethnic group, religion, age, gender, color, sexual orientation or disability,.
2. Equal Employment Opportunity Act posters will be posted as required in all offices.
3. ICHHS-BH will ensure all funds are used appropriately.

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Chair, Inyo County Board of Supervisors

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Date

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Non-discrimination

ICHHS  
BEHAVIORAL HEALTH  
Substance Use Disorders

POLICY/PROCEDURE

SUBJECT: Perinatal Services

POLICY

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*Inyo County Health and Human Services, Behavioral Health (ICHHS-BH) will show compliance with 45 CFR 96.131 by following the Perinatal Program Requirements as set forth in the Perinatal Services Network Guidelines handbook.*

PROCEDURE

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1. **All SUD staff is required to be familiar with the Perinatal Services Network guidelines.** Our Perinatal Case Manager is provided a copy of this handbook. The SUD staff meets weekly and any new Perinatal client charts are reviewed to ensure compliance with the PSN guidelines. In addition, charts are reviewed at a minimum of every 90 days to address any new issues that arise and are reviewed for PSN compliance.
- 2.
3. Clients are admitted to the program in the following manner: 1. pregnant injection drug users; 2. pregnant substance users; 3. parenting injection drug users; and 4. parenting substance users. In the unlikely event that a waiting list is necessary the following procedure will apply:
  - a. The SUD Manager (or designee) will identify the priority populations of “pregnant women” or “IV Drug User” as indicated on the risk assessment and will ascertain whether there is capacity for the individual to enter the appropriate program within 14 days. The SUD Manager will inform the assigned Perinatal Program Case Manager if the appropriate program is not available and that the individual has been placed on a waiting list.
  - b. The Perinatal Program Case Manager will make contact with the individual from the priority population within 48 hours and will develop an individualized interim plan consisting of counseling and education about HIV and TB, risks of needle sharing, risks of transmission to sexual partners and infants and steps that can be taken to ensure that HIV and TB transmission does not occur. Referral for HIV and TB treatment services, if necessary. Counseling on the effects of alcohol and drug use on the fetus and referrals for prenatal care. Other referrals based on the client’s assessment that include self-help recovery groups, sources for housing,

food, and legal advice, case management, children's services, medical services and Medi-Cal services.

- c. Injection drug-using women will be either admitted to program no later than 14 days after making the request or admitted to a program within 120 days if interim services are provided.
4. **Women specific treatment and recovery services** are provided using the "Seeking Safety" program specifically designed for substance using women with PTSD/Trauma issues. In addition we use the evidence based "Living in Balance" program which provides a workbook unit on child development and parenting skills. We make referrals to our First Five program here in Inyo County which offers an intensive parenting skills course. The Perinatal Case Manager also provides education and counseling in the areas of building self- esteem in children, effective communication with children, parenting styles and behavior modification techniques for children.
5. **Case management** is a crucial strategy in the perinatal program. It is our goal to bring all resources together within a planned framework to support our perinatal clients in achieving their identified goals including access to primary medical care for themselves and their children, primary pediatric care and other needed services.
6. **Transportation** is either provided or arranged to and from the treatment site and to any ancillary services the client is engaged in. Transportation is provided in a county vehicle.
7. **Therapeutic Services for children:** (PCIT) Parent Child Interactive Therapy an evidenced based program is provided for children and their mothers when appropriate. We are a Behavioral Health program so these services are provided through our Mental Health services. In addition, we refer children to our Mental Health Boys Group and Girls Group which are therapeutic social skill groups. Individual sessions may also be provided.
8. **Licensed Child Care** is provided for perinatal clients with perinatal funds. A list of qualified child care agencies is provided for perinatal mothers to choose from to best meet the needs of their child while attending the program.
9. **Education Components:** We provide education and support in all life domain areas. We use evidence-based curriculum such as The Matrix Model, Living in Balance and Seeking Safety. Parenting classes and HIV/TB education is offered throughout the year. We refer to the Public Health Dept. for HIV/TB counseling.
10. **Primary Medical Care and Pediatric Care** are arranged for women in treatment. Referrals to prenatal care and primary pediatric care including

immunizations are made for women and their dependent children. Transportation to and from appointments is arranged or provided.

11. **Public Notice and Outreach** to publicize that pregnant women are given admission preference to recovery and treatment and encourage women in need to access them is provided through community, social, and health collaborative efforts, outreach by the Perinatal Case Manager, printed materials such as flyers and brochures and referral.

12. **Reporting Requirements:** All women in the perinatal program once admitted are entered and documented on the California Outcomes Measurement System.

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Chair, Inyo County Board of Supervisors

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Date



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

For Clerk's Use Only:  
**AGENDA NUMBER**

//

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

**FROM:** HEALTH & HUMAN SERVICES- Public Health

**FOR THE BOARD MEETING OF:** March 15, 2016

**SUBJECT: Amendment to contract between the County of Inyo and the California Department of Public Health for Emergency Preparedness specific to Ebola**

**DEPARTMENTAL RECOMMENDATION:** Request your Board approve Amended Grant Agreement Number 15-10358, A-01 between the County of Inyo and the California Department of Public Health, extending the grant term for 9 months for a project for Ebola preparedness and response, in an amount not to exceed \$65,379 for the period of July 1, 2015 to June 30, 2017, contingent upon the approval of future budgets, and authorize the Health and Human Services Director to sign the Amended Grant Agreement.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

In April 2015, the HHS Public Health division submitted a grant application to the California Department of Public Health to be considered for Supplemental Public Health Emergency Preparedness (PHEP) funding related to Ebola Preparedness and Response. CDPH approved the grant application and allocated \$65,379 to Inyo County.

The Inyo County work plan for Supplemental Ebola funds focuses on four of the seven Public Health Emergency Preparedness capabilities designated by the federal Centers for Disease Control (CDC): Community Preparedness, Responder Safety and Health, Emergency Public Information and Warning, and Medical Surge. The goals of the work plan will be accomplished through tabletop drills, functional exercises, and equipment and infrastructure improvements that will increase Public Health and community preparedness for a pandemic, such as the Ebola virus. The extended grant term allow counties more time to perform the services identified in the original grant Scope of Work.

**ALTERNATIVES:**

Not signing this Agreement would disallow Inyo County from extending the term of the grant to June 30, 2017 and the grant would expire on September 30, 2016.

**OTHER AGENCY INVOLVEMENT:**

Emergency Operations Coordinator, Inyo County Sheriff representation, Inyo County Environmental Health, Northern Inyo and Southern Inyo Hospitals, fire departments, ambulance providers, medical providers and schools.

**FINANCING:**

Federal funding for the local PHEP Supplemental Ebola grant is \$65,379. No County General Funds. Funding is brought into the Health Budget (045100) as revenue.

**APPROVALS**

<b>COUNTY COUNSEL:</b> 	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)  Approved: <u>Yes</u> Date: <u>2/26/16</u>
<b>AUDITOR/CONTROLLER:</b> 	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (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>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)  Approved: _____ Date: _____
<b>BUDGET OFFICER:</b>	<b>BUDGET AND RELATED ITEMS</b> (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)  Approved: _____ Date: _____

**DEPARTMENT HEAD SIGNATURE:**  Date: 3-2-16  
(Not to be signed until all approvals are received)

**EMERGENCY PREPAREDNESS OFFICE  
SUPPLEMENTAL FUNDING FOR EBOLA PREPAREDNESS AND RESPONSE  
Awarded By  
THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”  
TO  
Inyo County, hereinafter “Awardee”  
Implementing the project, “Supplemental Funding for Ebola Preparedness and Response,”  
hereinafter “Project”  
AMENDED GRANT AGREEMENT NUMBER 15-10358, A-01**

The Department amends this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

**AUTHORITY:** The Department has authority to grant funds for the Project under Health and Safety Code, Section 101319, 131058, and 131085.

**PURPOSE FOR AMENDMENT:** The purpose of the Grant amendment is to:

Extend the Grant term for 9 months; to allow the Awardee to continue performing the same services as identified in the Exhibit A Scope of Work and to reimburse the Awardee accordingly.

**AMENDED TERM OF GRANT:** The term of this Grant shall be amended to read as July 1, 2015 , or upon approval of this Award, and terminates on ~~September 30, 2016~~ June 30, 2017. No funds may be requested or invoiced for work performed or costs incurred after ~~September 30, 2016~~ June 30, 2017.

Either party may change its Project Representative upon written notice to the other party.

All other terms and conditions of this Grant shall remain the same.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: \_\_\_\_\_

\_\_\_\_\_  
Jean Turner, Director  
County of Inyo – Health Services  
207A West South Street  
Bishop, CA 93514

Date: \_\_\_\_\_

\_\_\_\_\_  
Jeffrey Mapes, Chief  
Contracts and Purchasing Services Section  
California Department of Public Health  
1616 Capitol Avenue, Suite 74.317,  
MS 1802, P.O. Box 997377  
Sacramento, CA 95899-7377



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

For Clerk's Use Only:  
AGENDA NUMBER

12

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

**FROM:** Planning and Water Departments

**FOR THE BOARD MEETING OF:** March 15, 2016

**SUBJECT:** Contract between the County of Inyo and Daniel B. Stephens & Associates, Inc. for provision of hydrological services in relation to the Hydrological Mitigation Monitoring Plan for Conditional Use Permit No. 2007-03 (Coso Operating Company, LLC).

**DEPARTMENTAL RECOMMENDATION:** Request the Board approve the sole source contract between the County of Inyo and Daniel B. Stephens & Associates, Inc. for the provision of hydrological services in an amount not to exceed \$29,748 for the period of March 15, 2016 to December 31, 2016, and authorize the Chairperson to sign, contingent upon adoption of future budgets and on obtaining appropriate signatures.

**SUMMARY DISCUSSION:** On March 11, 2009 the Planning Commission approved Conditional Use Permit (CUP) No. 2007-03 (Coso Operating Company, LLC) and certified an associated Environmental Impact Report (EIR), which permitted the Coso Operating Company (Coso) to extract groundwater from two existing wells on its Hay Ranch in the Rose Valley and transport it via pipeline to Coso's geothermal plant at China Lake Naval Air Weapons Station nine miles east. Conditions of approval include a Hydrologic Mitigation Monitoring Plan (HMMP), which works to monitor groundwater levels in the Rose Valley and to regulate Coso's groundwater pumping to ensure less than significant impacts.

Inyo County is continuing to monitor Coso's groundwater pumping pursuant to the HMMP. Additional monitoring is necessary based on Coso's modified pumping levels. Daniel B Stephens & Associates (DBSA) had been providing hydrological consulting services for the project previously. DBSA's contract has expired, and these services are required to undertake additional hydrological studies for Coso's continuing pumping. The contract includes data collection, analysis, and reporting tasks.

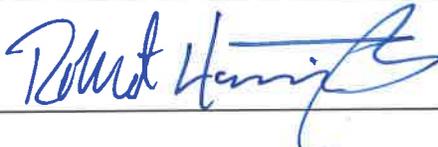
DBSA is uniquely qualified to provide the services due to its previous experience on the project, including collecting data, critiquing and developing models, working with interested parties, reporting, and participating in the County's decision-making processes. The firm's work has been high caliber, and its continuing participation will be vital to the HMMP's success. Most likely other contractors would require great resources to become familiar with the project, and be substantially more costly and time-consuming.

**ALTERNATIVES:** The Board could not approve the contract. This is not recommended as additional work is necessary. The Board could also direct staff to issue a Request for Proposals. This is not recommended due to the contractor's unique expertise, and could delay the needed work.

**OTHER AGENCY INVOLVEMENT:** None directly. Other agencies may be involved in implementation.

**FINANCING:** Adequate resources in the Planning Department budget (023800) for Fiscal Year 2015-16 in Professional and Special Service Expenses (Revenue Code 5265) and Services and Fees Revenues (Object Code 4819) are available to reflect these revenues and costs. Financing will continue to be provided by deposit from Coso (Coso Monitoring & Mitigation Fund Balance, 503823). Work on tasks in accordance with this contract may carry forward into future budgets and will be evaluated accordingly during the budget process.

<b>APPROVALS</b>	
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>3/7/16</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>3/7/2016</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:**  Date: 3/7/16  
(Not to be signed until all approvals are received)

**DEPARTMENT HEAD SIGNATURE:**  Date: 3/7/16  
(Not to be signed until all approvals are received)

**Attachment:** Proposed Contract

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Daniel B. Stephens & Associates, Inc.**  
**FOR THE PROVISION OF Hydrologic Analysis SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the hydrological analysis services of Daniel B. Stephens & Associates, Inc. (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from March 15, 2016 to December 31, 2016 unless sooner terminated as provided below.

**3. CONSIDERATION.**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed twenty-nine thousand seven hundred forty-eight only Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed, including travel or per diem, which is in excess of the contract limit.

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

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- (4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

**4. WORK SCHEDULE.**

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

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

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

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

**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

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

**7. COUNTY PROPERTY.**

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

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, s, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or

are the result, product, or manifestation of, Consultant 's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

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

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

**9. STATUS OF CONSULTANT.**

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

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

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

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

**10. DEFENSE AND INDEMNIFICATION.**

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

Contractor shall hold harmless, defend, and indemnify County and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the **active negligence**, sole negligence, or willful misconduct of the County.

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Agreement, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities,

expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

**11. RECORDS AND AUDIT.**

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

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

**12. NONDISCRIMINATION.**

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

**13. CANCELLATION.**

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

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

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

**17. CONFIDENTIALITY.**

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.

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

**22. ATTORNEY'S FEES.**

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

**23. AMENDMENT.**

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

**24. NOTICE.**

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

<b>County of Inyo:</b>	
Water Department, Attn.: Bob Harrington	Department
PO Box 337	Address
Independence, CA 93526	City and State

<b>Consultant:</b>	
Daniel B. Stephens & Associates, Inc.	Name
6020 Academy Road NE, Ste. 200	Address
Albuquerque, NM 87109	City and State

**25. ENTIRE AGREEMENT.**

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

///

///

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Daniel B. Stephens & Associates, Inc.  
**FOR THE PROVISION OF** Hydrological Analysis **SERVICES**

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

**COUNTY OF INYO**

**CONSULTANT**

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

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

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

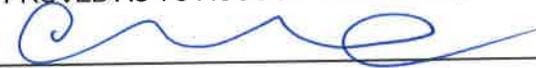
\_\_\_\_\_  
Print or Type Name

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** Daniel B. Stephens & Associates, Inc.  
**FOR THE PROVISION OF** Hydrological Analysis **SERVICES**

**TERM:**

**FROM:** March 15, 2016 **TO:** December 31, 2016

**SCOPE OF WORK:**

See attached.



**Scope of Work for Rose Valley Model Predictive Simulation Updates  
and Potential Deep Well Evaluation  
February 29, 2016**

The scope of work for updated Coso Operating Company (Coso) Hay Ranch predictive simulations is divided into the three tasks described below. The model update will be conducted for the most recent version of the Rose Valley model, which is documented in a report by Daniel B. Stephens & Associates, Inc. (DBS&A) dated June 27, 2014.

**Task 1 - Groundwater Model Update and Predictive Simulations**

The following data will be obtained:

- Metered Coso pumping from Hay Ranch
- Water level information at monitor wells; both transducer data and manual data
- Climatic data for water years 2013 through 2015 equivalent to that applied in the recharge model described in DBS&A (2011)

Much of this data is readily available from the Coso Hay Ranch project monitoring reports prepared by TEAM Engineering and Management Inc. (TEAM).

The groundwater flow model predictive simulations documented in DBS&A (2014) will be updated to include metered Coso Hay Ranch pumping for the period June 2014 through December 2015. The simulated hydrographs obtained using the updated model will be compared to the observed hydrographs for the updated period of record, and significant discrepancies in water levels and trends will be identified. Hydrographs for wells used in the previous DBS&A reports will be considered. Predictive computations will be conducted to determine what amount of Coso pumping can continue for some period of time without reducing the groundwater discharge at Little Lake by more than 10 percent. In addition, the feasibility of pumping from a deep well on Hay Ranch will be simulated using the model. Details of the predictive simulations will be decided upon in conjunction with the County of Inyo staff.

**Task 2 - Recharge Analysis**

Estimated recharge will be updated for water years 2013 through 2015 to be consistent with the Task 1 analysis. The most recent recharge analysis is documented in the DBS&A model update report dated August 29, 2013. The recharge analysis in this report included the period 2000 through 2012. The updated recharge analysis will be conducted following the same methodology outlined in Appendix A of DBS&A (2011).

**Task 3 - Reporting**

The results of the tasks and analyses described above will be provided in a brief report. A Draft version of the report will be provided to Inyo County for review prior to production of the final report.



---

*Daniel B. Stephens & Associates, Inc.*

**Task 4 - Meetings (Optional)**

Prepare for and attend two meetings in Inyo County to present, discuss, or defend simulation results. Provide presentation at one or both meetings, if needed.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Daniel B. Stephens & Associates, Inc.  
**FOR THE PROVISION OF** Hydrological Analysis **SERVICES**

**TERM:**

**FROM:** March 15, 2016 **TO:** December 31, 2016

**SCHEDULE OF FEES:**

See attached. Funds may be moved between tasks with the approval of the Water Director.



## Cost Estimate

**Cost Summary For  
County of Inyo  
Rose Valley Groundwater Model Update  
March 3, 2016**

***Cost Summary by Task***

<b>Task No.</b>	<b>Project Description</b>	<b>Cost</b>
1	Model Update and Predictive Scenarios	\$ 11,394.00
2	Recharge Analysis	2,900.00
3	Reporting	7,894.00
4	Optional - Two 1-day Meetings and Presentation	7,560.00
<b>Total: \$</b>		<b>29,748.00</b>



# Cost Estimate

Client Name: County of Inyo  
 Project Name: Rose Valley Groundwater Model Update  
 Project Number:  
 Terms:

Date: February 26, 2016  
 Estimator: Neil Blandford  
 Project Manager: Neil Blandford  
 Prepared by:  
 Approved by: Neil Blandford

## Task 1 Model Update and Predictive Scenarios

SERVICES	UNIT	UNIT FEE	QUANTITY	COST
Senior technical specialist	Hour	205.00	10	2,050.00
Senior engineer/scientist II	Hour	165.00	44	7,260.00
Staff engineer/scientist II	Hour	108.00	16	1,728.00
Technical editor	Hour	89.00	4	356.00
<b>Subtotal:</b>			<b>74</b>	<b>\$ 11,394.00</b>

EXPENSES	MARKUP	UNIT	UNIT FEE	QUANTITY	COST
			\$		\$
<b>Subtotal:</b>					<b>\$ 0.00</b>
<b>TASK 1 SUBTOTAL</b>					<b>\$ 11,394.00</b>
New Mexico Gross Receipts Tax @			0.0%		0.00
<b>TASK 1 TOTAL</b>					<b>\$ 11,394.00</b>

NOTES:



# Cost Estimate

Client Name: County of Inyo  
 Project Name: Rose Valley Groundwater Model Update  
 Project Number: 0  
 Terms: 0

Date: February 26, 2016  
 Estimator: Neil Blandford  
 Project Manager: Neil Blandford  
 Prepared by: 0  
 Approved by: Neil Blandford

## Task 2 Recharge Analysis

SERVICES	UNIT	UNIT FEE	QUANTITY	COST
Technical specialist	Hour	185.00	4	740.00
Staff engineer/scientist II	Hour	108.00	20	2,160.00
<b>Subtotal:</b>			<b>24</b>	<b>\$ 2,900.00</b>

EXPENSES	MARKUP	UNIT	UNIT FEE	QUANTITY	COST
			\$		\$
<b>Subtotal:</b>					<b>\$ 0.00</b>
<b>TASK 2 SUBTOTAL</b>					<b>\$ 2,900.00</b>
New Mexico Gross Receipts Tax @			0.0%		0.00
<b>TASK 2 TOTAL</b>					<b>\$ 2,900.00</b>

NOTES:



## Cost Estimate

Client Name: County of Inyo  
 Project Name: Rose Valley Groundwater Model Update  
 Project Number: 0  
 Terms: 0

Date: February 26, 2016  
 Estimator: Neil Blandford  
 Project Manager: Neil Blandford  
 Prepared by: 0  
 Approved by: Neil Blandford

### Task 3 Reporting

SERVICES	UNIT	UNIT FEE	QUANTITY	COST
Senior technical specialist	Hour	205.00	16	3,280.00
Senior engineer/scientist II	Hour	165.00	16	2,640.00
GIS analyst/database analyst	Hour	110.00	12	1,320.00
Senior technical editor	Hour	109.00	6	654.00
<b>Subtotal:</b>			<b>50</b>	<b>\$ 7,894.00</b>

EXPENSES	MARKUP	UNIT	UNIT FEE	QUANTITY	COST
			\$		\$
<b>Subtotal:</b>					<b>\$ 0.00</b>

<b>TASK 3 SUBTOTAL</b>				<b>\$ 7,894.00</b>
New Mexico Gross Receipts Tax @			0.0%	0.00
<b>TASK 3 TOTAL</b>				<b>\$ 7,894.00</b>

NOTES:



## Cost Estimate

Client Name: County of Inyo  
 Project Name: Rose Valley Groundwater Model Update  
 Project Number: 0  
 Terms: 0

Date: February 26, 2016  
 Estimator: Neil Blandford  
 Project Manager: Neil Blandford  
 Prepared by: 0  
 Approved by: Neil Blandford

### Task 4 Optional - Two 1-day Meetings and Presentation

SERVICES	UNIT	UNIT FEE	QUANTITY	COST
Senior technical specialist	Hour	205.00	24	4,920.00
Senior engineer/scientist II	Hour	165.00	2	330.00
Senior graphics designer	Hour	125.00	6	750.00
<b>Subtotal:</b>			<b>32</b>	<b>\$ 6,000.00</b>

EXPENSES	MARKUP	UNIT	UNIT FEE	QUANTITY	COST
		Airfare	\$ 400.00	2	\$ 800.00
		Lodging	150.00	2	300.00
		Auto and gas	150.00	2	300.00
		Meals/misc	80.00	2	160.00
<b>Subtotal:</b>					<b>\$ 1,560.00</b>
<b>TASK 4 SUBTOTAL</b>					<b>\$ 7,560.00</b>
New Mexico Gross Receipts Tax @			0.0%		0.00
<b>TASK 4 TOTAL</b>					<b>\$ 7,560.00</b>

NOTES:

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Daniel B. Stephens & Associates, Inc.  
**FOR THE PROVISION OF** Hydrological Analysis **SERVICES**

**TERM:**

**FROM:** March 15, 2016 **TO:** December 31, 2016

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

Refer to Attachment B.

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Daniel B. Stephens & Associates, Inc.  
**FOR THE PROVISION OF** Hydrological Analysis **SERVICES**

**TERM:**

**FROM:** March 15, 2016 **TO:** December 31, 2016

**SEE ATTACHED INSURANCE PROVISIONS**

**Specifications 2**  
**Insurance Requirements for Professional Services**

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.  
*(Not required if consultant provides written verification it has no employees)*
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains higher limits than the minimums shown above, the County 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***

1. **The County, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 38 04 13).

***Other Insurance Provisions***

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

***Primary Coverage***

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

### ***Notice of Cancellation***

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

### ***Waiver of Subrogation***

Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County 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 County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### ***Acceptability of Insurers***

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

### ***Claims Made Policies***

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

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

### ***Verification of Coverage***

Consultant shall furnish the County 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 County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### ***Subcontractors***

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

### ***Special Risks or Circumstances***

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

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO  
AND Daniel B. Stephens & Associates, Inc.  
FOR THE PROVISION OF Hydrological Analysis SERVICES

TERM:

FROM: March 15, 2016

TO: December 31, 2016

FEDERAL FUNDS ADDENDUM

1. Section 12, Part B, *Inspections and Audits*, of the contract is amended to read;  

"Any authorized representative of the County, or of a *federal, or state agency* shall have access to any books, documents, papers, records, including, but not limited to, financial records of the Consultant, which the County or *federal or state agency* determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, the County or *federal or state agency* has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement. Copies of any of these records shall be furnished, if requested."
2. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
3. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 23, *Amendment*, of the contract.
4. **Termination or Abandonment.** The provisions of Section 15, *Default*, will also apply if the contract is terminated because of circumstances beyond the control of the consultant. The provisions of the section entitled "**County Property**" Section 7.B., shall apply to any partially completed work if the contract is terminated or abandoned.
5. **General Compliance with Laws and Wage Rates.** The consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ATTACHMENT E - Continued

AGREEMENT BETWEEN COUNTY OF INYO  
AND Daniel B. Stephens & Associates, Inc.  
FOR THE PROVISION OF Hydrological Analysis SERVICES

TERM:

FROM: March 15, 2016

TO: December 31, 2016

FEDERAL FUNDS ADDENDUM

6. **Contractor's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
7. **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The contractor shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Agreement for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications,
8. **Safety.** The consultant shall comply with OSHA regulations applicable to the contractor regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract shall contain all of the provisions of the Article.

9. **Certifications.** Exhibits 10-F "Certification of Consultant, Commissions & Fees" and 10-G, "Certification of Agency" are included as attachments to the contract and made a part of.



**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

13

FROM: Public Works Department

FOR THE BOARD MEETING OF: March 15, 2016

SUBJECT: Lease between Inyo County and Harris Corporation (for Radio Equipment)

**DEPARTMENTAL RECOMMENDATIONS:**

Request your Board approve a five (5) year lease between Inyo County and Harris Corporation for the lease of a 25 foot by 25 foot piece of ground located at the Bishop Airport. For the time period or March 15, 2016 thru March 14, 2021 with four (4) annual options to extend the term of the lease at the County's discretion.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The FAA is expanding the air traffic Automatic Dependent Surveillance Broadcast (ADS-B) coverage requirement for Oakland EnRoute airspace to expand coverage in the Bishop Airport area. As such, the FAA has designated BIH airport as the reference point for adding new service. The 25 foot by 25 foot space that has been selected does not see high, traffic, nor does it bring in revenue or have potential to bring in revenue for the airport. The ground space has adequate access to electrical power and telecommunications as needed by Harris Corporation to install the equipment.

The technology is able to pinpoint and aircraft's location using satellite GPS navigation. Currently an aircraft will constantly broadcast its precise location and other flight data to nearby aircraft and air traffic controllers. ADS-B will, for the first time, allow both pilots and controllers to see the same real-time displays of air traffic. This would be a first for the Bishop Airport and will be beneficial to all pilots flying in and out to the Bishop Airport.

Public Works is recommending that this ground lease be offered without cost, as the use of the equipment would be highly beneficial to all members of the Bishop Airport and surrounding communities.

**ALTERNATIVES:**

The Board could choose to approve the ground lease with Harris Corporation, however that is not recommended because FAA has set new requirements requiring this equipment installed and we would be getting it at no cost to the County.

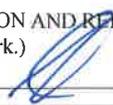
**OTHER AGENCY INVOLVEMENT:**

**FINANCING:** None

**APPROVALS**

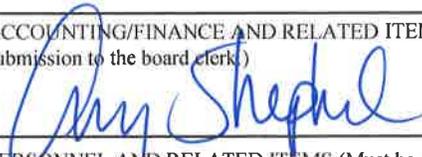
COUNTY COUNSEL:

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 02/24/16

AUDITOR/CONTROLLER

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

Approved:  yes Date 3/1/16

PERSONNEL DIRECTOR

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

Approved: \_\_\_\_\_ Date \_\_\_\_\_

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 3/2/16

**COUNTY OF INYO  
EASTERN SIERRA REGIONAL AIRPORT  
GROUND LEASE**

THIS LEASE AGREEMENT, made and entered into this 15th day of March, 2016, by and between Harris Corporation, hereinafter referred to as "Lessee," and the County of Inyo, a political subdivision of the State of California, hereinafter referred to as "County," whereby the parties hereto agree as follows:

**WITNESSETH:**

**SECTION 1. ADMINISTRATION.**

This Lease Agreement, hereinafter referred to as "Lease," shall be administered on behalf of the County by Shannon Williams, whose title is Deputy Director, hereinafter referred to as "County's Lease Administrator" and on behalf of Lessee by Gregory P. Hughes.

**SECTION 2. LEASED PREMISES.**

County hereby leases to Lessee the real property (hereinafter referred to as "Leased Premises") located at the Eastern Sierra Regional Airport (hereinafter referred to as "Airport"), County of Inyo, State of California, and described more particularly as:  
A parcel of undeveloped land with dimensions of 25 feet by 25 feet and bordered by the following corner coordinates as depicted in Exhibit A and right-of-way for access, utilities, and telecommunications.

**SECTION 3. INITIAL TERM AND OPTIONS.**

The initial term of the Lease will be for Five (5) years beginning March 15, 2016 and continuing through and including March 14, 2021. In addition to the initial term, there will be four (4) options to extend the Lease for additional one (1) year periods as follows:

- a. From March 15, 2021 through March 14, 2022.
- b. From March 15, 2022 through March 14, 2023.
- c. From March 15, 2023 through March 14, 2024.
- d. From March 15, 2024 through March 14, 2025.

The options to extend may be exercised in the manner and under the conditions hereinafter provided.

**SECTION 4. EXERCISING OPTIONS TO EXTEND TERM.**

The four (4) options to extend the term of the Lease for one (1) year periods identified in Section Three above, may be exercised by Lessee in the manner and on the terms and conditions below:

- a. Terms and Conditions.
- (1) Neither Lessee nor County has terminated this Lease, or any extensions thereof, for any reason.
  - (2) Lessee is not in default under any term or condition of the Lease, or any extension thereof.
  - (3) Lessee has exercised all previous options to extend.
- b. Manner In Which Option Can Be Exercised.
- (1) Lessee may exercise the option to extend no earlier than six (6) months before the expiration of the Lease term, or any extension thereof.
  - (2) Lessee must notify County in writing of the intent to exercise an option to extend at least thirty (30) days before the expiration of the Lease term, or an extension thereof.
  - (3) Except as provided for in Section Six relating to the rent, the Option to Extend shall be upon the same terms and conditions as stated in this Lease.

**SECTION 5. HOLDING OVER.**

If Lessee remains in possession of the Leased Premises with the consent of County, either expressed or implied, after the expiration of the Lease term, Lessee's tenancy shall be deemed to be a tenancy from month to month at the same rental rate applicable for the final month of the Lease term and otherwise shall be upon the same terms and conditions as are set forth in the Lease, provided that such tenancy shall be terminable and may be terminated upon at least thirty (30) days prior written notice of such termination served by either Lessee or County on the other party in the manner prescribed by law.

**SECTION 6. LEASE PAYMENTS.**

Lessee will pay to County an annual Lease payment of \*\*\*\*\*Zero dollars and 00/100\*\*\*\*\* (\$0.00\*\*\*\*\*). Lessee agrees to pay County said amount in installments of \*\*Zero dollars and 00/100's\*\* (\$0.00) per month, beginning on March 15, 2016, and payable on the first of each month thereafter during the term of this lease, or any extension thereof.

In the event the Lessee exercises its option to extend the Lease for any or all of the four one-year periods, the rent for such option period may increase as agreed upon between County and Lessee, but such increase shall not exceed zero percent (0.00%) of the rent for the previous lease period. In the event County and Lessee do not agree upon a rental amount, the rent shall increase by the aforementioned percentage.

Lease payments will be made without set off, and without regard to any claim of contribution, improvement, or counter claim.

If the Lease or any extension thereof is terminated before the expiration of the complete term, the annual lease payment due will be prorated for the actual term of the Lease, or any extension thereof.

**SECTION 7. USE OF PREMISES.**

The premises are leased to be used for Surveillance & Broadcast Services radio station site under FAA Contract DTFAWA-07-C-00067, including coverage of Bishop Airport airspace.

Lessee agrees to restrict its use to such purposes, and not to use or permit the use of the premises for any other purpose without first obtaining the consent in writing of County.

**SECTION 8. MASTER LEASE.**

The property herein leased by County to Lessee is the subject of a master lease between County and the Department of Water and Power of the City of Los Angeles, Numbered BL 120, and by this reference incorporated into this Lease. This Lease by the County of Inyo is subject to all of the terms and conditions imposed upon County by said master lease, and Lessee hereunder hereby agrees to abide by all of the terms of said master lease.

**SECTION 9. DELIVERY OF POSSESSION.**

Delivery of possession shall be deemed completed as of the date of execution of this instrument. Lessee represents and warrants that Lessee has examined the Leased Premises.

**SECTION 10. QUIET POSSESSION.**

The County covenants and agrees that Lessee, upon payment of the annual Lease payment and compliance with all the terms and conditions of this Lease, may lawfully, peacefully, and quietly have, hold, use, occupy, and enjoy the leased premises and each part thereof during the term of this Lease and any extensions thereof without hindrance or interruption by County.

**SECTION 11. PARKING.**

Lessee shall have reasonable non-exclusive use of the Airport parking area in common with other tenants, occupants, and users of the Airport, together with the right of reasonable ingress and egress to the Airport parking area.

**SECTION 12. HOURS OF USE.**

Lessee shall have access to the leased premises at any time on a twenty-four hour per day, seven-day per week basis.

**SECTION 13. UTILITIES.**

All charges for utilities used by Lessee in connection with the occupancy of the leased premises, (including deposits, connection fees or charges, meter rentals required by the supplier of any such utility service, and the cost of the facilities for connecting the leased premises to such utility services facilities) shall be paid by Lessee.

**SECTION 14. MAINTENANCE.**

Lessee agrees to maintain the Leased premises and any improvements thereon in good condition as reasonably required by the County throughout the term of the Lease.

**SECTION 15. ENTRY FOR INSPECTION AND MAINTENANCE.**

County reserves the right to enter the leased premises at reasonable times, with twenty-four (24) hour prior notification to the Lessee, to inspect, to perform required maintenance and repair, or to make additions or alterations to any part of the premises. County also reserves the

right to enter the leased premises at any time without prior notice to the Lessee in the event that an emergency reasonably requires the County to do so. Lessee agrees to permit County to do so. County may, during such time as is reasonably necessary to either respond to an emergency or to make such alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place movable equipment without any obligation to reduce Lessee's rent for the demised premises during such period, and without incurring liability to Lessee for disturbance of quiet enjoyment of the premises, or loss of occupation thereof.

**SECTION 16. ALTERATIONS AND IMPROVEMENTS.**

Lessee shall make no alternations or improvements in or on the Leased Premises without the prior written consent of County. All alterations and improvements made by Lessee shall be removed from the Leased Premises upon the expiration or sooner termination of the Lease, unless otherwise agreed in writing by Lessee and County. Any damage occasioned by the installation or removal of Lessee's improvements shall be repaired by Lessee.

**SECTION 17. SIGNS.**

Lessee may erect signs necessary to identify Lessee's occupancy of the leased premises during the term hereunder. Lessee shall not place the proposed signs on the leased premises until County has reviewed the proposed design and given its consent to the proposed signs. County shall not unreasonably withhold said consent. Signs shall be removed by Lessee at the termination of this Lease.

**SECTION 18. WASTE.**

Lessee shall give prompt notice to County of any damages to the leased premises and shall not commit, or suffer to be committed, any waste or injury, or allow any public or private nuisance on the leased premises.

**SECTION 19. WORKERS' COMPENSATION.**

Lessee 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.

**SECTION 20. INSURANCE.**

Lessee 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 Lessee, his agents, representatives or employees.

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
  2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).
  3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Errors and Omissions liability insurance appropriate to the Lessee's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance. Lessee shall maintain limits no less than:

1. General Liability (including operations, products and completed operations as applicable): \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, 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: \$300,000.00 per accident for bodily injury and property damage.
3. Employer's Liability: \$500,000.00 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$ n/a per occurrence.

C. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

D. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Lessee; and with respect to liability arising out of work or operations performed by or on behalf of the Lessee 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 Lessee's insurance, or as a separate owner's policy (CG 20 10 11 85).
2. For any claims related to this project, the Lessee's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. The County at its option may waive this requirement.

F. Verification of Coverage. Lessee shall furnish the County with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the County or on other than the County's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by the specifications at any time.

**SECTION 21. HOLD HARMLESS.**

Lessee will defend, indemnify, and hold the County free and harmless from any and all costs, judgments, liability, damages, or expense, including costs of suit and attorney's fees, arising out of or from any claimed injury or damage to persons or property sustained in, on, or about the leased premises, or arising out of Lessee's operation of the leased premises, or as a result of Lessee's acts or omissions or those of Lessee's agents, officers, or employees, in carrying out any operation upon the airport property, or arising out of any condition in, on, or above, the leased property. Lessee specifically waives any and all claims against the County for damages or compensation claimed or sustained by reason of any defect, deficiency, or impairment of any water system, electrical supply system, or electrical apparatus or wiring services on leased property.

**SECTION 22. COMPLIANCE WITH LAW.**

Lessee shall, at its sole cost, comply with all requirements of all County, State and Federal ordinances, laws, rules, and regulations now in force, or which may hereafter be in force, pertaining to the use of leased premises, and shall faithfully observe and obey all County, State and Federal ordinances, laws, rules, and regulations now in force, or which hereafter may be in force. If Lessee's failure to obey and comply with any of these rules, laws, ordinances, or regulations results in any assessment of fines, penalty, or damages against the County, Lessee will pay such civil penalty, fines or assessments and any costs the County incurs in defending or adjudicating such violations.

**SECTION 23. TAXES, ASSESSMENTS, AND FEES.**

In accordance with Revenue and Taxation Code section 107.6, Lessee is hereby advised that this lease may create a possessory interest subject to property taxation and that, if such an interest is created, Lessee is solely responsible for the payment of all property taxes levied on that interest. In addition, Lessee shall timely pay all taxes and assessments of whatever character that may be levied or charged upon the leasehold estate in the Leased Premises, or upon Lessee's operations thereon. Lessee shall also pay all license or permit fees that may be necessary, or which may be required by law, for the conduct of its operations at the Leased Premises.

**SECTION 24. GRANT AGREEMENT ASSURANCES.**

The following assurances required by the Federal Government as a condition of the Grant Agreement for the Bishop Airport are hereby incorporated into, and made a condition of, this Lease:

- a. The Lessee, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or

otherwise operated on the said property described in this Lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

b. The Lessee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

(2) That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination;

(3) That the Lessee, licensee, permittee, etc. shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Acts of 1964, and as said Regulations may be amended.

c. In the event of a breach of any of the above nondiscrimination covenants, County shall have the right to terminate the Lease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.

d. Lessee shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or services; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

e. Non-compliance with provisions of paragraph "d." above shall constitute a material breach hereof, and in the event of such non-compliance, the County shall have the right to terminate this Lease and the estate hereby created without liability therefore, or at the election of the County or the United States either or both said Governments shall have the right to judicially enforce those provisions.

f. Lessee agrees that it shall insert the above five provisions (paragraphs "a.", "b.", "c.", "d.", and "e.") in any lease, agreement, contract, or similar instrument, by which said Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.

g. Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that it will require that its covered sub-organizations provide assurances to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR 152, Subpart E, to the same effect.

h. County reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance.

i. County reserves the right to maintain and keep in repair all publicly owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.

j. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between County and the United States relative to the development, operation, or maintenance of the airport.

k. There is hereby reserved to County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein Leased. This public right of flight shall include the right to cause in said airspace any landing at, taking off from, or operation on the Airport.

l. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Leased premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased premises.

m. Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns, that it will not erect or permit the erection of any structure or object, or permit the growth of any tree on the land leased hereunder, above the height set forth in Part 77 of Federal Aviation Regulations. In the event the aforesaid covenants are breached, County reserves the right to enter upon the land leased hereunder and to remove the offending structure or object or cut the offending tree, all of which shall be at the expense of Lessee.

n. Lessee, by accepting this Lease, agrees for itself, its successors and assigns, that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from the Airport, or otherwise constitute a hazard. In the event the aforesaid covenant is breached, County reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of Lessee.

o. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

**SECTION 25. MODIFICATION.**

The terms and conditions of the Lease and any extension thereof may be modified, changed, or amended at any time only by the mutual written consent of Lessee and County.

**SECTION 26. TERMINATION.**

This Lease may be canceled and terminated by either party, without penalty, for any reason, at any time after execution of this Lease. Such cancellation and termination shall be effective on the sixtieth (60th) day after one party gives to the other written notice of termination. However, the giving of such notice shall not release either the County or the Lessee from full and faithful performance of all covenants of this Lease during the period between the giving of notice and the effective date of cancellation and termination.

**SECTION 27. RETURN OF PROPERTY AT TERMINATION.**

Lessee will return the property in good condition upon termination or expiration of the Lease.

**SECTION 28. ASSIGNMENT AND SUBLEASE.**

Lessee agrees not to assign this Lease or sublet the leased premises in part, or encumber its leasehold estate, or any interest therein, or permit the same to be occupied by another, either voluntarily or by operation of law, without first obtaining the written consent of County. Any such assignment or sublease shall not release Lessee from liability hereunder, and any assignee or sublessee shall expressly assume all Lessee's obligations hereunder. It is also agreed that the giving of a written consent required herein on any one or more occasions shall not thereafter operate as a waiver of the requirement for written consent on any one or more subsequent occasions.

**SECTION 29. SUBORDINATION.**

Lessee agrees that this Lease shall be subject and subordinate to any mortgage, trust deed, or like encumbrance heretofore or hereafter placed upon the leased premises by County, or its successors in interest, to secure the payment of monies loaned, interest thereon, and other obligations. Lessee agrees to execute and deliver, upon demand of County, any and all instruments desired by County subordinating in the manner requested by County this Lease to such mortgage, trust deed, or like encumbrance.

Notwithstanding such subordination, Lessee's right to quiet possession of the leased premises shall not be disturbed if Lessee is not in default and so long as Lessee shall pay the rent and observe and perform all of the provisions in this Lease, unless this Lease is otherwise terminated pursuant to its terms.

**SECTION 30. MECHANICS LIEN.**

Lessee agrees to keep the leased premises free from all mechanic's liens or other liens of like nature arising because of work done or materials furnished upon the leased premises at the instance of, or on behalf of Lessee, provided however that Lessee can contest such lien provided it post an adequate bond therefore.

**SECTION 31. FORCE MAJEURE.**

If either party hereto shall be delayed or prevented from their performance of any act required hereunder by acts of God, restrictive governmental laws or regulations, strikes, civil disorders, or other causes not involving the fault, and beyond the control, of the party obligated (financial inability excepted), performance of such act shall be waived for the period of the delay. However, nothing in this clause shall excuse the Lessee from the payment of any rental or other charge required of Lessee, except as may be expressly provided elsewhere in this Lease.

**SECTION 32. WAIVER.**

It is agreed that any waiver by Lessee of any breach of any one or more of the covenants, conditions, or terms of this Lease shall not be construed to be a waiver of any subsequent breach of the same or different provision of the Lease; nor shall any failure on the part of the Lessee to require exact, full, complete, and explicit compliance with any of the covenants or conditions of this Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Lease be changed or altered in any way whatsoever other than by written amendment, signed by both parties.

**SECTION 33. DEFAULT.**

In the event that Lessee or County shall default in any term or condition of this Lease, and shall fail to cure such default within thirty (30) days following service upon the defaulting party of a written notice of such default specifying the default or defaults complained of, or if the default cannot reasonably be cured within thirty (30) days, the defaulting party fails to commence curing the default within thirty (30) days and thereafter to diligently and in good faith continue to cure the default, the complaining party may forthwith terminate this Lease by serving the defaulting party written notice of such termination.

**SECTION 34. INUREMENT.**

The Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

**SECTION 35. SEVERABILITY.**

If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**SECTION 36. TIME IS OF ESSENCE.**

Time is expressly declared to be of the essence in this Lease and in all of the covenants and conditions herein.

**SECTION 37. ADDITIONAL TERMS AND CONDITIONS.**

Additional terms and conditions of the Lease, if any, are set forth in the exhibits listed below, each of which is attached hereto and incorporated herein by this reference: Exhibits B-1 Termination & Option to Extend, B-2 Waiver by County and B-3 Ins.

**SECTION 38. AMENDMENT.**

The Lease may be amended only by a written document signed by all parties hereto.

**SECTION 39. ENTIRE AGREEMENT.**

The Lease contains the entire agreement between the parties hereto and supersedes all previous agreements between the parties with respect to the subject matter of the Lease.

**SECTION 40. CONSTRUCTION OF AGREEMENT.**

Both County and Lessee have had the opportunity to and have participated in the drafting and final preparation of this Lease agreement. For that reason, the Lease itself, or any ambiguity contain therein, shall not be construed against either the County or Lessee as the drafters of this document.

**SECTION 41. NOTICE.**

Any notice required by the Lease or applicable law to be given or served on Lessee or County may be given or served either by personal delivery to the County Lease Administrator or any one of the Lessees, by personal delivery to, or by depositing the notice in the United States Mail, postage prepaid, to the address of each party as given below:

<b>COUNTY</b>	
Harris Corporation, Attn: ADS-B Subcontract	
_____	<b>Department</b>
12975 Worldgate Drive	<b>Street</b>
_____	<b>City and State</b>
Herndon, Virginia 20170	
_____	

<b>LESSEE</b>	
Inyo County Public Works	
_____	<b>Name</b>
168 N. Edwards	<b>Street</b>
_____	<b>City and State</b>
Independence, CA 93526	
_____	

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**COUNTY OF INYO  
EASTERN SIERRA REGIONAL AIRPORT  
GROUND LEASE**

Initial Term of Lease:  
March 15, 2016 through March 14, 2021

IN WITNESS THEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

**COUNTY**

**LESSEE**

Lease Administrator

By \_\_\_\_\_  
Director, Department of Public Works

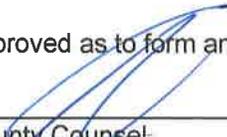
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Signature

\_\_\_\_\_  
Type or Print Name

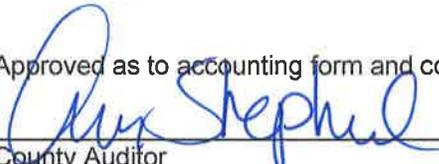
Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legality:

  
\_\_\_\_\_  
County Counsel

Approved as to accounting form and content:

  
\_\_\_\_\_  
County Auditor

Approved as to insurance and risk management:

\_\_\_\_\_  
County Risk Manager

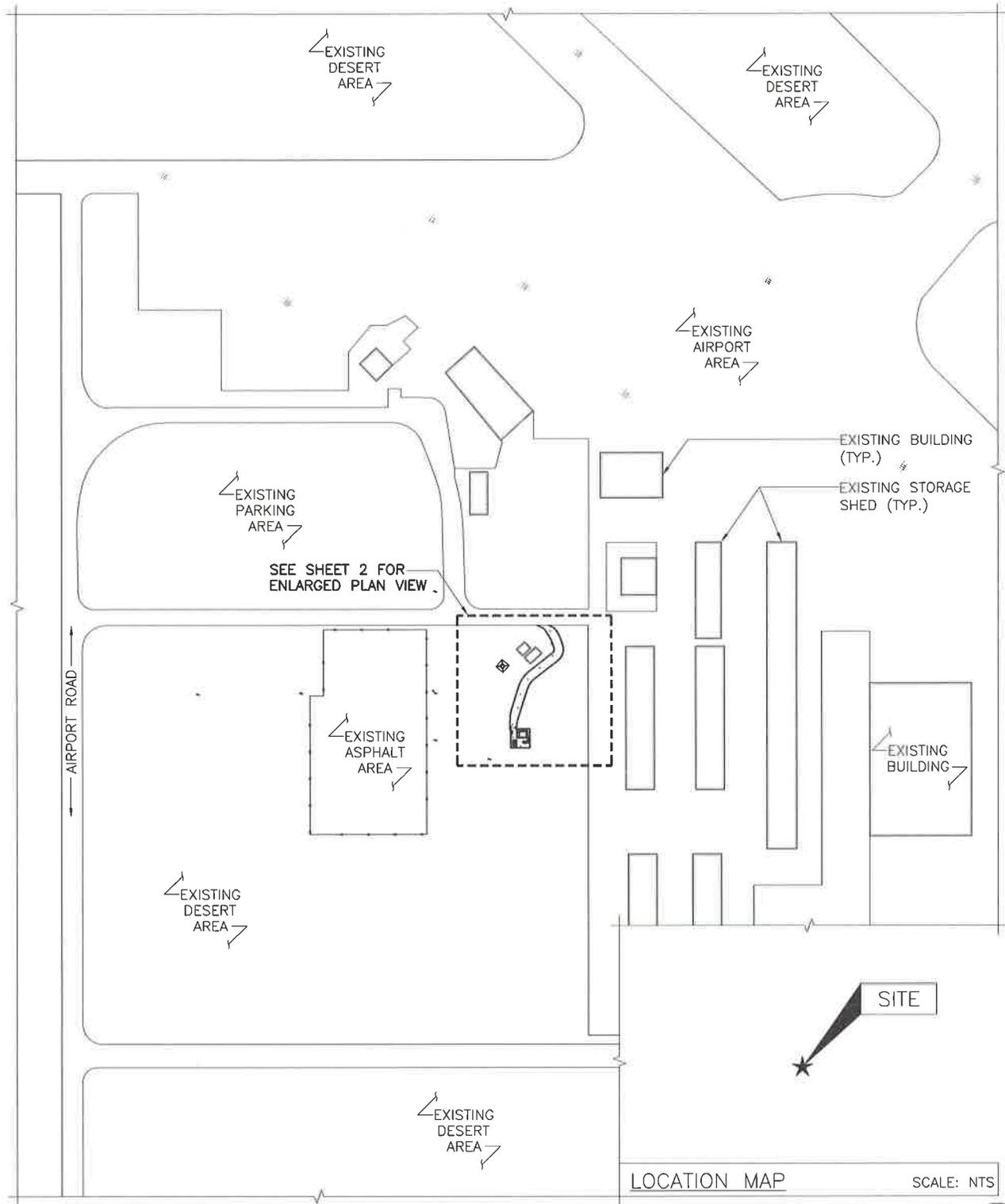
s:CountyCounsel/Leases

Eastern Sierra Regional Airport  
Ground Lease No. 033

**COUNTY OF INYO  
EASTERN SIERRA REGIONAL AIRPORT  
GROUND LEASE**

**ATTACHMENT A**

\*See Attached Site Plan



SITE PLAN  
SCALE: 1" = 200'-0"



BISHOP AIRPORT

SV172-15  
575 AIRPORT ROAD  
BISHOP, CA 93514



12930 Worldgate Dr.  
Herndon, VA 20170

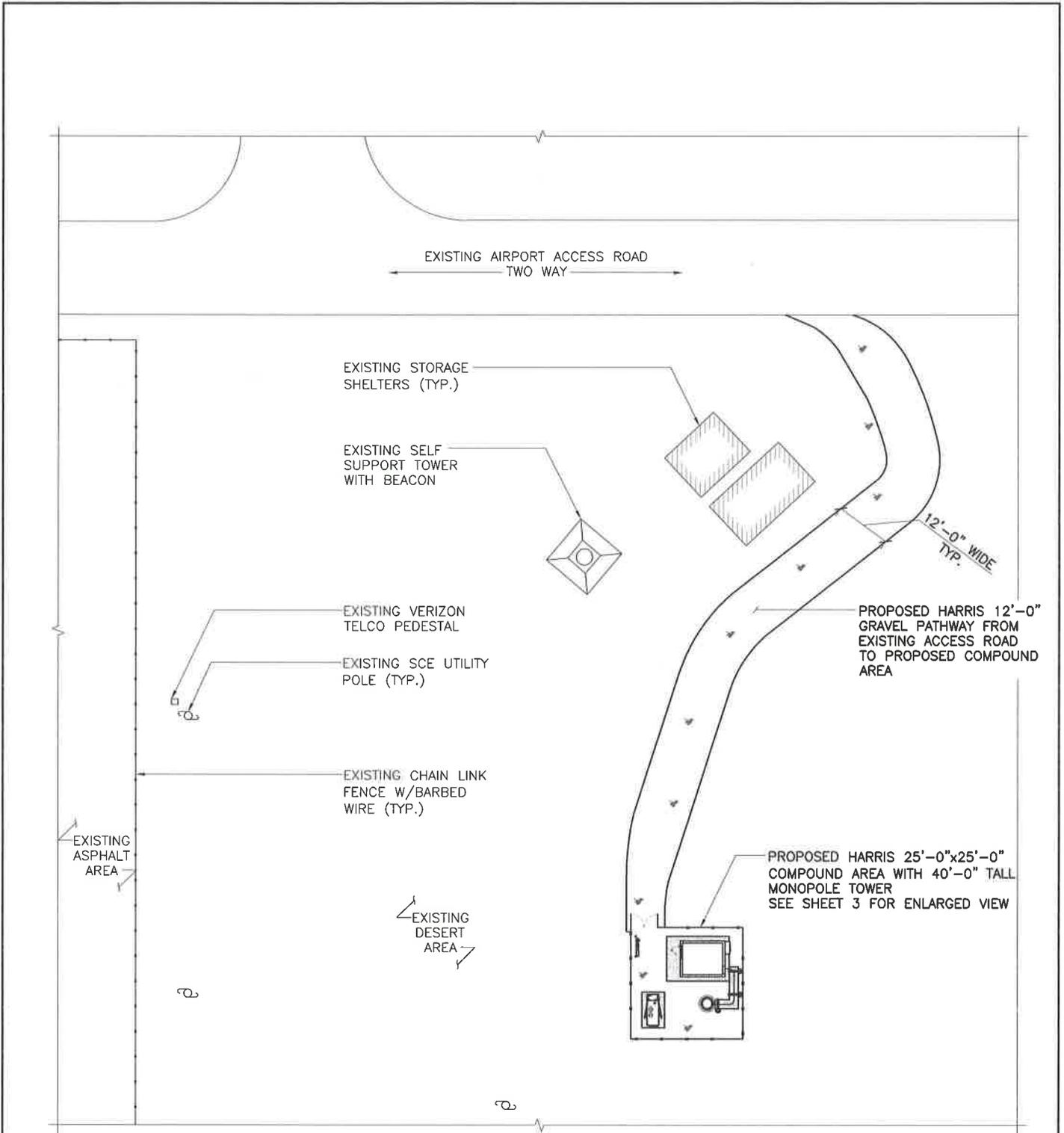


9600 W. BRYN MAWR  
SUITE 200  
ROSEMONT, IL 60018  
TEL: (847) 292-0200  
FAX: (847) 292-0206

SITE PLAN

REVISIONS:  
01/13/16 LEASE EXHIBIT  
01/25/16 REV. LEASE EXHIBIT  
02/03/16 REV. LEASE EXHIBIT

SHEET 1 OF 4



ENLARGED SITE PLAN

SCALE: 1/32" = 1'-0"



BISHOP AIRPORT

SV172-15  
575 AIRPORT ROAD  
BISHOP, CA 93514



12930 Worldgate Dr.  
Herndon, VA 20170

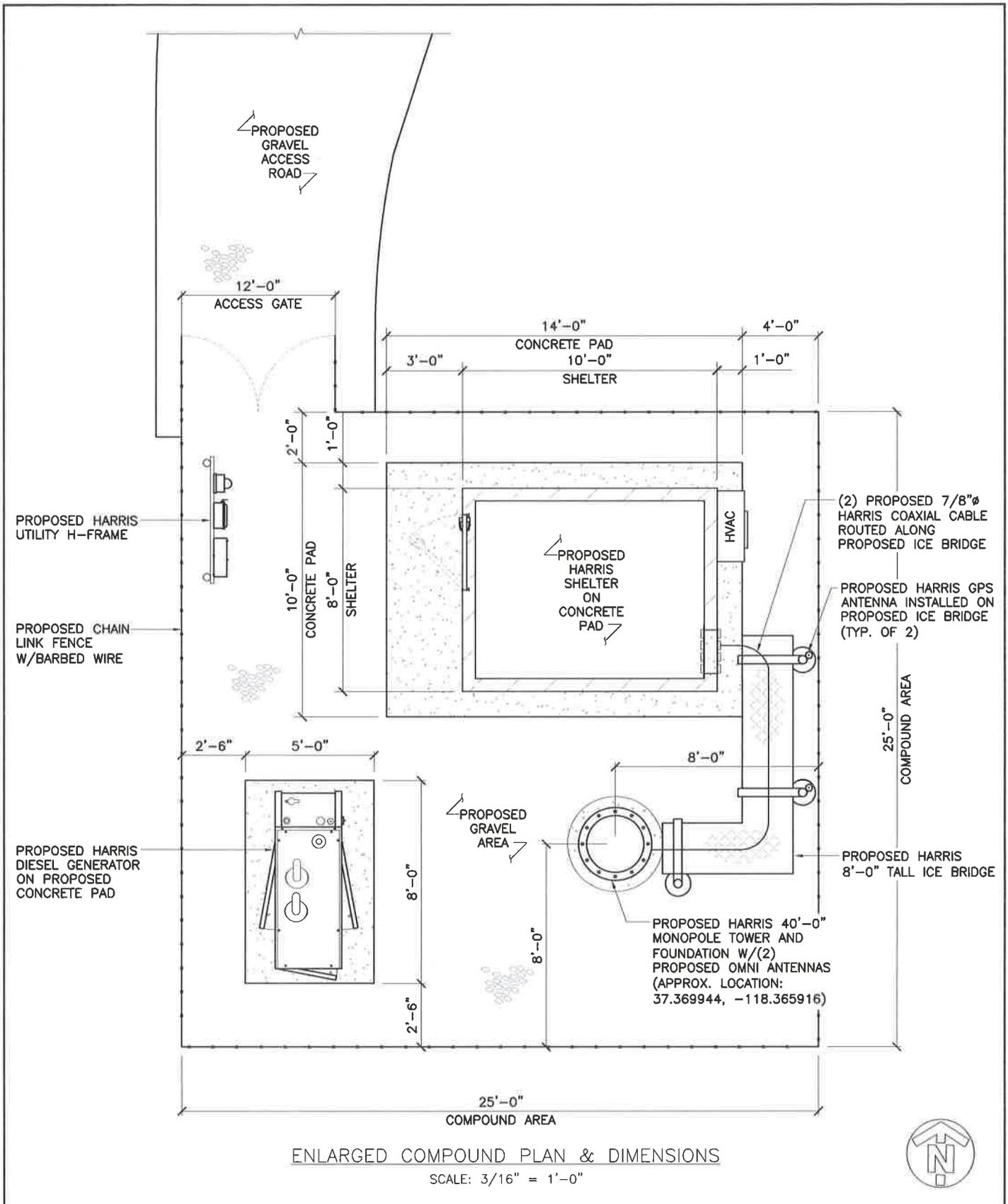


9600 W. BRYN MAWR  
SUITE 200  
ROSEMONT, IL 60018  
TEL: (847) 292-0200  
FAX: (847) 292-0206

ENLARGED SITE PLAN

REVISIONS:  
01/13/16 LEASE EXHIBIT  
01/25/16 REV. LEASE EXHIBIT  
02/03/16 REV. LEASE EXHIBIT

SHEET 2 OF 4



BISHOP AIRPORT

SV172-15

575 AIRPORT ROAD  
BISHOP, CA 93514

**HARRIS**

12930 Worldgate Dr.  
Herndon, VA 20170

**FULLERTON**  
ENGINEERING DESIGN

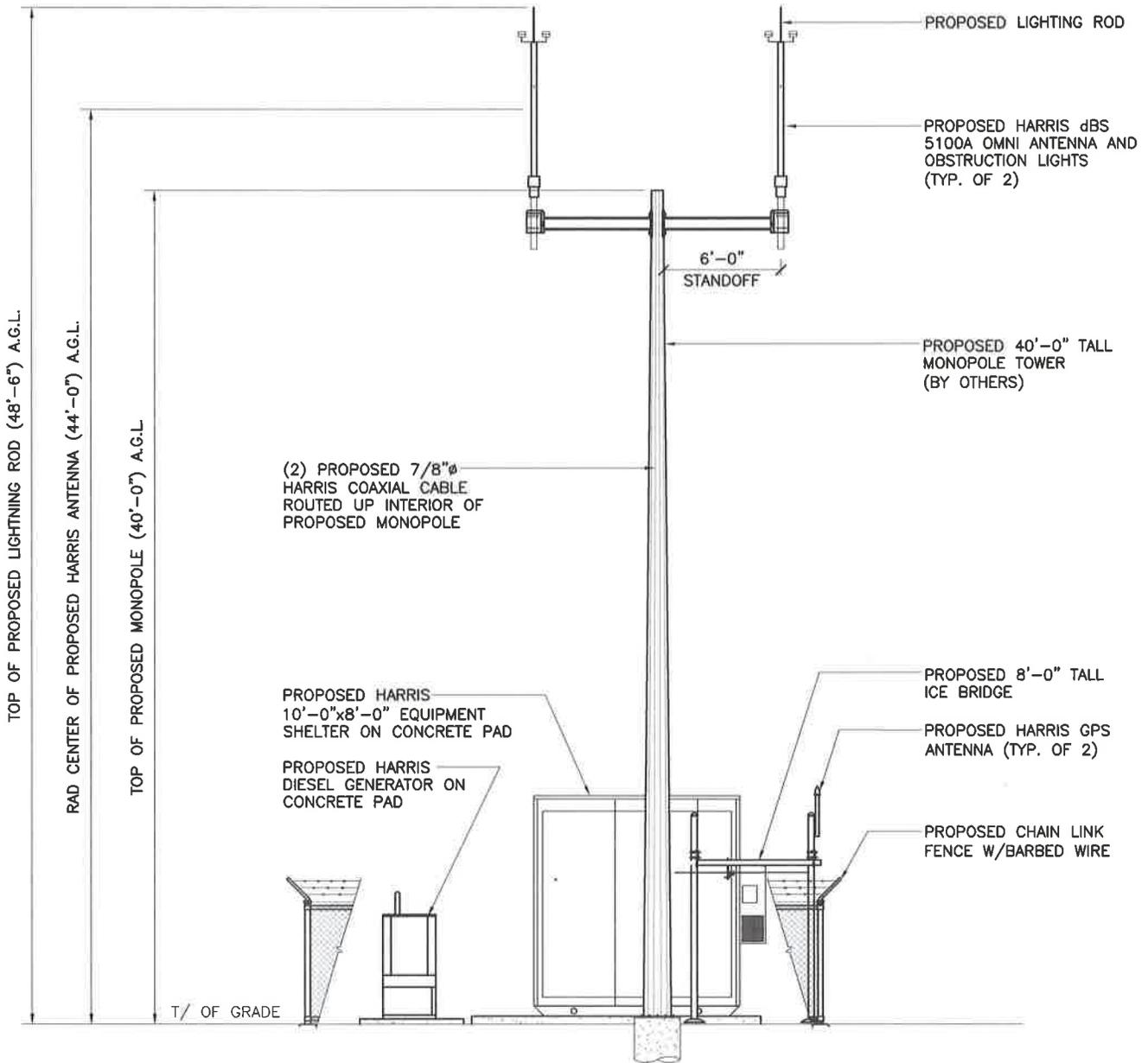
9600 W. BRYN MAWR  
SUITE 200  
ROSEMONT, IL 60018  
TEL: (847) 292-0200  
FAX: (847) 292-0206

ENLARGED COMPOUND  
PLAN & DIMENSIONS

REVISIONS:

01/13/16	LEASE EXHIBIT
01/25/16	REV. LEASE EXHIBIT
02/03/16	REV. LEASE EXHIBIT

SHEET 3 OF 4



NORTH ELEVATION

SCALE: 1/8" = 1'-0"

BISHOP AIRPORT

SV172-15  
575 AIRPORT ROAD  
BISHOP, CA 93514



12930 Worldgate Dr.  
Herndon, VA 20170



9600 W. BRYN MAWR  
SUITE 200  
ROSEMONT, IL 60018  
TEL: (847) 292-0200  
FAX: (847) 292-0206

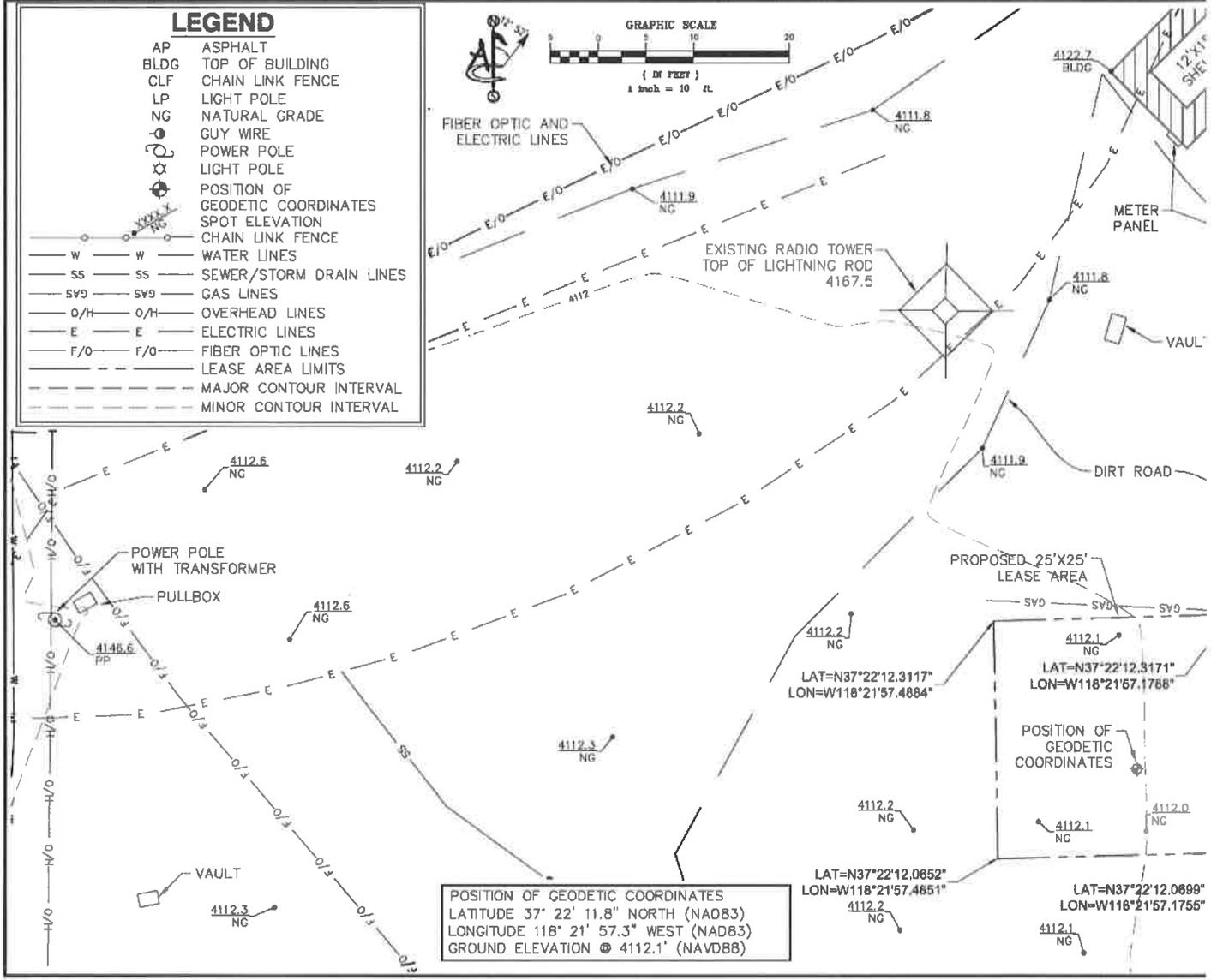
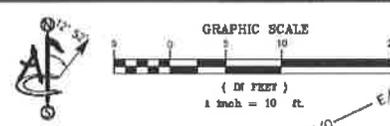
NORTH ELEVATION

REVISIONS:  
01/13/16 LEASE EXHIBIT  
01/25/16 REV. LEASE EXHIBIT  
02/03/16 REV. LEASE EXHIBIT

SHEET 4 OF 4

### LEGEND

- AP ASPHALT
- BLDG TOP OF BUILDING
- CLF CHAIN LINK FENCE
- LP LIGHT POLE
- NG NATURAL GRADE
- GUY WIRE
- ⊙ POWER POLE
- ⊙ LIGHT POLE
- ⊙ POSITION OF GEODETIC COORDINATES
- SPOT ELEVATION
- CHAIN LINK FENCE
- W WATER LINES
- SS SEWER/STORM DRAIN LINES
- SV0 GAS LINES
- O/H OVERHEAD LINES
- E ELECTRIC LINES
- F/O FIBER OPTIC LINES
- LEASE AREA LIMITS
- - - MAJOR CONTOUR INTERVAL
- - - MINOR CONTOUR INTERVAL



POSITION OF GEODETIC COORDINATES  
 LATITUDE 37° 22' 11.8" NORTH (NA083)  
 LONGITUDE 118° 21' 57.3" WEST (NA083)  
 GROUND ELEVATION @ 4112.1' (NAVD88)

LAT=N37°22'12.0652"  
 LON=W118°21'57.4851"

LAT=N37°22'12.3117"  
 LON=W118°21'57.4864"

LAT=N37°22'12.3171"  
 LON=W118°21'57.1768"

POSITION OF GEODETIC COORDINATES

LAT=N37°22'12.0699"  
 LON=W118°21'57.1755"

**COUNTY OF INYO  
EASTERN SIERRA REGIONAL AIRPORT  
GROUND LEASE  
ATTACHMENT B**

**Exhibit B**

**Exhibit B-1: Termination and Options to Extend the Term**

Section 26 of this Lease Agreement provides for termination of this agreement upon a sixty (60) day notice by either party and Section 5 provides for termination of this agreement upon a thirty (30) day notice by either party during a hold over period. Due to the use of the leased premises for air traffic control purposes as specified in Section 7, in case of termination under Section 5 or 26 of this agreement by the County, the parties agree to reasonably cooperate, with each other and the FAA, in the relocation of the leased premises to an alternate location under this agreement or another resolution as may be appropriate to ensure that the safety and efficiency of air traffic operations are not interrupted or compromised.

**Exhibit B-2: Waiver by County**

In furtherance of Section 32 herein, it is agreed that any waiver by the County of any breach of any one or more of the covenants, conditions, or terms of this Lease shall not be construed to be a waiver of any subsequent breach of the same or different provision of the Lease; nor shall any failure on the part of the County to require exact, full, complete, and explicit compliance with any of the covenants or conditions of this Lease be construed as in any manner changing the terms hereof, nor shall the terms of this Lease be changed or altered in any way whatsoever other than by written amendment, signed by both parties.

**Exhibit B-3: Insurance**

In reference to Section 19 Workers' Compensation clause, the waiver of subrogation shall provide waiver of subrogation in favor of the County of Inyo, its agents, officers and employees.

In reference to Section 20, subsection C Deductibles and Self-insured Retentions, insurance deductibles and self-insured retentions apply within the scope of the Lessee corporate insurance policies. In consideration of the foregoing, Lessee herein guarantees payment for any losses and related investigations, claims administration, and defense expenses not covered by the insurance coverages specified in Section 20 due to any insurance deductible or self-insured retention specified within the related Lessee insurance policies and Lessee's liabilities under this Lease shall not be diminished in any manner whatsoever due to any Lessee insurance deductible or self-insured retention.

In reference to Section 20, subsection D.3, if the Lessee corporate insurance policies do not support prior notifications by the insurance carrier to additional insured or other parties, Lessee shall provide thirty (30) days prior written notice of cancellation for all policies by certified mail with return receipt requested or shall provide a replacement certificate of insurance to the County as verification that another Lessee insurance policy provides the required coverages with required endorsements of this Lease. Lessee's liabilities under this Lease shall not be diminished in any manner whatsoever due to any interruption or inadequacy of any Lessee insurance.

In reference to Section 20, subsection F Verification of Coverage, the certificates with endorsements provided by the Lessee shall be considered "originals" when provided to the County in an unaltered state as issued by the insurance carrier or agency.

In further reference to Section 20, subsection F Verification of Coverage, the parties acknowledge that the Lessee corporate insurance policies may be considered by the Lessee to be highly confidential corporate documents and, as such, the providing of copies of such policies to the County shall be limited by the specific scope defined by judicial order during any legal proceedings requiring the disclosure of the documents.

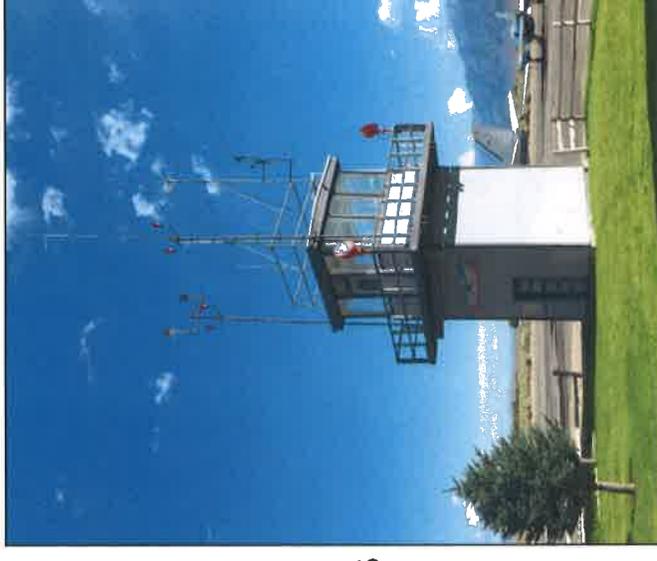


**SBS Airport EnRoute Site  
Eastern Sierra Regional Airport(BIH)  
Bishop, California - SV172-15**

November 19, 2015

[harris.com](http://harris.com)

assuredcommunications | Harris Proprietary Information



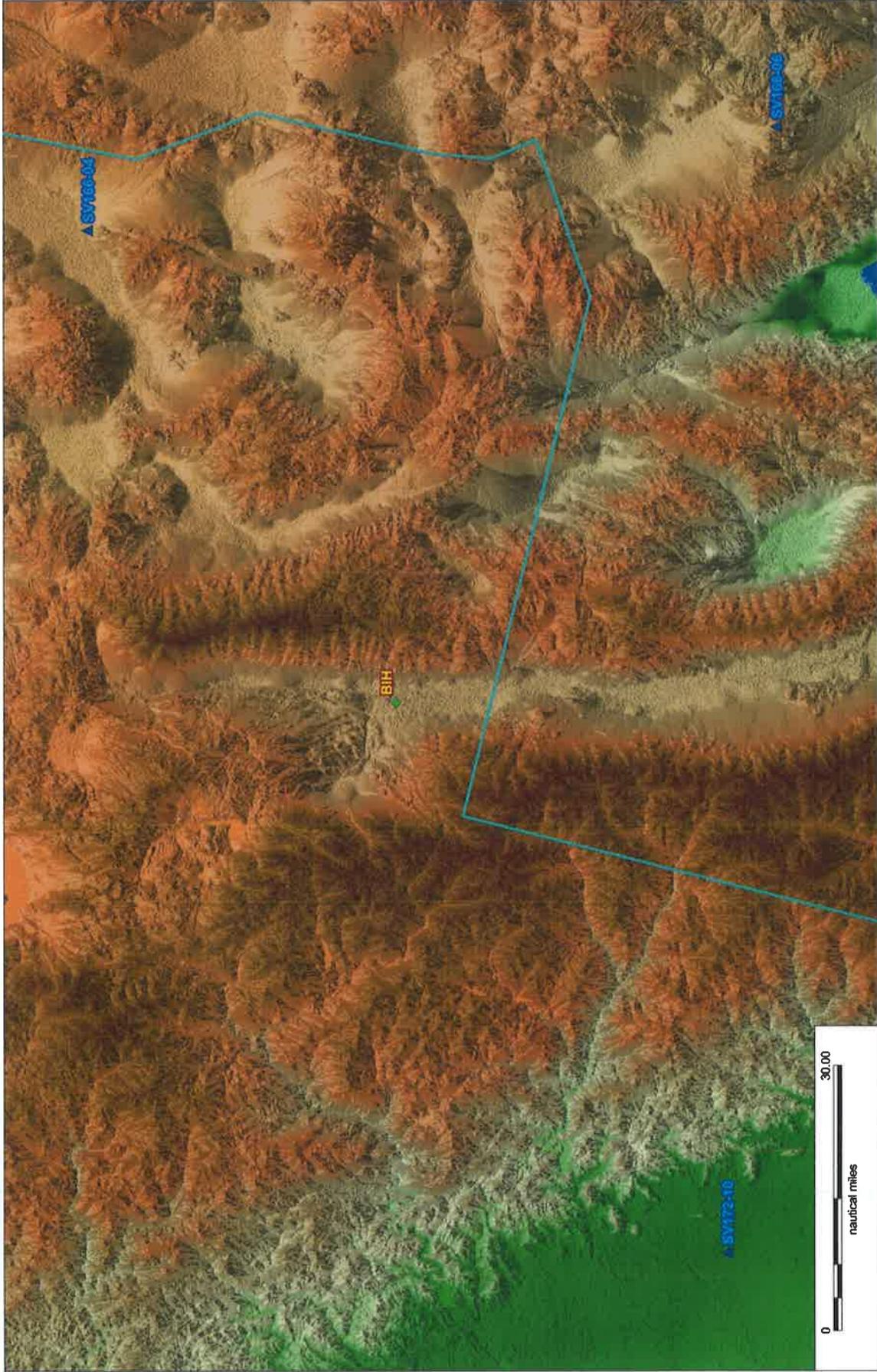
- Objectives:
  - Introduce ADS-B site concepts for BIH
  - Identify key points of contact
  - Review BIH approval process & requirements
  
- Discussion Topics:
  - BIH ADS-B requirement & site selection criteria
  - Initial ADS-B radio station site selection analysis
  - Typical surface site configurations
  - Proposed schedule
  - Next Steps

# BIH ADS-B Requirement & Site Selection Criteria

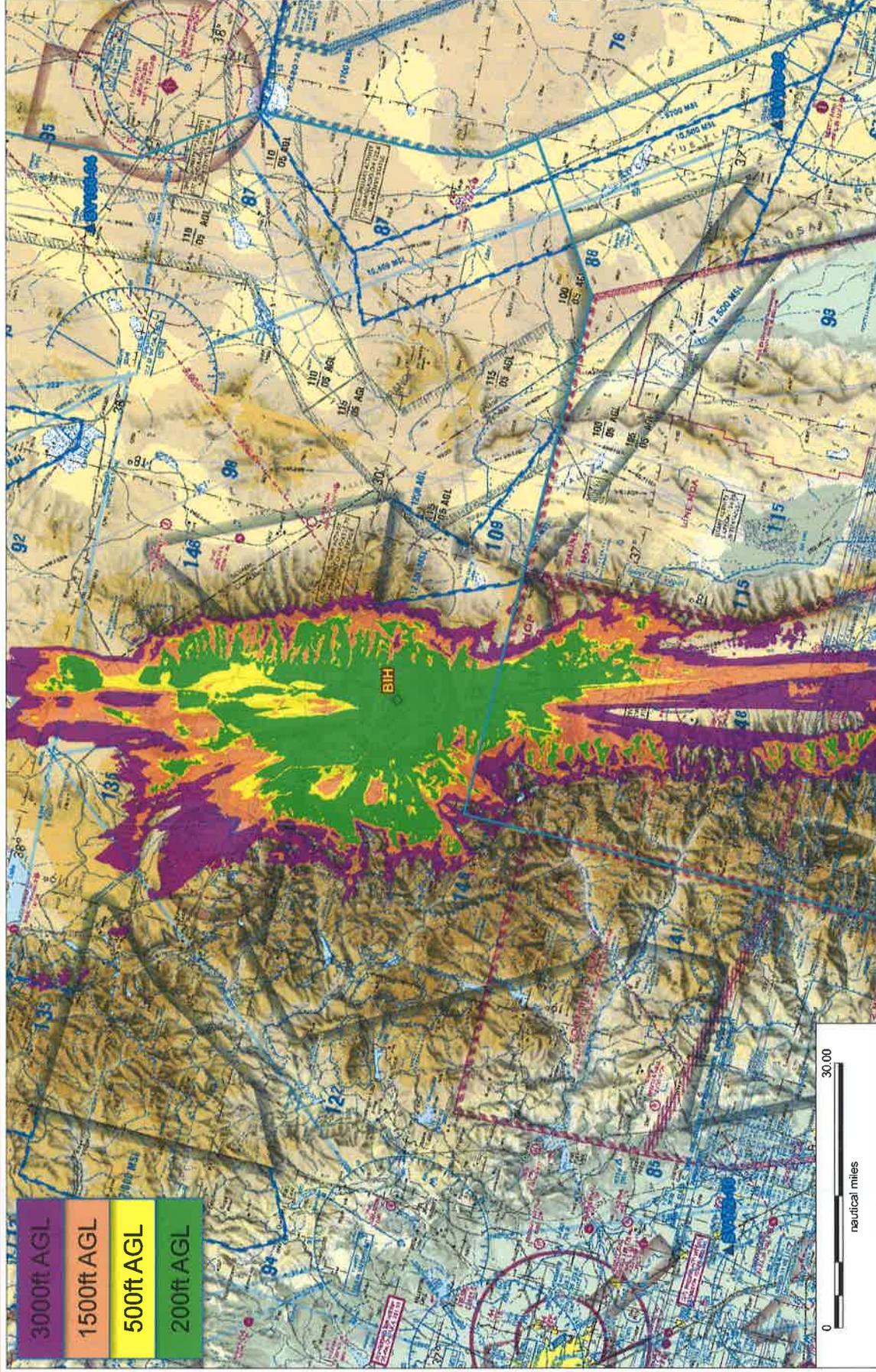


- Why BIH?
  - The current SBS Oakland EnRoute airspace design uses 26 existing 'ABS-B' radio station (RS) sites to provide coverage of the airspace.
    - SBS services provided include ADS-B, ADS-R, FIS-B and TIS-B.
  - The FAA is expanding the air traffic ADS-B coverage requirement for Oakland EnRoute airspace to expand coverage in the BIH airport area. As such, the FAA has designated BIH airport as the reference point for adding new service.
  
- What drives the RS site selection for an airport radio station?
  - Part 77 compliance
  - Compliant with local zoning and city planning
  - Ensure the airport property space allocated for radio site that will not interfere with future airport projects
  - Utilize a space that does not generate significant airport revenue through other uses present or future
  - Ensure protection of victim receivers (same frequency equipment)
  - Locate near existing utility services & avoid excessive excavation
  - Clean environmental study area
  - Reasonable cost of construction & maintenance

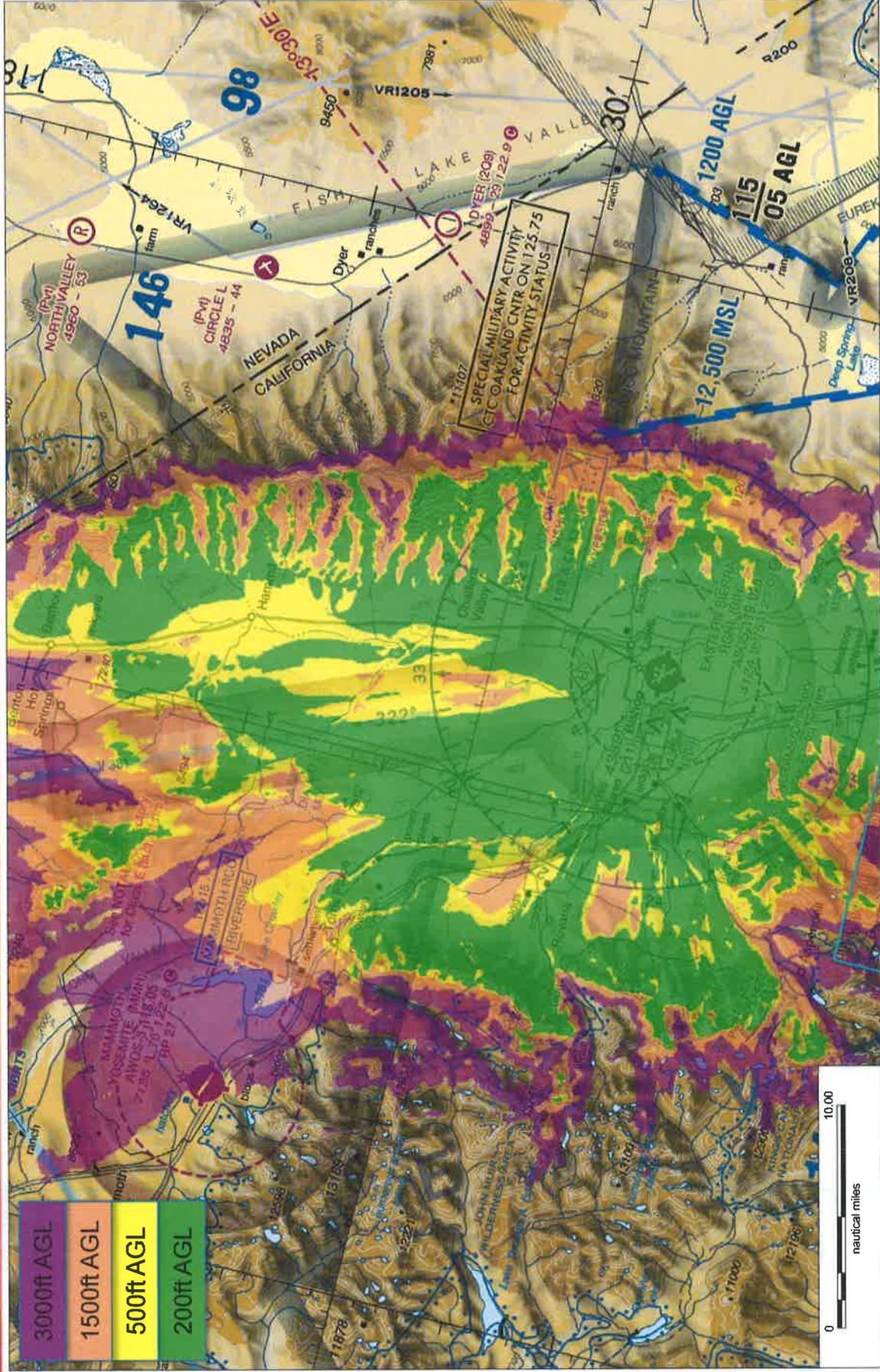
# Terrain near BIH



# RLOS Analysis for BIH



# RLOS Analysis for BIH (2)





# Typical Site Configurations **HARRIS**





# In Building Site

**HARRIS**



# Utility Services Required



- Electrical Power
  - Access to 100 Amp, 120 VAC Electric Service
  - Emergency Power \*
    - Back-up generator fueled by propane, or natural gas
  - \* Short-term battery back-up integral to equipment cabinet
  - Access for fuel delivery if required
  
- Telecommunications
  - Telecommunications services for two T1 bandwidth lines

# Strawman Schedule



	Start	Complete
Radio Site		
Site Selection	11/19/15	12/19/15
A&E Site Visit	12/19/15	1/18/16
Lease Exhibit	1/18/16	1/25/16
Land Survey and 1A Letter	12/19/15	1/18/16
Construction Drawings	1/25/16	2/24/16
FAA 7460 Filing	1/18/16	4/17/16
Zoning Filing/Approval	2/24/16	4/24/16
Building Permit Filing/Approval	4/29/16	5/29/16
Pre-Construction Meeting	6/1/16	6/2/16
Construction	6/2/16	7/2/16
Site Integration	7/5/16	7/8/16
Regression ISAT	7/11/16	10/9/16



- Select site
  - Confirm site location meets design criteria & airport requirements
- Evaluate telecom and utility provisioning
- Conduct survey and A&E walk
- Refine the schedule based on estimated BIH-specific timelines
- Execute the lease, build site, install equipment and test
  - **Target completion:** Have the site tested and operational for FAA adaptation next summer.



# ***SBS - Surveillance and Broadcast Services Overview***



## ***ADS-B Explained***

- A technology that pinpoints an aircraft's location using satellite GPS navigation
- The aircraft constantly broadcasts its precise location and other flight data to nearby aircraft and air traffic controllers
- ADS-B will for the first time allow both pilots and controllers to see the same real-time displays of air traffic

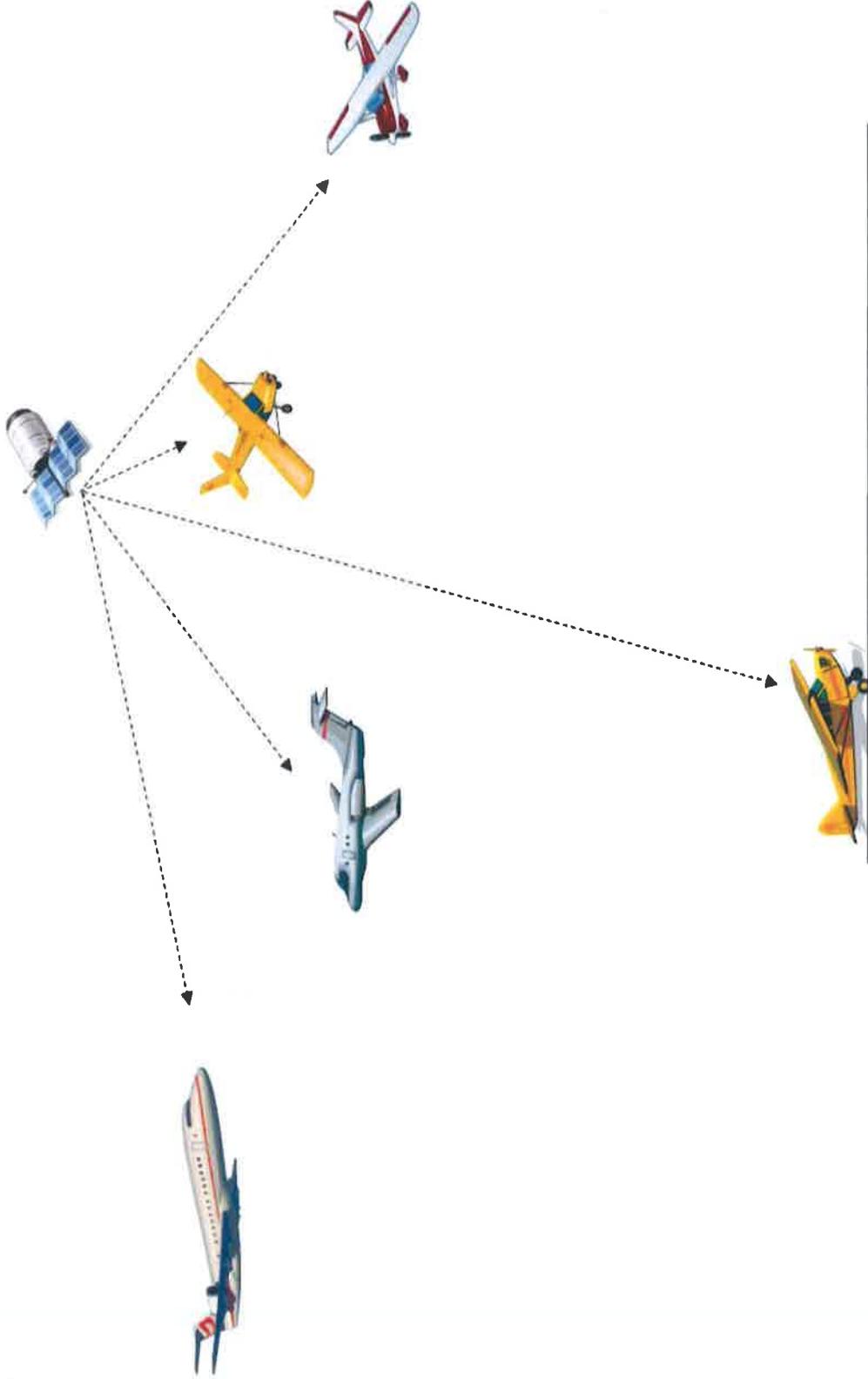
**ADS-B improves safety and air traffic management**



## ADS-B Acronym

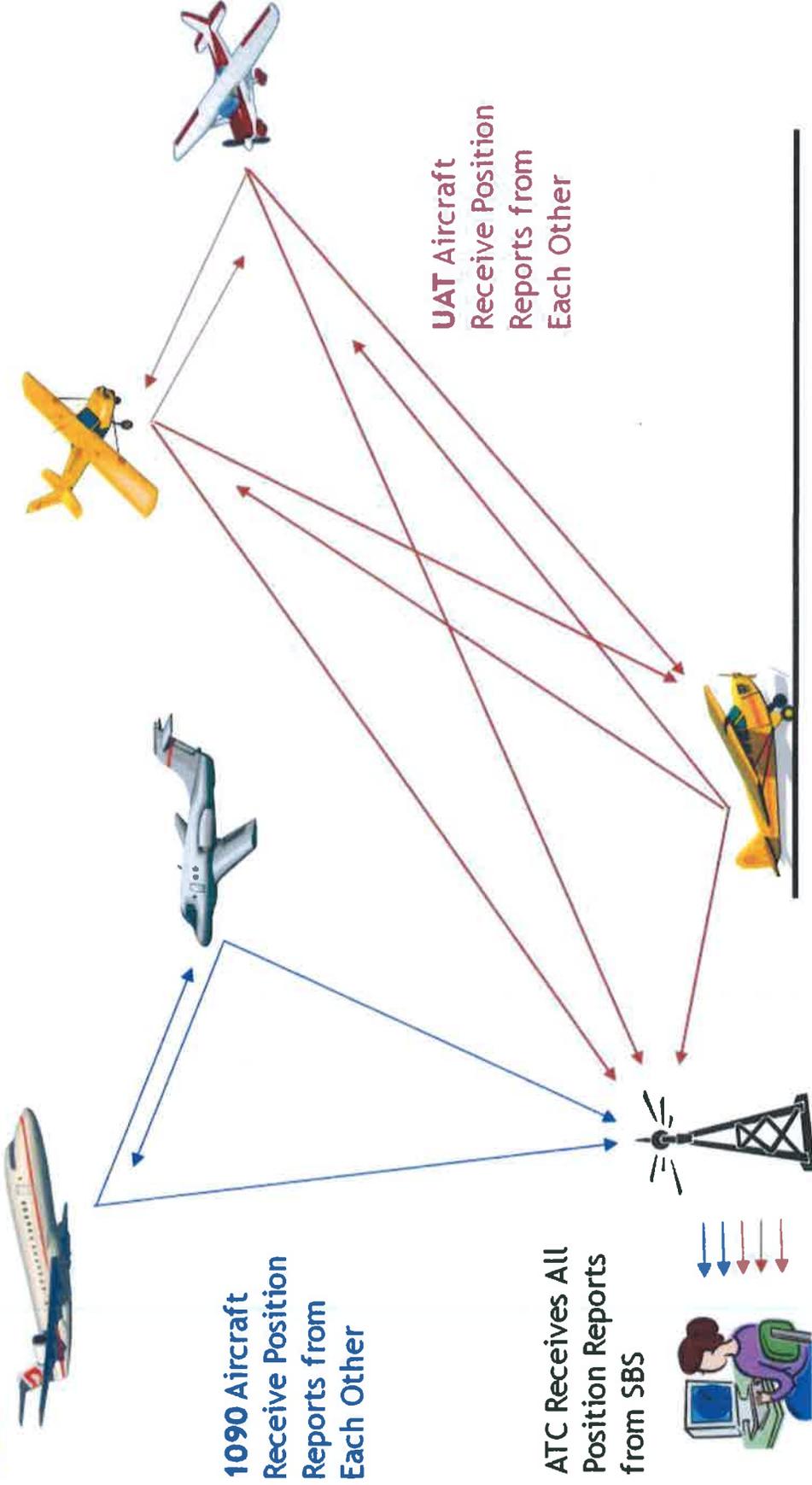


- **AUTOMATIC** Its always on and requires no operator intervention.
- **DEPENDENT** It depends on an accurate Global Navigation Satellite (GNSS) signal or a Flight Management System (FMS) for positional data.
- **SURVEILLANCE** It provides “radar-like” surveillance services to determine the position of an aircraft.
- **BROADCAST** It continuously broadcasts aircraft position and other data to any properly equipped aircraft and ground station.

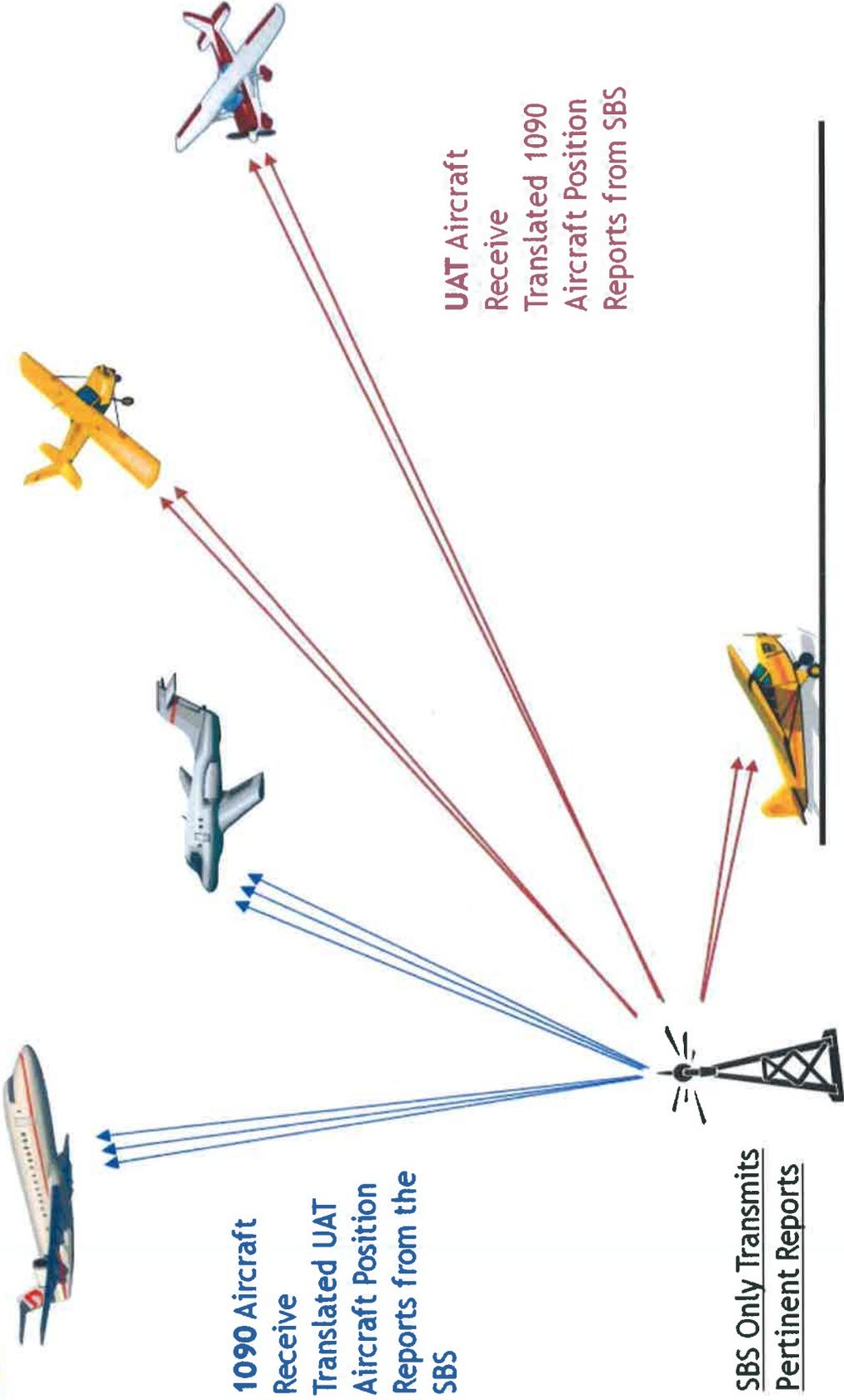


## Aircraft-Derived Position

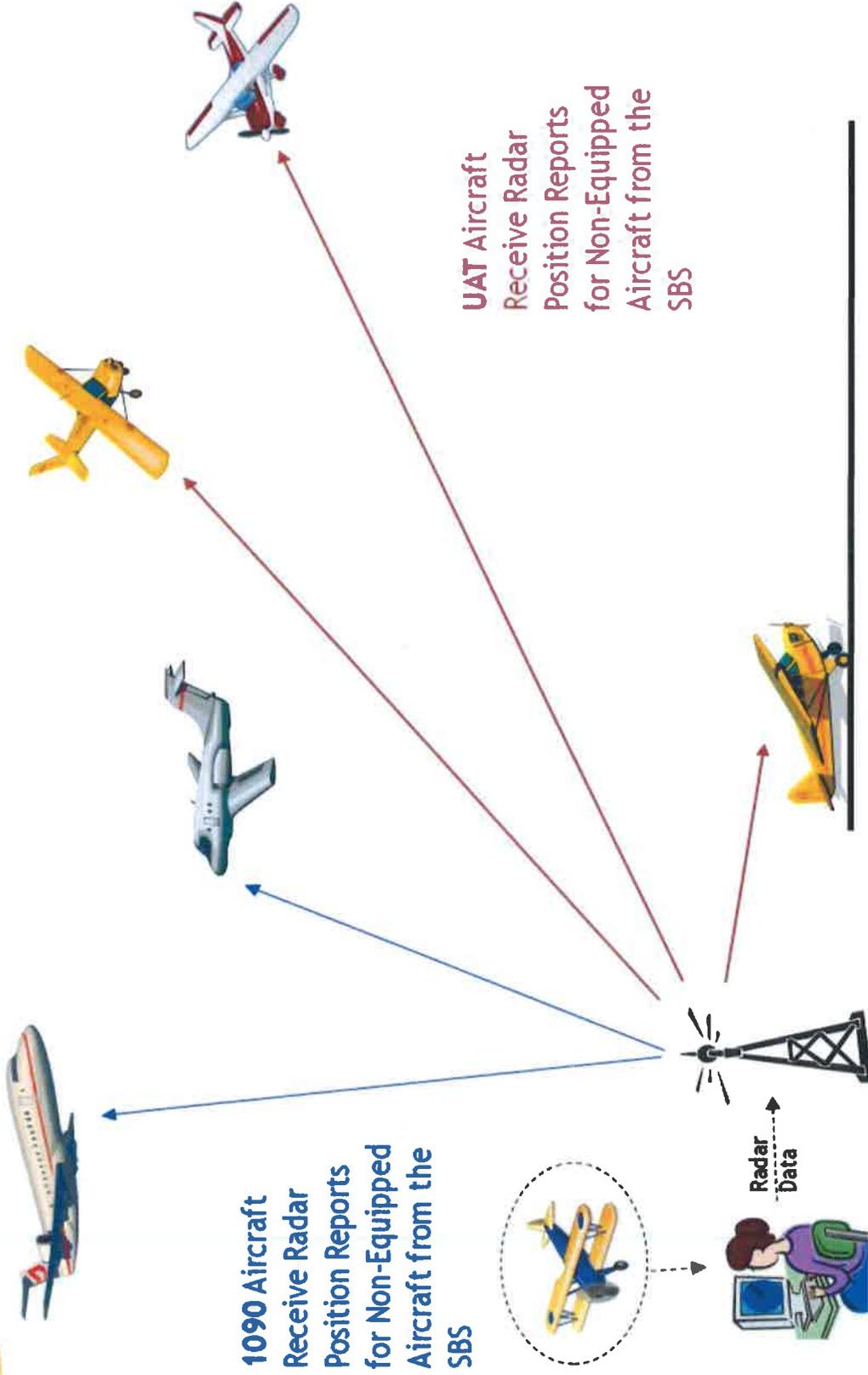
# Automatic Dependent Surveillance- Broadcast (ADS-B)



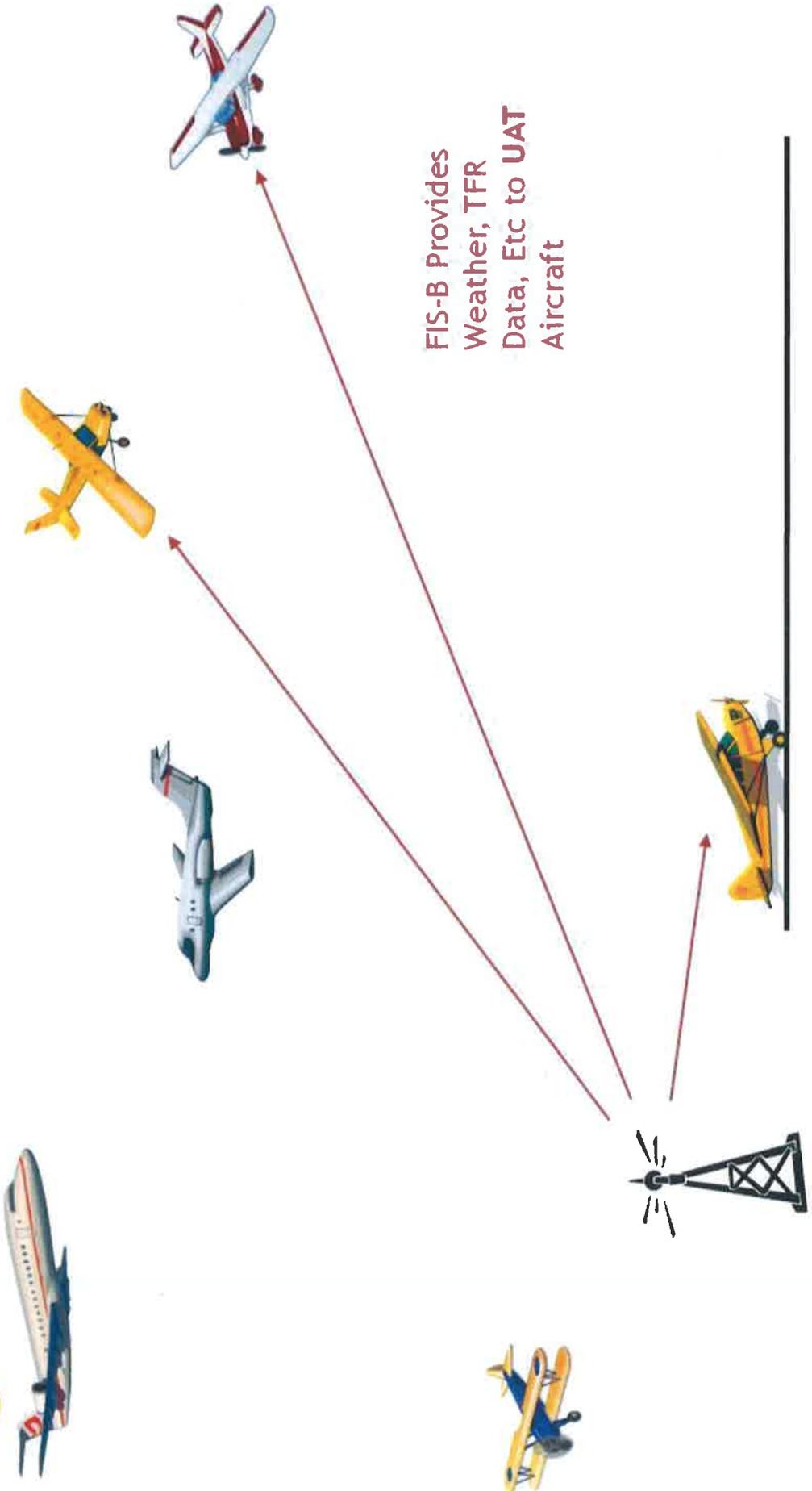
# Automatic Dependent Surveillance- Rebroadcast (ADS-R)



# Traffic Information Service-Broadcast (TIS-B)



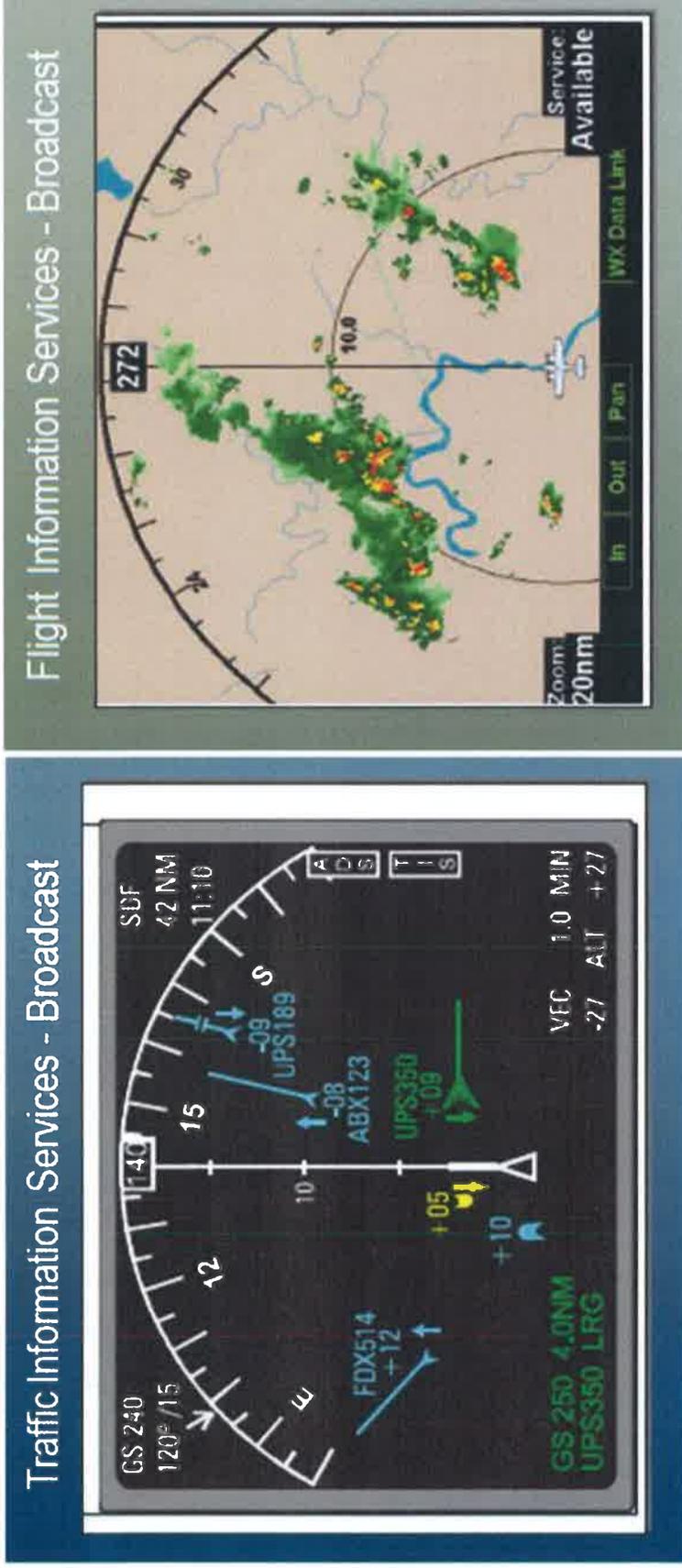
# Flight Information Service-Broadcast (FIS-B) HARRIS®



FIS-B Provides  
Weather, TFR  
Data, Etc to UAT  
Aircraft



Product	Surface Service Volumes	Terminal Service Volumes & Gulf of Mexico	En Route Service Volumes
	Minimum look ahead range to be supported for user anywhere within the Service Volume (NM)		
<b>METAR</b> – Routine Aviation Weather Reports from airports and other weather observation stations	100	500	500
<b>TAF</b> – Terminal Aerodrome Forecast	100	500	500
<b>WA/T</b> – Winds and Temperatures Aloft	1000	1000	1000
<b>Regional NEXRAD</b> – Weather Radar Data	250	250	250
<b>D-NOTAM</b> – Distant Notices to Airman	100	100	100
<b>AIRMET</b> - Airman's Meteorological Information	100	500	500
<b>SIGMET</b> - Significant Meteorological Information	100	500	500
<b>PIREP</b> – Pilot reports	N/A	500	500
<b>SUA</b> – Temporary Flight Restrictions (TFRs) and Status of Special Use Airspace	N/A	500	500
<b>National NEXRAD</b> – Weather Radar Data	N/A	N/A	All of CONUS



Will Often be Combined on Single Display



**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

14

FROM: Public Works Department

FOR THE BOARD MEETING OF: March 15, 2016

SUBJECT: Resolution and Notice of Completion for the Airfield Lighting, Signing, and Visual Aids Rehabilitation Project, Bishop Airport.

**DEPARTMENTAL RECOMMENDATIONS:** Request Board approval of Resolution accepting the improvements and authorizing the recording of a Notice of Completion for the Airfield Lighting, Signing, and Visual Aids Rehabilitation Project, Bishop Airport.

**CAO RECOMMENDATION:** N/A

**SUMMARY DISCUSSION:** RB Development, of Riverside, California recently completed construction on the Airfield Lighting, Signing, and Visual Aids Rehabilitation Project, at Bishop Airport. The project work consisted of replacing the airfield's entire runway and taxiway lighting systems, signing, and visual aids. This project was the second and final phase to upgrade the air operations area (AOA) lighting and signing systems (phase 1 was the recently completed airport lighting vault / emergency generator project). With the completion of this project, Bishop Airport's Airfield Lighting and Signing systems have been completely reconstructed and are now reliable and energy efficient as well as being in compliance with current Federal Aviation Administration (FAA) requirements. This project has improved airfield operational safety for pilots at Bishop Airport and dramatically reduced ongoing lighting system maintenance that is performed by County Airport staff. The estimated final construction contract amount (not including construction inspection) for the Airfield Lighting, Signing, and Visual Aids Rehabilitation Project at Bishop Airport is \$2,769,967.10.

On January 22, 2016, the final inspection was performed and the improvements were determined to be complete to the satisfaction of the Public Works Director. Accordingly, the Director is requesting that the Board adopt the attached Resolution, which accepts the completed improvements and authorizes the Public Works Director to record a Notice of Completion for the project.

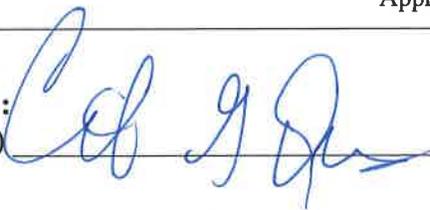
In addition to formally accepting the work, the Notice of Completion begins the period during which stop notices may be placed against the work. In the event that no stop notices are filed, the retention must be returned to the Contractor.

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

**OTHER AGENCY INVOLVEMENT:** Office of County Counsel has reviewed the Resolution. The County Auditor's Office will pay the final retention amount currently being withheld.

**FINANCING:** This overall project is funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP), which will reimburse the county for 90 percent (\$2,550,000.00) of the total project cost of \$2,833,333.00 (construction). The County also applied for and received a state grant in the amount of 4.5 percent of the total project cost, or \$127,500.00. The remaining 5.5 percent County match portion of the project cost is \$155,833.00. Construction costs have been paid from the Bishop Airport Improvement Projects, Budget Unit 630303, Object Code 5700, Construction in Progress, and from in-kind contributions.

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>2/26/15</u>
AUDITOR/CONTROLLER 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>2/29/15</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**  Date: 3/2/15  
 (Not to be signed until all approvals are received)

**RESOLUTION NO. 2016 -**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE  
COUNTY OF INYO, STATE OF CALIFORNIA  
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION  
FOR THE  
AIRFIELD LIGHTING, SIGNING, AND VISUAL AIDS REHABILITATION  
PROJECT,  
BISHOP AIRPORT**

**WHEREAS**, Clint Quilter, Director of the Public Works Department of the County of Inyo, has determined that the Airfield Lighting, Signing, and Visual Aids Rehabilitation Project, Bishop Airport has been completed by RB Development of Riverside, California, in accordance with the Project Plans and Specifications.

**NOW, THEREFORE, BE IT RESOLVED**, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Airfield Lighting, Signing, and Visual Aids Rehabilitation Project, Bishop Airport.

Passed, approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Chairperson, Board of Supervisors

**ATTEST:**

Kevin Carunchio, Clerk

by \_\_\_\_\_  
Assistant Clerk of the Board

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

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

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Airfield Lighting, Signing, and Visual Aids Rehabilitation Project, Bishop Airport on the property hereinafter described was completed on January 22, 2016 and was accepted by the Inyo County Board of Supervisors on \_\_\_\_\_, 2016.
2. The property on which the Airfield Lighting, Signing, and Visual Aids Rehabilitation Project, Bishop Airport has been completed and located is on the Bishop Airport in Bishop, CA.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, leases and maintains the real property from the fee simple interest property owner, Los Angeles Department of Water and Power, upon which the Bishop Airport occupies, located at 703 Airport Road, Bishop, California.
4. The undersigned Clint Quilter, the Director of Public Works of the County of Inyo, has been duly authorized pursuant to Resolution adopted \_\_\_\_\_, 2016, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that constructed the Airfield Lighting, Signing, and Visual Aids Rehabilitation Project, Bishop Airport pursuant to contract with the owner is RB Development of Riverside, California.

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

COUNTY OF INYO

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

By: \_\_\_\_\_  
Clint G. Quilter, Director of Public Works





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

Consent  Departmental  Correspondence Action  
 Schedule time for  Closed Session  Informational

Public Hearing

For Clerk's Use  
Only:

AGENDA NUMBER

15

FROM: Road Department

FOR THE BOARD MEETING OF: March 15, 2016

SUBJECT: Request Road Closure for Donut Media Inc, Filming on Onion Valley Rd

**DEPARTMENTAL RECOMMENDATIONS:**

(1) Approve the closure of Onion Valley Rd. on April 13th and April 14th, 2016 from 7 AM to 9 PM. This will be a soft closure in conjunction with approved traffic control plan and will allow through traffic as needed. Emergency vehicles will have full access at all times. The closure will start just above Seven Pines and continue to the end of Onion Valley Road.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

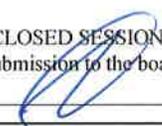
Donut Media Inc, has expressed interest in using Onion Valley Rd. to film a video with two drift cars. The majority of the filming will be done using handheld "Go Pro" cameras attached to the hood of the cars and cameras on tripods along the side of the road. The cars Donut Media will be using during the filming will be traveling at high speeds around tight corners and along straight away portions of Onion Valley Road. The filming crew will consist of 15-20 personnel including the drivers of the cars.

**ALTERNATIVES:**

The Board could choose not to approve the Road Closure, in which case the filming will not occur as proposed. This is not recommended because it may affect the course of the proposed filming and may discourage future filming in Inyo County.

**OTHER AGENCY INVOLVEMENT: N/A**

**FINANCING: N/A**

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved:  Date <u>03/07/16</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: _____ Date _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 3/10/16



**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: Sheriff's Office / Administration-Disaster Services

FOR THE BOARD MEETING OF: **March 15, 2016**

SUBJECT: Request approval to purchase two Generac Mobile Diesel Generators from Absolute Generators of West Des Moines, Iowa in an amount not to exceed \$40,000.

**DEPARTMENTAL RECOMMENDATION:**

Request your Board:

- A) Reject the (previously Board approved) bid from Northern Tool and Equipment of El Paso, Texas due to the newly added shipping fee making the quote over budget by \$1,334; and,
- B) Request Board approve the purchase of two (2) Generac Mobile Diesel Generators from Absolute Generators of West Des Moines, Iowa in an amount not to exceed \$40,000; and,
- C) Request Board waive the informality of the successful bid.

**SUMMARY DISCUSSION:**

The 2015 Homeland Security Grant includes a pre-approved project for two (2) mobile diesel generators for a total project amount of \$40,000. The County of Inyo published a Bid Notification 2015-08 on December 22<sup>nd</sup>, 2015, and received one (1) bid response by the closing date of January 7, 2016. The one response received from Volvo Construction Equipment and Services of Corona California did not meet the specifications outlined in the bid. Furthermore, the total bid was \$65,286.72 which is \$25,287 over the grant approved project amount. Two additional quotes were received after the close of the Bid Notification: Northern Tools and Equipment of El Paso, Texas provided a written quote for \$35,264 plus tax; and Absolute Generators of West Des Moines, Iowa provided a written quote for \$37,034.26 plus tax. Both of these companies provided quotes for the identical Generac Mobile Generator, the quotes for both companies meet the specifications outlined in the Bid Notice.

The Board approved purchase of the Mobile Generac Generators from Northern Tool and Equipment on February 16th, 2016. Since that time Northern Tool and Equipment has added shipping to their quote in the amount of \$2,860; the total cost is now \$41,334 (originally shipping was free with purchase). This places the Northern Tool and Equipment generator purchase over budget by \$1,334.

At this time we are requesting the Board approve purchase with Absolute Generators of West Des Moines, Iowa in an amount not to exceed \$40,000.

These generators will serve the purpose of providing back-up power for basic lighting/cooling/heating needs at Shelter locations in Bishop and Lone Pine. This is a pre-approved project with the California Office of Emergency Services (CalOES) Grants Management Division, and this purchase is to be funded exclusively with the FY2015 Homeland Security Grant.

**ALTERNATIVES:**

Your Board could choose not to approve this purchase, but this alternative is not recommended.

**OTHER AGENCY INVOLVEMENT:**

The authoritative body for the 2015 Homeland Security Grant, this includes: Inyo County Sheriff's Office, Inyo County Health and Human Services Department, Bishop Police Department, and Bishop Fire Department.

**FINANCING:**

Currently there are sufficient funds to cover the \$40,000 for this purchase included in the Fiscal Year 2015-2016 Board approved 2015 Homeland Security budget #623715. Changes will occur at mid-year to move these funds into the proper object code #5650-Equipment.

<b>APPROVALS</b>	
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 <u>03/03/2016</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>3/7/2016</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.) <u>N/A</u> Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 3-8-16

01-20-2016

Carma Roper  
Public Information Officer / Analyst  
Crisis Communications Specialist  
Inyo County Sheriff's Office  
Cellular: 760.878.8538  
Office: 760.878.0395  
[croper@inyocounty.us](mailto:croper@inyocounty.us)

**RE: Two each (2) Mobile Diesel Generators**

Please see the below quote per your request:

<b>Generac MLG20 (new)</b>	<b>2 Each x</b>	<b>\$18,517.13/ea.</b>	<b>=</b>	<b>\$37,034.26</b>
• <b>Sales Tax (8.0%):</b>				<b>\$2962.74</b>
• <b>Shipping Charge:</b>				<b>\$0.00</b>
• <b>Total:</b>				<b>\$39,997.00</b>

**Delivery In: 30 Days from receipt of purchase order.**

**Bid Prices Valid Till: 02-18-16**

**Assumes: Minimum order of 2 units.**

Respectfully,



Cameron Green  
Absolute Generators  
888-264-2189 x-316

\* Provided by

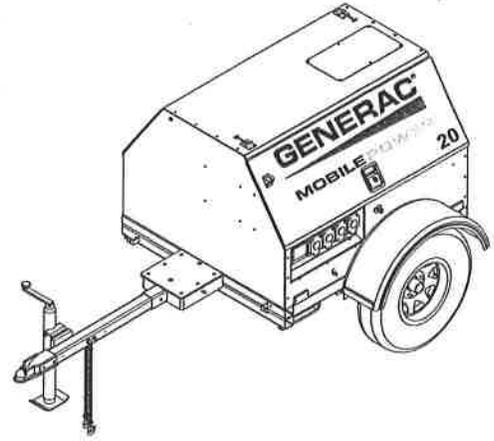
Absolute Generators

**GENERAC** | MOBILE  
POWER

## Mobile Lite Generator – MLG20 Specifications

### Engine

- Isuzu® 4LE1NYGV-01 - naturally aspirated, diesel engine
  - Prime – 32.1 hp @ 1800 rpm
  - 4 cylinder
  - 2.2 L displacement
  - Interim Tier IV approved
- Polyethylene fuel tank
  - 56 gal. capacity
  - 31 hr. run time – full load
  - 3 ½" fill port
- Fuel consumption at prime:
  - 100% - 1.80 gph (6.81 Lph)
  - 75% - 1.35 gph (5.11 Lph)
  - 50% - 0.90 gph (3.41 Lph)
- Cooling system capable of operating at 120°F ambient
- Rubber vibration dampers isolate engine/generator from frame
- Full flow oil filter, spin on type
- Fuel filter with replaceable element
- Dry type cartridge air filter
- 60 Hz engine/generator



### ENGINE CONTROLS

- Engraved aluminum punched and anodized control panel
- Four position keyed switch – glow plugs (preheat, off, run, start)
- Hour meter
- Automatic low oil/high temperature shutdown system

### GENERATOR

- Marathon Electric®
  - Brushless
  - 4 pole
  - Class H insulation
- Single phase output
  - Prime - 19 kW / 19 kVA (79A @ 240V)
  - Standby - 20 kW / 20 kVA (83A @ 240V)
- Voltage regulation +/- 1% with Marathon SE350 Voltage Regulator

### ELECTRICAL SYSTEM AND CONTROLS

- 100A start limit breaker (assures no load condition exists before starting)
- Convenience receptacles with individual breakers
  - (2) 120V 20 Amp GFCI duplex outlets (Nema 5-20R type)
  - (2) 240V 30 Amp twistlock outlets (Nema L6-30R type)
  - (2) 240V 50 Amp twistlock outlets (Non-Nema 6369)
- 720 CCA wet cell battery

## ENCLOSURE

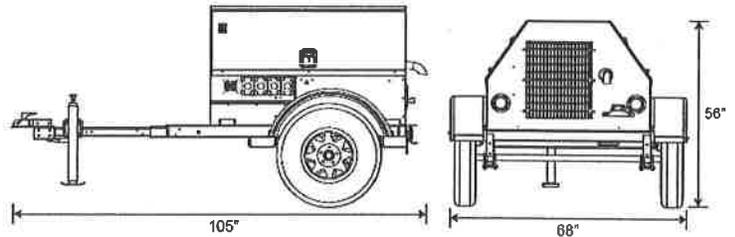
- Generac Mobile Power decals
- Steel, 14-gauge, sound attenuated enclosure
  - UV & fade resistant, high temperature cured, white polyester powder paint
  - Insulated and baffled
  - 70 dB(A) at 23 feet – prime power
- Fully lockable enclosure
- Stainless steel hinges, door latches and exterior hardware
- Emergency stop switch located on front panel
- License plate holder with light
- Multi-lingual operating/safety decals
- Document holder with operating manual including AC/DC wiring diagrams

## TRAILER

- DOT approved tail, side, brake, and directional lights
  - Recessed rear lights
- Transportation tie downs
- Safety chains with spring loaded safety hooks
- Single wall polyethylene fenders
- 2" ball hitch
- 2200 lb. leaf spring axle
- 2000 lb. tongue jack with footplate
- ST205/75R15 tubeless tires – 6 ply
- 48" track width

## WEIGHTS & DIMENSIONS

- Dry weight: 1455 lbs (660 kg)
- Operating weight: 1853 lbs (841 kg)
- 105 x 68 x 56 in  
(2.67 x 1.73 x 1.42 m)



## WARRANTY

- Engine and generator covered under OEM warranty – consult factory for details

## CERTIFICATIONS

- CSA certified

## MLG20 Options

### ENGINE OPTIONS

- ◆ Heated fuel filter
- ◆ Lower radiator hose – engine heater
- ◆ Oil drain valve kit

### ELECTRICAL CONTROLS OPTIONS

- ◆ 720 CCA gel cell battery
- ◆ 685 CCA gel cell battery
- ◆ Battery disconnect
- ◆ Battery charger – 2A trickle

### VOLTAGE OUTPUT OPTIONS

- ◆ Alternative receptacle panel – consult factory for configurations

### COOLANT OPTIONS

- ◆ 60/40 Coolant – cold weather applications

### ENCLOSURE OPTIONS

- ◆ Interior cabinet light
- ◆ Level indicator
- ◆ Tamper pack
- ◆ Liquid containment / Quiet pack
- ◆ Lift structure

### FUEL TANK OPTIONS

- ◆ 56 gal. fuel tank
- ◆ Tethered fuel tank cap

### TRAILER OPTIONS

- ◆ 6 pin or 7 spade electrical connectors
- ◆ Outrigger package
- ◆ Tube and sleeve jack
- ◆ Spare tire/wheel kit

### HITCH OPTIONS

- ◆ 2.5" lunette ring
- ◆ 3" lunette ring
- ◆ 3" HD lunette ring
- ◆ 2 5/16" ball
- ◆ Combination hitch – 2.5" lunette ring / 2" ball



# QUOTE

## Northern Tool & Equipment

6690 Gateway East  
 El Paso, Tx 79915  
 915-613-1348  
[elpmgr@northerntool.com](mailto:elpmgr@northerntool.com)

QUOTE NO. AE0111  
 DATE January 11, 2016  
 CUSTOMER ID  
 EXPIRATION DATE 1/30/2016

TO  
 Emma Bills  
 Inyo County

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Alonzo Estrada		Freight	5-7 days		In advance	

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
2.00	48949	Generac Mobil Diesel Generator, #6028	\$ 17,812.00	\$ 35,624.00

SUBTOTAL \$ 35,624.00  
 SALES TAX  
 TOTAL \$ 35,624.00

8% tax 2,850

38,474 Total

THANK YOU FOR YOUR BUSINESS!

Newly added: ~~\$~~ shipping \$2860

TOTAL: \$41,334



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
17

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

**FROM: WATER DEPARTMENT**

**FOR THE BOARD MEETING OF: March 15, 2016**

**SUBJECT:** Request Board approve a Resoluton authorizing Inyo County to act as Grantee for grant funds from the State of California Department of Water Resources and approve the amendment to grant Agreement No. 14-680-550 A-1 (C/A 702; 818), and authorize Water Director to sign grant agreement.

**DEPARTMENTAL RECOMMENDATION:**

The Water Department recommends the Board approve the Resolution entitled "A Resolution of the Board of Supervisors of the County of Inyo, State of California, authorizing Inyo County to act as Grantee for grant funds from the State of California Department of Water Resources and authorizing the Director of the Inyo County Water Department to act as Project Director, and approve the amendment to grant #14-680-550 A-1 (C/A 702;818) for the additional \$89,749 for a total grant award of \$169,970, for the Tecopa Water Vending Machine Project.

**SUMMARY DISCUSSION:**

The Water Department has prepared the Resolution and requests your Board's approval. Your Board approved the grant agreement between the State Water Resources Control Board and the County of Inyo for the purchase and installation of a drinking water vending machine and associated infrastructure and connections, and one year of operation and maintenance on June 2, 2015 in the amount of \$80,221. The Public Works department advertised Requests for Proposals (RFP's) and obtained bids for the vending machine and infrastrucor. It was determined that the available funding would not be sufficient. The Water Department applied for an additional \$89,749 in funding under this grant which was awarded on January 6, 2016 by the State Water Resources Control Board. During third quarter review on February 16, 2016 your Board approved the increased funding in the Water Department budget recognizing these additional grant funds. This Grant does not require matching funds.

**ALTERNATIVES:** The Board could deny the request to approve the Resolution and grant amendment which would result in the discontinuance of this project.

**OTHER AGENCY INVOLVEMENT:** Auditor-Controller, Public Works, California Department of Water Resources

**FINANCING:** This is a reimbursable grant. Grants funds have been budgeted for in the 2015-2016 Water Department budget 024102-5265.

**APPROVALS**

COUNTY COUNSEL:

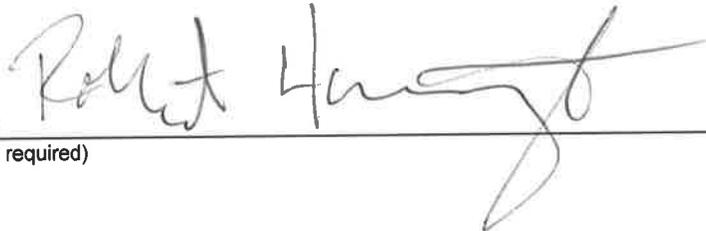
AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)

Approved: Yes Date 3/8/16

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>3/8/2016</u>
PERSONNEL DIRECTOR:  <b>N/A</b>	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: 3/8/2016

**RESOLUTION NO. 2016-**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,  
AUTHORIZING INYO COUNTY TO ACT AS GRANTEE FOR  
INTERIM EMERGENCY DRINKING WATER AND DROUGHT  
RELATED DRINKING WATER FUNDING FOR GRANT FUNDS FROM  
THE STATE OF CALIFORNIA AND AUTHORIZING THE DIRECTOR OF  
INYO COUNTY WATER DEPARTMENT TO ACT AS PROJECT DIRECTOR FOR THE  
INSTALLATION OF A WATER VENDING MACHINE IN TECOPA, CA**

**WHEREAS**, the Legislature and Governor of the State of California have provided funds for the program identified above; and

**WHEREAS**, the Board authorizes Inyo County to enter into an Agreement with the State Water Resources Control Board, Cleanup and Abatement Account (CAA) for emergency drinking water financial assistance; and

**WHEREAS**, the Board authorizes the Inyo County Water Director to sign the Agreement, and any amendments thereto; approve and sign requests for reimbursement of claims; and

**NOW, THEREFORE, BE IT RESOLVED THAT THE INYO COUNTY BOARD OF SUPERVISORS HEREBY:**

Appoints Robert Harrington, Director of the Inyo County Water Department or his designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

**PASSED AND ADOPTED** by the Board of Supervisors of the County of Inyo, State of California, this XX day of XXXX, 2016, by the following roll call vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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

Attest: KEVIN D. CARUNCHIO  
Clerk of the Board

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

CLEANUP AND ABATEMENT ACCOUNT  
GRANT AGREEMENT  
BETWEEN THE  
STATE WATER RESOURCES CONTROL BOARD, hereinafter called "State" or "State Water Board"  
AND

INYO COUNTY, hereinafter called "Grantee"

INSTALLATION OF A WATER VENDING MACHINE IN TECOPA, hereinafter called "Project"

AGREEMENT NO. 14-680-550 **A-1**[C/A 702; **818**]

**This Grant Agreement executed on June 12, 2015, is hereby amended as of January 6, 2016, to revise the funding amount; work completion and term end dates; and Exhibit A, B, and C (deletions show as stricken and revisions in bold and underlined). Except as noted herein all other terms and conditions shall remain the same.**

WHEREAS:

- The following provision(s) authorize the State Water Board to enter into this type of Grant Agreement:

Water Code, § 13440 et seq.

Budget Act of 2013, Section 2.00, Item 3940-002-0679 (as amended by Senate Bill 103 (Stats. 2014, ch. 2))

**Budget Act of 2014, Section 2.00, Item 3940-102-0679 (as amended by Assembly Bill 91 [Stats. 2015, ch.1])**

- The Grantee has been determined by the State Water Board to be eligible for funding from the State Water Pollution Cleanup and Abatement Account (CAA) pursuant to California Water Code, Division 7, Chapter 6, Article 3, sections 13440 et seq. and pursuant to **the aforementioned Budget Act appropriations. Item 3940-002-0679 of Section 2.00 of the Budget Act of 2013. The State Water Board recognizes the need to provide safe drinking water to disadvantaged communities with contaminated drinking water supplies, regardless of the source of contamination, on an interim basis until a long term solution can be achieved. Therefore, in Resolution No. 2014-0019, the State Water Board allocated a total of \$4,000,000 from the CAA for the provision of interim emergency drinking water to disadvantaged communities with contaminated drinking water supplies.**
  - ~~Pursuant to these provisions,~~ **The** Grantee may obtain funding for reasonable and necessary **Project** costs of ~~providing interim emergency drinking water~~ incurred on or after April 30, 2014 with the ~~project work~~ to be completed by ~~February 28, 2017~~ **April 30, 2018.**
- A. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Agreement will be:

<b>State Water Board</b>	<b>Grantee: Inyo County</b>
Name: Mark Magtoto, Grant Manager	Name: Bob Harrington, Project Director
Address: 1001 "I" Street, 16 <sup>th</sup> Floor	Address: <del>135 S. Jackson</del> <b>P.O. Box 337</b>
City, Zip: Sacramento, CA 95814	City, Zip: Independence, CA 93526
Phone: (916) 341-5481	Phone: (760) <del>878-0003</del> <b>878-0001</b>
Fax: (916) 341-5707	Fax: (760) <del>878-0465</del> <b>878-2552</b>
e-mail: <a href="mailto:Mark.Magtoto@waterboards.ca.gov">Mark.Magtoto@waterboards.ca.gov</a>	e-mail: <a href="mailto:bharrington@inyocounty.us">bharrington@inyocounty.us</a>

B. Direct all inquiries to:

State Water Board	Grantee: Inyo County
Section: Division of Financial Assistance	Section:
Attention: <del>Lola Barba</del> Lily Lee, Program Analyst	Name: <del>Bob Harrington</del> Laura Piper, Grant Contact
Address: 1001 "I" Street, 17th Floor	Address: <del>135 S. Jackson</del> P.O. Box 337
City, Zip: Sacramento, CA 95814	City, Zip: Independence, CA 93526
Phone: (916) <del>341-5638</del> 445-2816	Phone: (760) <del>878-0003</del> 878-0001
Fax: (916) 341-5296	Fax: (760) <del>878-0465</del> 878-2552
e-mail: <del>Lola.Barba@waterboards.ca.gov</del> Lily.Lee@waterboards.ca.gov	e-mail: <del>bharrington@inyocounty.us</del> lpiper@inyocounty.us

- C. Either party may make changes to the information above by giving written notice to the other party. Said changes should not require an amendment to this Grant agreement.
- D. The maximum amount payable under this agreement shall not exceed ~~EIGHTY THOUSAND TWO HUNDRED TWENTY ONE DOLLARS (\$80,221)~~ **ONE HUNDRED SIXTY NINE THOUSAND NINE HUNDRED SEVENTY DOLLARS (\$169,970)**.
- E. In the event the Grantee receives or will receive funds from other sources for work completed under this Grant Agreement, the State Water Board reserves the right to request repayment of funds.

STANDARD PROVISIONS. The following exhibits are attached and made a part of this Agreement by this reference:

- Exhibit A SCOPE OF WORK
- Exhibit B INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS
- Exhibit C GENERAL CONDITIONS.

GRANTEE REPRESENTATIONS. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding. Grantee shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies and regulations.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates set forth below.

By: \_\_\_\_\_  
 Grantee Signature

By: \_\_\_\_\_  
 Darrin Polhemus, Deputy Director  
 State Water Resources Control Board,  
 Division of Financial Assistance

\_\_\_\_\_  
 Grantee Typed/Printed Name

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title and Date

Reviewed by:  
 Office of Chief Counsel  
 Date:

EXHIBIT A  
SCOPE OF WORK

BACKGROUND:

The Grantee was awarded one hundred eight thousand eight hundred twenty two dollars (\$108,822) in grant funds from the CAA with the intent to install and maintain a water vending machine for the community of Tecopa. The Grantee received the funding on behalf of approximately one hundred fifty (150) permanent residents and an additional two hundred (200) residents during the winter months. These residents currently rely on domestic wells located on individual properties for their household water supply and a public water system does not exist in Tecopa. Naturally occurring arsenic and fluoride in the groundwater exceed their respective primary drinking water standards and local residents either consume contaminated well water or drive forty (40) miles each way to purchase from a vending machine located in Pahrump, Nevada. The community is considered severely disadvantaged and the costs and difficulty of having to travel such distances to obtain safe drinking water constitute a challenge for the residents of Tecopa.

The grant also allowed the purchase and distribution of bottled water in the interim until the vending machine is fully operational. Previous State Water Board Grant Agreement No. 13-453-550 allocated forty thousand one hundred dollars (\$40,100) from the approved grant funds to provide interim drinking water at each residence for approximately up to twelve (12) months or until the vending machine is fully operational.

On February 13, 2015, the Grantee was awarded an additional eleven thousand four hundred ninety-nine dollars (\$11,499) from the CAA to cover additional costs associated with the formation of the public water system, additional water testing and licensing requirements and increased in the design and construction costs.

Under this Grant Agreement, the Grantee will form a public water system; purchase and install a drinking water vending machine and associated infrastructure and connections; perform one (1) year of operation and maintenance (O & M). The State Water Board will also provide Grantee with one (1) year of funding to support a long-term capital improvement fund (CIF). Residents of Tecopa will purchase water for approximately \$0.30/gallon. Revenues generated from the water vending machine will provide necessary longer-term funding to adequately cover O & M as well as CIF expenses for the duration of the project.

The machine will be serviced and maintained by Southern Inyo Fire Protection District staff. The Grantee and Southern Inyo Fire Protection District will work with the Grantee's Environmental Health Services Department (Inyo County EHS), the State Water Board Division of Drinking Water, and the California Department of Public Health (CDPH) Food and Drug Branch to ensure that the water vending machine is certified, the vending machine operator is licensed, and water quality testing is performed in accordance with all applicable requirements.

A. WORK TO BE PERFORMED BY GRANTEE

1. Inform and coordinate with the Division of Drinking Water's San Bernardino District Office (District Office) and Inyo County EHS prior to conducting work pertaining to this agreement and receive approval, when necessary.
2. Conduct water quality sampling on the intended water supply well. Submit water quality sampling results to the Grant Manager.
3. Form a public water system and obtain a water supply permit from the Inyo County EHS. Submit a copy of the water supply permit to the Grant Manager. Ensure appropriate training and certification of drinking water treatment and distribution system operators and supervisors.
4. Submit an application to the CDPH Food and Drug Branch to obtain the initial water vending machine operator license for the vending machine. A water vending machine operator license from the CDPH Food and Drug Branch is required prior to distributing water from the vending machines. Grantee shall obtain the water vending machine operator license and shall submit a copy to the Grant Manager and the District Office. The water vending operator license must be renewed annually. Therefore, in subsequent

years, Grantee shall timely obtain renewal of its water vending machine operator license and shall submit a copy to the Grant Manager and the District Office on a yearly basis.

5. Complete Plans and Specifications for the wellhead treatment, water vending machine and housing structure. Submit final Plans and Specifications to the Grant Manager.
6. Complete all permitting requirements for the wellhead treatment, water vending machine and housing structure. Submit copies of the permits to Grant Manager.
7. Purchase and install well pump on existing well located on the property in Tecopa Heights leased to the Southern Inyo Fire Protection District (Project Site). Submit photo-documentation to Grant Manager.
8. Purchase and install the wellhead treatment on existing well located on the Project Site. Submit photo-documentation to Grant Manager.
9. Purchase a water vending machine that meets the certification and licensing standards specified by CDPH Food and Drug Branch, and submit the purchase agreement to the Grant Manager.
10. On the Project Site, install the water vending machine, associated infrastructure, water supply connections, sewer system connections (if needed), and electrical power connections. Submit photo-documentation of all work to the Grant Manager and the District Office.
11. Construct a structure that will house the water vending machine. Submit photo-documentation to the Grant Manager.
12. Complete As-Built drawings for the wellhead treatment, water vending machine and housing structure. Submit final As-Built drawings to the Grant Manager.
13. Perform the water quality testing necessary to operate the water vending machine and maintain the water vending machine operator license from CDPH Food and Drug Branch prior to dispensing water to the public. Submit a copy of the water quality test results and the testing laboratory's accreditation to the Grant Manager, Inyo County EHS, and the District Office.
14. Perform O & M of the water vending machine in accordance with the manufacturer's guidance and the requirements of the CDPH Food and Drug Branch. Grantee will operate and maintain the water vending machine and submit O & M records/documentation on a quarterly basis to the Grant Manager.
15. Perform treated water quality monitoring testing in accordance with the Inyo County EHS water quality monitoring plan. Water treatment and testing is required to ensure water quality meets Maximum Contaminant Levels (MCLs). The required testing must be performed at a laboratory certified for the particular analysis by the State Water Board's Environmental Accreditation Program (ELAP). Grantee shall submit copies of all laboratory reports for treated water quality monitoring to the Inyo County EHS, Grant Manager and the District Office according to the monitoring schedule. If any treated water sample is at or above the arsenic MCL, the Grantee shall collect a confirmation sample and notify the Grant Manager, Inyo County EHS and the District Office within twenty-four (24) hours.
16. Conduct regular water vending machine water quality testing as specified by the CDPH Food and Drug Branch. Submit copies of the laboratory reports to the Grant Manager, Inyo County EHS, and the District Office.
17. Inform the Grant Manager within twenty-four (24) hours of any significant problems with operation of the vending machine. In the event that the machine is found to be not operating correctly, Grantee shall take immediate corrective action and/or remove the machine from service until the problem is resolved. Grantee shall provide a contact number to the community to report potential problems observed by community members.
18. Submit a copy of any signed contracts between Grantee and any providers of Project services to the Grant Manager.

19. Notify the Grant Manager and the District Office not later than ten (10) days prior to commencing the initial water service from the public water system and/or water vending machines.

TABLE OF ITEMS FOR REVIEW

Item	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
<b>EXHIBIT A – SCOPE OF WORK</b>			
A.	WORK TO BE PERFORMED BY GRANTEE		
2.	Water Quality Sampling Results		April <del>2015</del> <b>2016</b>
3.	Water Supply Permit		<del>October 2015</del> <b>April 2016</b>
4.	Water Vending Machine Operator License		<del>November 2015</del> and yearly thereafter <b>April 2016</b>
5.	Final Plans and Specifications for the Wellhead Treatment, Water Vending Machine and Housing Structure		<del>November 2015</del> <b>February 2016</b>
6.	Permits		<del>November 2015</del> <b>February 2016</b>
7.	Photo-Documentation of Well pump Installation		<del>January 2016</del> <b>March 2016</b>
8.	Photo-Documentation of Wellhead Treatment Installation		<del>January 2016</del> <b>March 2016</b>
9.	Purchase Agreement for Vending Machine		<del>January 2016</del> <b>March 2016</b>
10.	Photo-Documentation of Vending Machine Installation		<del>February 2016</del> <b>March 2016</b>
11.	Photo-Documentation of Housing Structure Construction		<del>February 2016</del> <b>March 2016</b>
12.	As-Built Drawings		<del>February 2016</del> <b>April 2016</b>
13.	Water Quality Testing Results and Copy of Environmental Accreditation Program Certification		March 2016
14.	Operation and Maintenance Records/Documentation		Quarterly
15.	Water Quality Monitoring Laboratory Reports		As Scheduled
16.	Vending Machine Water Quality Testing Reports		As Scheduled
18.	Signed Contracts of Providers of Project Services		Ten (10) days after execution of contract
19.	Notice of Initial Water Service Delivery from the Water Vending Machine		Ten (10) days prior to initial water delivery
<b>EXHIBIT B – INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS</b>			
A.	INVOICE PACKAGES		
1.	Invoices		Quarterly
E.	REPORTS		

Item	DESCRIPTION	CRITICAL DUE DATE	ESTIMATED DUE DATE
<b>EXHIBIT B – INVOICING, BUDGET DETAIL, AND REPORTING PROVISIONS</b>			
1.	Progress Reports		Quarterly
2.	Draft Project Report	January 27, 2017	
3.	Final Project Report	February 28, 2017	

EXHIBIT B  
INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS

A. INVOICE PACKAGES

1. No disbursement under this Grant Agreement will be made except upon receipt of an acceptable Standard Form Payment Request duly executed by or on behalf of the Grantee. The Grantee's duly authorized representative, who has been approved by the State Water Board, must execute all Payment Request forms. A Payment Request form must accompany all invoice packages. The original invoice packages shall be submitted to the State Water Board's Grant Manager on a quarterly basis consistent with the reporting schedule in Line E (1) of this exhibit. The address for submittal is:

Mark Magtoto, Grant Manager  
State Water Resources Control Board  
Division of Financial Assistance  
P. O. Box 944212  
Sacramento, CA 94244-2120

2. Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Invoices received by the State Water Board that are not consistent with the approved format will be cause for an invoice to be disputed. In the event of an invoice dispute, the State Water Board's Grant Manager will notify the Grantee by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by the State Water Board's Grant Manager.
3. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulations, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any Federal statute or regulation.
4. Grantee shall provide proof of payment to the consultant or contractor for each invoice submitted for payment under this Grant. If the grantee is not able to demonstrate proof of payment, the State Water Board, at its discretion, may issue two-party checks for the payment of costs identified in Exhibit B, Budget. The two-party checks will require the endorsement of both Grantee and the company providing the services.
5. Notwithstanding any other provision of this Agreement, the Grantee agrees that the State Water Board may retain ten percent (10%) of the grant amount specified in this Agreement until "Notice of Completion/Final Inspection" from local regulatory agency of the Project is received.
6. The invoice shall contain the following information:
  - a. The word "INVOICE" and a sequential invoice number should appear in a prominent location at the top of the page(s);
  - b. The date of the invoice and the time period covered by the invoice, i.e., the term "from" and "to";
  - c. Printed name of the consultant or contractor;
  - d. Business address of the consultant or contractor, including P.O. Box, City, State, and Zip Code;
  - e. Printed name of the Grantee;
  - f. The number of the Agreement upon which the invoice is based;
  - g. The site address (location) where the work was performed.

- h. All subcontractor(s) invoices must be listed on the invoice; a copy of the subcontractor invoice should be attached to the consultant/contractors invoice. All subcontractor(s) must have current and active professional licenses, as applicable.
  - i. Original signature and date (in ink) of Grantee or its authorized representative.
  - j. An itemized account of the work for which the Grantee is seeking payment:
    - A brief description of the work performed, including dates of performance and the name or initials of the person performing the work;
    - The method of computing the amount due. On cost reimbursable agreements, invoices must be itemized based on the tasks specified in the Budget; and
    - The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Grantee under the terms of this Agreement; and
7. Final invoice shall be clearly marked "FINAL INVOICE" and submitted NO LATER THAN ~~MARCH 31, 2017~~**MAY 31, 2018**.
8. Remaining Balance. In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State Water Board will mail a Notice of Project Completion letter to the Grantee stating that the project file is closed, the final invoice is being processed for payment, and any remaining balance will be disencumbered and unavailable for further use under the Grant Agreement.

**B. BUDGET CONTINGENCY CLAUSE**

The maximum amount to be encumbered under this Agreement for the 2014-15 fiscal year ending June 30, 2015 shall not exceed EIGHTY THOUSAND TWO HUNDRED TWENTY-ONE DOLLARS (\$80,221).

**The maximum amount to be encumbered under this Agreement for the 2015-2016 fiscal year ending June 30, 2016 shall not exceed EIGHTY-NINE THOUSAND SEVEN HUNDRED FORTY-NINE DOLLARS (\$89,749).**

If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee.

If **this Agreement's** funding for any fiscal year is reduced or deleted by the Budget Act, **by Executive Order, or by order of the Department of Finance** ~~for purposes of this program~~, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Grantee to reflect the reduced amount.

**C. LINE ITEM BUDGET**

Description	Grant Allotment
Administrative Services	<del>\$3,000</del> <b>2,911</b>
Construction	<del>\$57,805</del> <b>154,219</b>
Operation and Maintenance	<del>\$19,416</del> <b>12,840</b>
<b>TOTAL</b>	<del>\$80,221</del> <b>169,970</b>

#### D. BUDGET LINE ITEM FLEXIBILITY

1. Line Item Adjustment(s). Subject to the prior review and approval of the State Water Board's Grant Manager, adjustments between existing line item(s) may be used to defray allowable direct costs up to fifteen percent (15%) of the total grant amount including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) shall require a formal Agreement amendment. If the Line Item Budget includes an amount for Personnel Services, that amount is based on the hours, classifications, and rates submitted by the Grantee in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Grant Manager.
2. Procedure to Request an Adjustment. Grantee may submit a request for an adjustment in writing to the State Water Board. Such adjustment may not increase or decrease the total grant amount allocated per fiscal year. The Grantee shall submit a copy of the original Agreement Budget sheet reflecting the requested changes. Changes shall be noted by striking the original amount(s) followed with revised change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item requires a formal amendment and are not permissible under this provision. The State Water Board may also propose adjustments to the budget.
3. Remaining Balance. In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State Water Board will mail a Notice of Project Completion letter to the Grantee stating that the Project file is closed, the final invoice is being processed for payment, and any remaining balance will be disencumbered and unavailable for further use under the Grant Agreement.

#### E. REPORTS

1. PROGRESS REPORT. Grantee shall submit quarterly progress reports to the State Water Board's Grant Manager by the twentieth (20<sup>th</sup>) of the month following the end of the calendar quarter (March, June, September, and December).
2. DRAFT PROJECT REPORT. January 27, 2017
3. FINAL PROJECT REPORT. February 28, 2017
4. The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Agreement, such reports, data, information, and certifications that may be reasonably required by the State Water Board.

#### F. PAYMENT OF PROJECT COSTS

The Grantee agrees that it will provide for payment of its full share of Project costs and that all costs connected with the Project will be paid by the Grantee on a timely basis.

#### G. AUDIT DISALLOWANCES

The Grantee agrees it shall return any audit disallowances to the State Water Board.

#### H. FRAUD AND MISUSE OF PUBLIC FUNDS

All invoices submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud,

forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder. Additionally, the Deputy Director of the Division of Financial Assistance may request an audit pursuant to Exhibit C, paragraph 4 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§1572-1573; Pen. Code, §§470, 489-490.)

EXHIBIT C  
THE STATE WATER BOARD GENERAL CONDITIONS

1. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
2. **APPROVAL:** The Grantee will not proceed with any work on the Project until authorized in writing by the State Water Board.
3. **ASSIGNMENT:** This grant is not assignable by the Grantee, either in whole or in part, without the consent of the State Water Board.
4. **AUDIT:** Grantee agrees that the State Water Board, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the use of grant funds or performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any contract related to performance of this Agreement.
5. **CHILD SUPPORT COMPLIANCE ACT:** Grantee acknowledges that it recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code. Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
6. **COMPLIANCE WITH LAW, REGULATIONS, ETC.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. This includes, but is not limited to, compliance with any applicable requirements contained in directives or orders issued pursuant to Division 7 of the Water Code.
7. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the State Water Board for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.
8. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
9. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with applicable state and/or federal conflict of interest laws.
10. **DISPUTES:** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Grantee shall submit to the Deputy Director of the DFA a written demand for a final decision. The decision of the Division, or his or her authorized representative, shall be reduced to writing and a copy thereof furnished to the Grantee and to the State Water Board's Executive Director. The decision of the Division shall be final and conclusive unless, within thirty (30) calendar days of the date of the Division decision, the State Water Board's Executive Director receives a written appeal. The Grantee's written appeal shall be fully supported by any factual information Grantee desires to be considered in the decision. The Executive Director's decision shall be final and conclusive, unless determined by a court of competent

jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. Pending final decision of a dispute hereunder, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.

11. DRUG-FREE WORKPLACE REQUIREMENTS: Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (commencing with Section 8350 of the Government Code) and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace,
    - 2) the organization's policy of maintaining a drug-free workplace,
    - 3) any available counseling, rehabilitation, and employee assistance programs, and
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed project will:
    - 1) receive a copy of the organization's drug-free workplace policy statement, and
    - 2) agree to abide by the terms of the statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments or termination of the grant or both, and Grantee may be ineligible for award of any future state grants if it is determined that any of the following has occurred: the Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above.

12. DROUGHT EMERGENCY WATER CONSERVATION: The Grantee agrees to comply with the State Water Board's Drought Emergency Water Conservation regulations in [Article 22.5 of Chapter 2 of Division 3 Section 863-865](#) of Title 23 of the California Code of Regulations. The Grantee agrees to include a discussion of progress and compliance in reports submitted pursuant to this Agreement.
13. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS: The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
14. GOVERNING LAW: This grant is governed by and shall be interpreted in accordance with the laws of the State of California.
15. GRANT MODIFICATIONS: The State Water Board may, at any time, without notice to any sureties, by written order designated or indicated to be a "grant modification", make any change in Exhibit A, for the work to be performed under this Agreement so long as the modified work is within the general scope of work called for by this Agreement, including but not limited to changes in the specifications or in the method, manner, or time of performance of work. If the Grantee intends to dispute the change, the Grantee must, within ten (10) days after receipt of a written "grant modification", submit to the State Water Board a written statement setting forth the disagreement with the change.
16. GRANTEE'S RESPONSIBILITIES FOR WORK: The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project.

The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

17. **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.
18. **INDEPENDENT ACTOR:** The Grantee, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the State Water Board.
19. **INSPECTION:** Throughout the term of this Agreement, the State Water Board shall have the right to inspect the project area to ascertain compliance with this Agreement.
20. **INSURANCE:** Throughout the life of the Project, the Grantee shall provide and maintain insurance against fire, vandalism and other loss, damage, or destruction of the facilities or structures constructed pursuant to this Agreement, if any. This insurance shall be issued by a company or companies admitted to transact business in the State of California. The insurance policy shall contain an endorsement specifying that the policy will not be cancelled or reduced in coverage without thirty days' prior written notice to the State Water Board. In the event of any damage to or destruction of the Project or any larger system of which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair or replacement of the damaged or destroyed parts of the Project or its larger system. The Grantee shall begin such reconstruction, repair, or replacement as expeditiously as possible and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the larger system shall be free of all claims and liens.
21. **NONDISCRIMINATION:** During the performance of this Project, the Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, religion, color, national origin, ancestry, religious creed, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40) marital status, or denial of family-care leave. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this agreement by reference and made a part hereof as if set forth in full.

Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work at this Project.

22. **NO THIRD PARTY RIGHTS:** The parties to this grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this grant Agreement, or of any duty, covenant, obligation or undertaking established herein.
23. **NOTICE:** The Grantee shall promptly notify the State Water Board of events or proposed changes that could affect the scope, budget, or work performed under this Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the State Water Board, and the State Water Board has given written approval for such change. The Grantee shall notify the State Water Board at least ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by the State Water Board's representatives. The Grantee shall promptly notify the State Water Board in writing of completion of work on the Project.

24. **OPERATIONS & MAINTENANCE:** The Grantee shall maintain and operate the facility and structures constructed or improved as part of the project throughout the term of this Agreement, consistent with the purposes for which this Grant was made. The Grantee assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation.
25. **PAYEE DATA RECORD FORM (Std. 204).** The Grantee must complete the Payee Data Record Form.
26. **PERMITS, CONTRACTING, WAIVER, REMEDIES AND DEBARMENT:** The Grantee shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Any contractors, outside associates, or consultants required by the Grantee in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, or as are specifically authorized by the State Water Board's Grant Manager during the performance of this Agreement. Any substitutions in, or additions to, such contractors, associates, or consultants, shall be subject to the prior written approval of the State Water Board's Grant Manager. Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Agreement are in addition to any other rights and remedies provided by law. The Grantee shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". The Grantee shall not contract with any individual or organization on USEPA's List of Violating Facilities. (40 CFR, Part 31.35; Gov. Code § 4477.) The Grantee certifies to the best of its knowledge and belief, that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or grantee;
  - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification.
27. **PREVAILING WAGES AND LABOR COMPLIANCE:** If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Agreement to assure that the prevailing wage provisions of State Labor Code are being met.
28. **RELATED LITIGATION:** Under no circumstances may a Grantee use funds from any disbursement under this Grant Agreement to pay costs associated with any litigation the Grantee pursues against the State Water Board or any Regional Water Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Grantee agrees to complete the Project funded by this Agreement or to repay all of the grant funds plus interest.
29. **STATE REVIEWS AND INDEMNIFICATION:** The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the State Water Board is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee agrees to indemnify, defend and hold harmless the State Water Board and the State against any loss or liability arising out of any claim or action brought against the State Water Board and/or the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design,

acquisition, installation or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code § 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Grantee agrees to pay and discharge any judgment or award entered or made against the State Water Board and/or the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement.

30. **TERMINATION, IMMEDIATE REPAYMENT, INTEREST:** This Grant Agreement may be terminated by written notice at any time prior to completion of the Project, at the option of the State Water Board, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the State Water Board. In the event of such termination, the Grantee agrees, upon demand, to immediately repay to the State Water Board an amount equal to the amount of grant funds disbursed to the Grantee prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Grantee to the date of full repayment by the Grantee.
31. **TIMELINESS:** Time is of the essence in this Agreement. The Grantee shall proceed with and complete the Project in an expeditious manner.
32. **TRAVEL AND PER DIEM:** Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Grant Manager.
33. **URBAN WATER MANAGEMENT:** The Grantee certifies that this Project complies with the Urban Water Management Planning Act (Water Code, § 10610 et seq.). This shall constitute a condition precedent to this Agreement.
34. **WATER CONSERVATION AND EFFICIENCY PROGRAMS:** The Grantee acknowledges that it has appropriate water conservation and efficiency programs in place, and that this provision constitutes a condition of the grant award. A web link with examples of water conservation and efficiency programs is available at: [http://www.waterboards.ca.gov/waterrights/water\\_issues/programs/drought/conservation.shtml](http://www.waterboards.ca.gov/waterrights/water_issues/programs/drought/conservation.shtml).
35. **WATER RIGHTS:** The Grantee certifies that it is in compliance with part 5.1 of division 2 of the Water Code and, if applicable, that it has filed and will continue to file its required Statements of Diversion and Use with the State Water Board in accordance with sections 5101 and 5103 of the Water Code.
36. **WITHHOLDING OF GRANT DISBURSEMENTS:** The State Water Board may withhold all or any portion of the grant funds provided for by this Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or the Grantee fails to maintain reasonable progress toward completion of the Project.



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

For Clerk's Use Only:  
**AGENDA NUMBER**

18

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

**FROM:** HEALTH & HUMAN SERVICES – Social Services

**FOR THE BOARD MEETING OF:** March 15, 2016

**SUBJECT:** Request for authorization to hire a full time Office Clerk II in the HHS Social Services Eligibility and Employment division.

**DEPARTMENTAL RECOMMENDATION:**

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

- 1) the availability of funding for the requested position exists in the Social Services budget, as certified by the Director of Health and Human Services and concurred with by the County Administrator and the Auditor-Controller, and
- 2) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, conducted through the State Merit System's Cooperative Personnel Services; however, an external recruitment is more appropriate; and
- 3) approve the hiring of one Office Clerk II at Range 50 (\$2,749-\$3,343) dependent upon qualifications.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

We are requesting to fill a full time Office Clerk II position in the Employment and Eligibility Division, which recently became vacant. This position ensures smooth office operations in an office that regularly has a heavy volume of telephone and in person client contact. This position is the primary, first point of contact for persons seeking assistance in person or by telephone. In addition to handling the telephone and lobby traffic, the Office Clerk manages client schedules and office assignments for the Employment and Eligibility office. The position also provides support to the Integrated Case Workers in all areas of the office as well managing all regular clerical assignments. The Department is respectfully requesting permission to hire an Office Clerk II to fill the vacant position.

**ALTERNATIVES:**

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

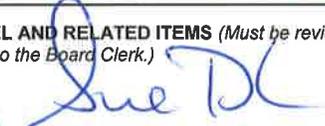
**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

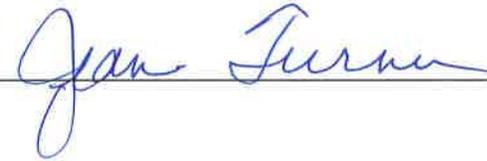
Federal, State and Social Services realignment. This position is budgeted in Social Services (055800) in the Salaries and Benefits object codes. No County General Fund.

**APPROVALS**

<b>COUNTY COUNSEL:</b>	<b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____
<b>AUDITOR/CONTROLLER:</b>	<b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved:  Date: <u>2/23/2016</u>
<b>PERSONNEL DIRECTOR:</b>	<b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i> Approved:  Date: <u>2/19/16</u>

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 2-24-16



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

For Clerks Use Only

AGENDA NUMBER

19

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

**FROM: Sheriff's Bill Lutze**

**FOR THE BOARD MEETING OF: March 15, 2016**

**SUBJECT: Request to fill vacant Office Technician I / II position**

**DEPARTMENTAL RECOMMENDATION:**

Request the Board find that consistent with the adopted Authorized Review Policy;

- 1) The availability of funding for the requested position of Office Technician exists in the Sheriff's general budget, as certified by the Sheriff, and concurred with by the County Administrator, and the Auditor Controller, and
- 2) Where internal candidates may meet the qualifications for the position and the position could possibly be filled by an internal recruitment, but an open recruitment is more appropriate to ensure the position is filled with the most qualified applicants; and
- 3) Approve the hiring of one Office Technician I at Range 55 (\$3,088 - \$3,754) or Office Technician II at Range 59 (\$3,389-\$4,118), depending upon qualifications.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Our current Office Technician II that works out of the Bishop Substation has turned in her notice of retirement effective May 31<sup>st</sup>, 2016. This position is invaluable in that serves as the front line support for the Substations and support for the Administrative office. We need to get this position filled as soon as possible, as it provides a much needed service to the department.

**ALTERNATIVES:**

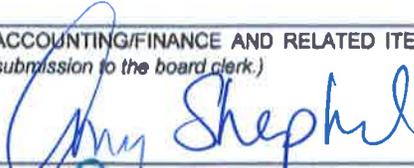
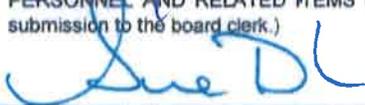
Deny filling the Office Technician position.

**OTHER AGENCY INVOLVEMENT:**

Auditor  
Personnel

**FINANCING:**

This Office Technician position is in the board approved 2015-2016 Sheriff's General budget 022700.

<b>APPROVALS</b>	
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: <input checked="" type="checkbox"/> Date 3/3/16
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)   Approved: <input checked="" type="checkbox"/> Date 3/3/16

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



Date: 3/3/16



**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: <b>AGENDA NUMBER</b>  20
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FROM: Public Works Department

FOR THE BOARD MEETING OF: MAR 15 2016

SUBJECT: Award of the bid and construction contract for the Ed Powers Bike Lane Project ("Project") to Spiess Construction Co. Inc.

**DEPARTMENTAL RECOMMENDATIONS:** Request that the board:

1. Award the bid for the project to Spiess Construction Co. Inc. of Santa Maria, California in the amount of \$488,204.25; and
2. Award the construction contract for the project to Spiess Construction Co. Inc. of Santa Maria, California in the amount of \$488,204.25; and
3. Authorize the chairperson to execute the Project contract; contingent upon obtaining appropriate signatures; and
4. Authorize the Public Works Director to execute all other contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable law.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:** At the November 17, 2015 meeting of the Board of Supervisors your Board approved the plans and specification for the Ed Powers Bike Lane Project and authorized the Public Works Director to advertise for bids for the project.

The Ed Powers Bike Lane Project RPSTPL-5948(080) consists of widening of Ed Powers Road to accommodate two 4-foot bike lanes. The purpose of this project is to provide dedicated facilities to non-motorized users. This project is federally funded.

On Friday January 29, 2016, bids were opened for the Ed Powers Bike Lane Project. Two (2) companies submitted for both the base and the additive alternate bids:

Spiess Construction Co., Inc. of Santa Maria, CA	<b>Base</b>	<b>\$488,204.25</b>
	Alternate	<b>\$386,929.00</b>
	Total Base and Alternate	<b>\$875,133.25</b>
West Coast Paving, Inc. of Reno, Nevada	<b>Base</b>	<b>\$538,879.00</b>
	Alternate	<b>\$390,947.00</b>
	Total Base and Alternate	<b>\$921,626.00</b>

Because the project is federally funded, the bidders were also required to comply with the county's Disadvantaged Business Enterprise (DBE) Program to be considered responsive to the requirements of the bid proposal. Each bidder was required to submit documentation that the bidder can meet or exceed DBE contract goal for subcontractor participation, or submit documentation of adequate Good Faith Efforts to make work available to DBE subcontractors.

The County will be reimbursed up to a total of \$603,000.00. Therefore, because there is adequate funding for the base portion of the project and the low bidder Spiess Construction Co. Inc. has been deemed responsive to all requirements of the bid proposal by County Counsel, the Public Works Department recommends your Board award the contract for the Ed Powers Bike Lane Project base construction to Spiess Construction Co. Inc.

Based on Spiess Construction Co. Inc.'s base bid of \$488,204.25 the total cost of construction of the project, including contingencies and construction engineering, is estimated at approximately \$591,204.25. The County will be reimbursed \$420,000.00 for construction costs, and \$43,000.00 for construction engineering through the Regional Improvement Program Transportation Enhancement (RIPTTE) and up to \$140,000 for any remaining construction and construction engineering costs through the Local Transportation Commission (LTC) Transportation Enhancement Act (TEA) Exchange Funds.

The road will not be closed during construction. The contractor will provide for one-lane traffic control during portions of the work. The local radio stations will be requested to broadcast a Public Information Bulletin about the project prior to the start of construction, and the local residents and emergency response agencies will also be informed of the project. Construction area signs will be installed in the project vicinity to inform the travelling public of the project. The construction time for this project is anticipated to be approximately 30 working days. Construction is anticipated to begin in April 2016.

**ALTERNATIVES:**

Your Board could reject all bids. This is not recommended because the addition of bike lanes to Ed Powers Road will improve safety for bicyclists, as this is a highly traveled bike route. A delay may also affect the availability of federal funds.

**OTHER AGENCY INVOLVEMENT:**

The Auditor's office to make payments to the contractor after the contract is awarded.  
 County Counsel to review and approve contract documents.  
 Caltrans/LTC to reimburse the County for project costs as described.

**FINANCING:**

The cost of the construction contract will be paid through budget unit 034601 State Funded Roads Projects, Object Code 5738, Ed Powers Bicycle Lanes which is included in the 2015-2016 budget.

This project is federally funded by the Regional Improvement Program utilizing the Toll Credits Program and the Local Transportation Commission TE Exchange funds. These programs will reimburse the County for 100 percent of the construction costs, including construction engineering, for the Ed Powers Bike Lanes Project.

<b>APPROVALS</b>	
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>3/9/16</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>3/9/2016</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: <u>N/A</u> Date _____

**DEPARTMENT HEAD SIGNATURE:** [Signature] Date: 3/9/16  
 (Not to be signed until all approvals are received)

# **CONTRACT AND BOND FORMS FOR**

**FOR CONSTRUCTION ON COUNTY ROADS  
IN INYO COUNTY**

**ED POWERS ROAD BIKE LANES PROJECT  
PROJECT NO. RPL-5948(080)**

On Ed Powers Rd. from the intersection with U.S. 395 south approximately 2.4 miles to  
the intersection with U.S. 168

MARCH 2016

**ENCLOSURES:**

Contract  
Faithful Performance Bond  
Labor and Material Payment Bond

**C O N T R A C T**  
**for the**  
**ED POWERS ROAD BIKE LANES PROJECT**  
**PROJECT NO. RPL-5948(080)**

THIS CONTRACT is awarded by the COUNTY to CONTRACTOR on, and made and entered into effective as of, March 15, 2016, by and between the COUNTY OF INYO, a political subdivision of the State of California, (herein "County"), and Spieß Construction Co. Inc., of Santa Maria, California (herein "CONTRACTOR"), for the construction of the **ED POWERS BIKE LANES PROJECT NO. RPL-5948(080)** (herein also "Project"), which parties agree, for and in consideration of the mutual promises, as follows:

1. CONTRACTOR shall furnish all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Contract Documents and within the Time for Completion set forth in the Contract Documents, for:

Title: **ED POWERS BIKE LANES PROJECT NO. RPL-5948(080)**

2. For the performance of all such work, COUNTY shall pay to CONTRACTOR the following amount, which constitutes the total bid by CONTRACTOR for said Work:

Four Hundred Eighty Eight Thousand Two Hundred Four Dollars and Twenty Five Cents (\$488,204.25), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

3. CONTRACTOR and COUNTY agree that this Contract includes all documents included in the Request for Bids (Bid Package) and Contractor's Response thereto, which are incorporated herein by this reference as though set forth fully.

4. The definition and meaning of the words used in this Contract are the same as set forth in **Section 1-1.02** of the Special Provisions concerning this Project and the applicable 2010 CALTRANS Standard Specifications.

5. **Independent Contractor:** Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Agreement; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Agreement. Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter

available to County's employees. The consideration set forth in Paragraphs 2 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

**6. Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:**

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

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

**7. Compliance with Laws:**

a. Performance Standards: Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Agreement.

b. Safety Training:

i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CALOSHA; and

ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Agreement shall require each subcontractor working with employees to comply with the requirements of this section.

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

d. Nondiscrimination:

i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans

with Disabilities Act of 1990 (42 U.S.C. sections 12101, et.seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et.seq.), Title VII (42 U.S.C. 2000, et.seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et.seq.) and regulations and guidelines issued pursuant thereto.

**8. Licenses:** Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its and/or profession.

**9. Controlling Law Venue:** This Agreement is made in the County of INYO, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.

**10. Written Notification:** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address, set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of INYO  
Public Works Department  
ATTN: Chantel Brown  
168 North Edwards Street  
P.O. Drawer Q  
Independence, CA 93526

If to Contractor: Scott A. Coleman  
Spiess Construction Co. Inc.  
P.O. Box 2849  
Santa Maria, CA 39457

**11. Entire Agreement:** This Agreement constitutes the complete and exclusive statement of Agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

**12. Waiver:** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

**13. Effect of Refusal of Board of Supervisors to Enter Into Agreement:** It is understood and agreed by the parties that this Agreement is subject to the review and approval of the INYO County Board of Supervisors upon Notice and Public Hearing. In the event that the

Board of Supervisors declines to enter into this agreement, then it is agreed that there is, in fact, no binding agreement, either written or oral, between the parties herein.

14. **Execution:** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

15. **Termination:** This Agreement may be terminated for the reasons stated below:

a. Immediately for cause if either party fails to perform its responsibilities under this Agreement, in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Agreement. If termination for cause is given by either party to the other and it is later determined that the other party was not in default or default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph "b" of this section; or

b. By either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination; or

c. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Agreement.

16. **Time is of the Essence:** Time is of the essence for every provision in this Agreement.

17. **Partial Invalidity:** If any provision of this agreement is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

**ED POWERS ROAD BIKE LANES PROJECT  
PROJECT NO. RPL-5948(080)**

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

**COUNTY**

**CONTRACTOR**

COUNTY OF INYO

\_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

APPROVED AS TO FORM AND  
LEGALITY:

Taxpayer's Identification or  
Social Security Number:

  
\_\_\_\_\_  
County Counsel

\_\_\_\_\_

APPROVED AS TO ACCOUNTING  
FORM:

  
\_\_\_\_\_  
County Auditor

APPROVED AS TO INSURANCE  
REQUIREMENTS:

\_\_\_\_\_  
County Risk Manager

COUNTY OF INYO  
DEPARTMENT OF PUBLIC WORKS

ED POWERS ROAD BIKE LANES PROJECT  
PROJECT NO. RPL-5948(080)

FAITHFUL PERFORMANCE BOND  
(100% OF CONTRACT AMOUNT)

WHEREAS, that  Spiess Construction Co. Inc. of Santa Maria, California   
(Name of Contractor)

as Principal, hereinafter called Contractor, and, \_\_\_\_\_  
(Name of Corporate Surety)

as Corporate Surety, hereinafter called Surety, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called County, in the amount of  Four Hundred Eighty Eight Thousand Two Hundred Four Dollars and Twenty Five Cents (\$488,204.25) , for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Contract, dated  March 15, 2016  entered into an agreement with County of Inyo for the Construction of the **ED POWERS BIKE LANES PROJECT** , to be constructed in accordance with the contract for the **ED POWERS BIKE LANES PROJECT**, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract".

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the County.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, the County having performed County's obligations thereunder, the Surety may promptly remedy the default, or shall promptly either:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or, if the County elects, upon determination by the County and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and County, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, or the date on which any warranty or guarantee period expires, whichever is later.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the County named herein or the heirs, executors, administrators, or successors of the County.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Name of Corporate Surety)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

**NOTE:**

**THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BY A NOTARY AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.** The Faithful Performance Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety must accompany the Faithful Performance Bond.

**ADDRESS OF COUNTY FOR NOTICES TO BE SENT:**

**County of Inyo (attn: Public Works Director)  
168 North Edwards Street, P.O. Drawer Q  
Independence, California 93526**



**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in performance of the Contract. Labor and material is construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

\_\_\_\_\_  
(Name of Corporate Surety)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

**NOTE:**

**THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.** The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

**ADDRESS OF COUNTY FOR NOTICES TO BE SENT:**

**County of Inyo (attn: Public Works Director)  
168 North Edwards Street, P.O. Drawer Q  
Independence, California 93526**



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

For Clerk's Use Only:  
AGENDA NUMBER

21

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

**FROM:** Inyo County Planning Department

**FOR THE BOARD MEETING OF:** March 15, 2016

**SUBJECT:** Inyo County 2015 General Plan Annual Progress Report

**DEPARTMENTAL RECOMMENDATION:** Accept and provide comments on the draft Inyo County 2015 General Plan Annual Progress Report (APR), and direct staff to forward the APR with any modifications to the State of California's Department of Housing and Community Development (HCD) and Governor's Office of Planning and Research (OPR).

**SUMMARY DISCUSSION:** Government Code Section 65400 requires that local agencies prepare a General Plan APR. The purpose of the document is to report on the County's progress in implementing its General Plan. The Planning Commission reviewed the draft APR and provided input at its February 24, 2016 meeting. The Commission expressed satisfaction with the report, and did not provide any suggested modifications. The document is now being presented to the Board of Supervisors for its review and comment. Subsequently, it is intended to be submitted to OPR and HCD.

As indicated in the draft APR, the General Plan is the County's constitution and guiding vision, and upkeep and maintenance of the General Plan is a continuous process. The County implements the General Plan's vision on a day-to-day basis in its many planning projects, and strives to include the public in the decision-making process. The County participated in a variety of planning activities in 2015, as identified in the APR. The County continued its project review responsibilities to further the General Plan's goals, policies, programs, and implementation measures.

**ALTERNATIVES:**

- Direct changes to the APR.
- Do NOT accept the APR.
- Return the APR to staff with direction.

**OTHER AGENCY INVOLVEMENT:** State of California – OPR and HCD

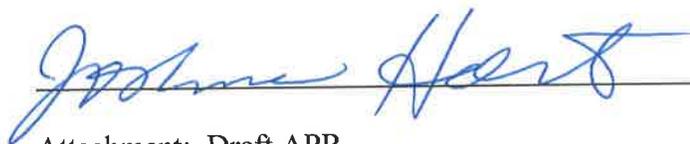
**FINANCING:** Resources to participate in annual State reporting requirements (such as the APR) are provided for by General Fund resources.

**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: 3/9/14

Attachment: Draft APR

# **Draft General Plan Annual Progress Report**

**2015**

**County of Inyo**



**Prepared by Inyo County Planning Department**

**March 2016**

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## **I. Introduction**

This report has been prepared pursuant to the requirements of Government Code Section 65400. Guidance for preparation of the report is provided by the Governor's Office of Planning and Research (OPR)<sup>1</sup>.

The purpose of the document is to report on Inyo County's progress in implementing its General Plan. The document has been presented to the Planning Commission and will be provided to the Board of Supervisors for their review and submitted to OPR and the Department of Housing and Community Development (HCD).

## **Background**

The County adopted a comprehensive update to the General Plan on December 11, 2001, and has amended the Plan on certain occasions since. The planning process for the update took over four years, many public hearings and meetings, and substantial effort on the part of staff, the Board of Supervisors, the Planning Commission, local organizations and interest groups, and the general public.

The Plan replaced, reformatted, and/or updated a number of older General Plan Elements and other planning documents that had been adopted over the years. In addition to the many working documents, staff reports, and outreach materials, the Plan resulted in the following major documents that are utilized on a day-to-basis in the County's planning processes:

- General Plan Summary
- Background Report
- Goals and Policies Report
- Land Use and Circulation Diagrams
- Environmental Impact Report (EIR)

The Inyo County General Plan received awards of excellence from local chapters of the American Planning Association in 2001. The policy document and diagrams are available on the Planning Department's website at the following link:  
[http://inyoplanning.org/general\\_plan/index.htm](http://inyoplanning.org/general_plan/index.htm).

## **Informational Document**

This document is a reporting document, and does not create or alter policy. The content is provided for informational purposes only, and is exempt from the requirements of the California Environmental Quality Act (CEQA) per Guidelines Section 15306.

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<sup>1</sup> General Plan Annual Progress Report Guidance. State of California, Governor's Office of Planning and Research, State Clearinghouse and Planning Unit. Revised July 11, 2007. Refer to [http://opr.ca.gov/docs/GP\\_APR\\_Guidance\\_2007.pdf](http://opr.ca.gov/docs/GP_APR_Guidance_2007.pdf)

## Organization

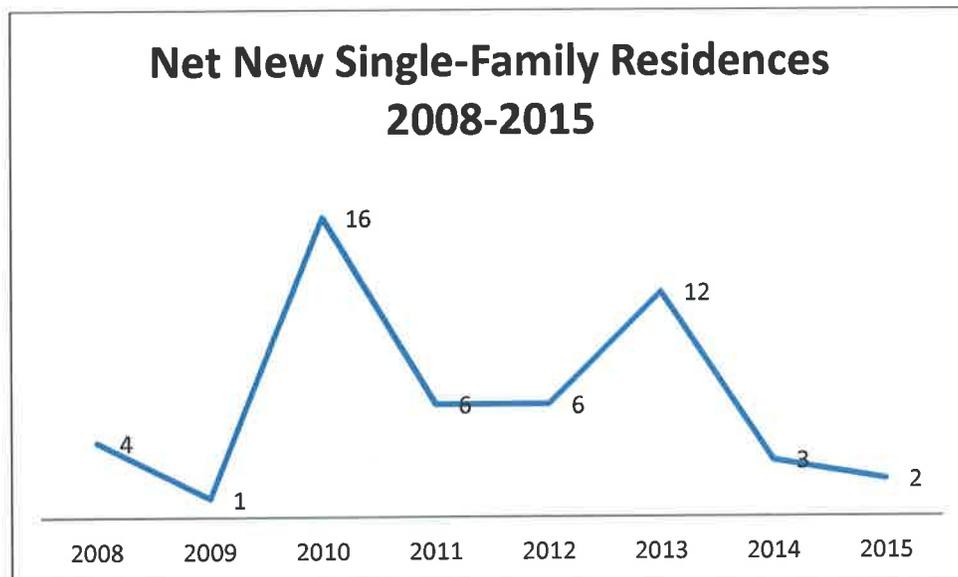
After this Introduction, a summary of projects and issues addressed in the last year is provided, and then each General Plan element is addressed. Following these topics, the County's planned General Plan and Zoning Ordinance update are addressed. Appendix A includes Government Code Section 65400. Appendix B includes the HCD reporting forms.

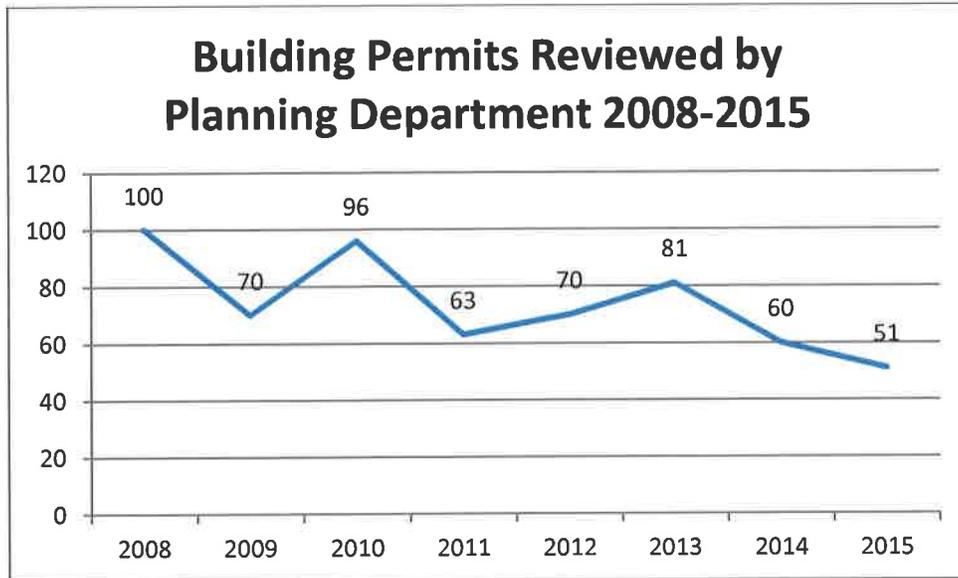
## II. Plans, Projects, and Accomplishments

During 2015 the County processed numerous projects and participated in a variety of planning programs. The following summaries provide a brief overview of these projects and programs, and are not intended to be exhaustive.

### Building Permits

The Department of Building and Safety issued approximately 245 building permits in 2015. Fifty-one building permits were reviewed by the Planning Department for zoning consistency issues. Building permits were reviewed for two new single-family homes, for a net increase in two. No building permits for other substantial development were issued. No certificates of occupancy were issued for single-family homes or other substantial development.



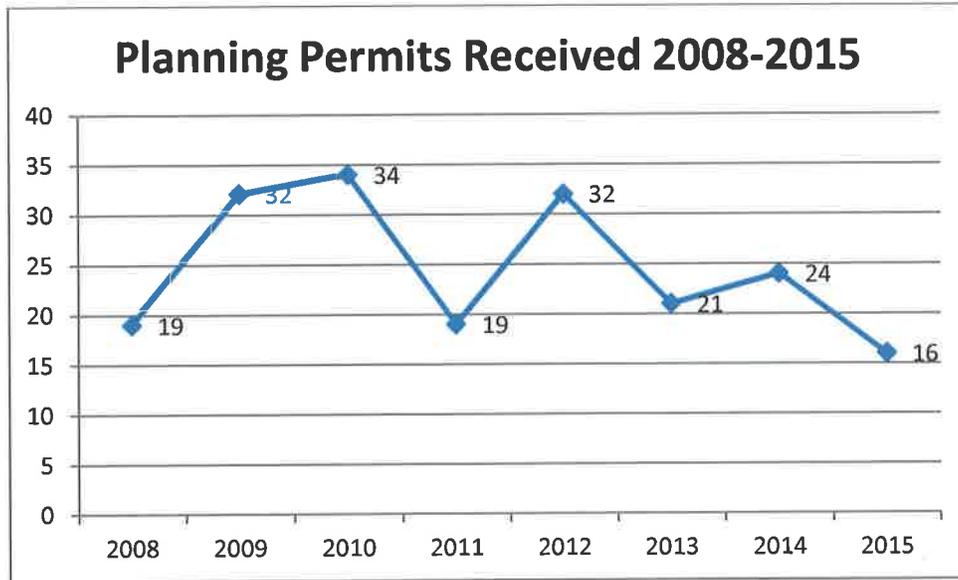


## Planning Permits

The Planning Department processed a variety of planning permits during 2015, including variances, conditional use permits (CUP), subdivisions, and associated environmental reviews. The breakdown in applications received is as follows:

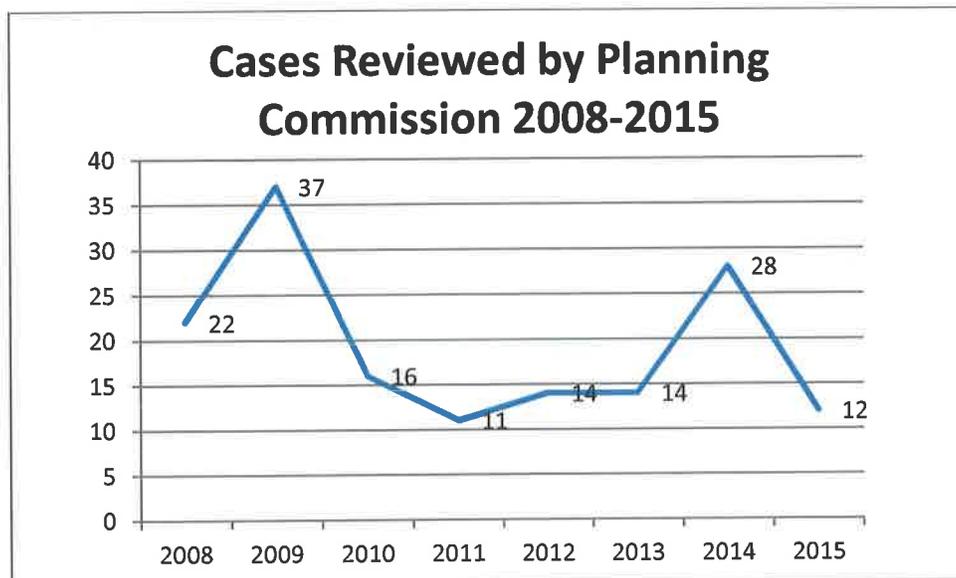
- 1 Parcel Merger (PM)
- 2 Lot Line Adjustments (LLA)
- 1 Tentative Parcel Map (TPM)
- 1 Road Abandonment (RA)
- 1 Variance
- 4 CUPs
- 1 Reclamation Plan
- 2 General Plan Amendments (GPA)
- 2 Zoning Reclassifications (ZR)
- 1 Lone Pine Design Review

In addition, 16 zoning violations were logged, significantly increasing over previous years.



During the past year, the Planning Commission agendas included the following application types:

- 4 CUPs
- 1 TPM
- 2 GPAs
- 1 ZR
- 1 Variance
- 1 Use Determination
- 1 Road Abandonment (RA)
- 1 Mitigated Negative Declaration (MND)
- 1 Environmental Impact Report (EIR)



Of the projects reviewed by the Planning Commission, five applications were presented to the Board of Supervisors. In addition, the Lone Pine Architectural Design Review Board heard one design review case. One emergency was proclaimed (for flooding), and no emergency ordinances or moratoria were approved in 2015.

## **Projects Reviewed by During 2015**

The following applications were reviewed by the Planning Commission and/or Board of Supervisors during the past year:

***Zone Reclassification No. 2014-04/Inyo County (Code Enforcement)*** – the Planning Commission recommended approval and the Board approved this project 2014, which comprehensively updated the County’s code enforcement procedures. The enacting Ordinance was adopted in January 2015.

***CUP No. 2014-06/Ronald Kemp Trust*** – The Planning Commission approved a CUP to continue the non-commercial private hunting lodge in the Alabama Hills community, near the town of Lone Pine. The Clubhouse has been operating as the Lone Pine Pheasant Club at this location on and off for over 20 years.

***GPA No. 2013-02/Inyo County – Renewable Energy (REGPA)*** – An update to the Inyo County General Plan was proposed to address renewable solar energy development. As part of this update, Solar Energy Development Areas (SEDA) were proposed where renewable energy solar projects may be developed. Other updates proposed for the General Plan included: capping solar development based on megawatts and corresponding acreages allowed per SEDA; identifying and defining appropriate scales and sizes of solar facility development; providing that social, cultural, visual, economic, and environmental impacts are minimized; requiring reclamation at the termination of solar facilities; minimizing water consumption; working to protect military readiness; and; discouraging conversions of lands utilized for agriculture, mining, and recreation. The Planning Commission recommended that the Board approve the project, which the Board did. The County subsequently received an Award of Merit from the California Chapter of the American Planning Association for the REGPA.

***Whitney Portal Road Improvement Project MND*** – Inyo County’s proposed project involves resurfacing, rehabilitation and restoration work for 11.2 miles of Whitney Portal Road. The Planning Commission adopted an MND for the project.

***CUP No. 2015-01/Aspendell Fire Station*** – The Planning Commission approved the Aspendell South Fork Volunteer Fire Department’s CUP application to convert the westerly fire house apparatus bay into a studio dwelling unit to house a caretaker on site.

***Use Determination No. 2015-01/Amiri*** – The Planning Commission made a Use Determination for an existing, vacant building to be used as short-term lodging on North Sierra Highway in the Rite Aid Shopping Center.

**RA No. 2015-01, CUP No. 2015-02, Variance No. 2015-01/Aspendell Mutual Water Co.** – The applicant requested a road abandonment of an approximate 5,000-square-foot section of an unnamed road in Aspendell. The site was vacant and the County road department stores snow from plowing on it in the winter. The Planning Commission found the proposed abandonment consistent with the Inyo County General Plan and recommending approval to the Board of Supervisors and conditionally approved a CUP and Variance to construct a well and well house on a section of the abandonment. The Board subsequently approved the RA.

**TPM NO. 408, GPA No. 2015-01, ZR No. 2015-01, CUP No. 2015-04/Magnificat Ventures** – The applicant proposed to subdivide a 17-acre parcel of land into two parcels, Parcel 1 consisting of approximately 3-acres and Parcel 2, approximately 14-acres. The subject property is located in Charleston View, adjacent to Old Spanish Trail Highway on the north and approximately 1.5-miles west of the Nevada California border. The subdivision required a ZR, GPA, and CUP to comply with the County’s Zoning Ordinance and General Plan and to allow the current uses to continue. The Planning Commission recommended that the Board approve the ZR and GPA, and conditionally approved the CUP and TPM. The Board approved the ZR and GPA in 2016.

**Eastern Sierra ATV Adventure Trails System Project** – The County certified an EIR for this project in early 2015, which included potentially up to 38 combined-use routes on County roads for Off-highway vehicles. The Board approved seven of the routes for a pilot program, three of which opened in the summer of 2015. The City of Los Angeles Department of Water and Power (DWP) has declined to provide the necessary authorizations to open the other four routes. The County completed a draft report describing implementation, which was submitted to the Legislature.

**GPA No. 2013-01, ZR No. 2013-01, Renewable Energy Development Agreement No. 2013-01, and TPM Nos. 404 and 405/Munro Valley Solar, LLC** – the County approved this project in 2014 to develop a four-megawatt solar photovoltaic distributed generation project. The Native American Heritage Commission subsequently sued the County alleging violations to CEQA. Construction of the project has commenced, and two Addenda to the project’s MND were approved in 2015.

## **Other Plans and Projects**

The following discussion summarizes other current projects regarding which the County expended substantial efforts.

**Owens Valley Solar Energy Study (OVSES)** – The California Energy Commission (CEC) awarded the County a grant in June 2014 to collect geospatial data, coordinate with tribal governments, local residents, and DWP, and prepare a study of the Owens Valley and Owens Lake. The County largely completed work for the OVSES in 2015, which includes geo-spatial data and information gathering for topics including: biological resources, visual resource, land use, and historic and cultural resources. Development of

the OVSES also included a robust public outreach component with a particular emphasis on outreach to the County's five federally-recognized Tribal governments and DWP.

***Medical Marijuana*** – The County has been monitoring the State's actions regarding marijuana. Several statutes to regulate medical marijuana were passed in the 2015 legislative session – Assembly Bill (AB) 266 (Bonta, 2015), AB 243 (Wood, 2015), and Senate Bill (SB) 643 (McGuire, 2015) – becoming effective January 1, 2016. The County is monitoring implementation of the legislation.

***Zoning Code/General Plan Update*** – The County adopted a comprehensive General Plan update in 2001. One of the follow-up actions directed in the 2001 General Plan was to update the Zoning Code, which is a component of the Inyo County Code. Staff worked with Willdan in 2011 to prepare updated Zoning Code sections and incorporated the Planning Commission's and Board of Supervisors' input into a comprehensive Zoning Code update and prepared a related General Plan update. Staff received direction from the Board regarding several issues related to the update in 2014, including code enforcement, Digital 395, and special event permits. Environmental review is anticipated in 2016. As discussed previously, the code enforcement provisions of the Zoning Code were interpolated into a broader code enforcement solution for the County in 2014.

***Inyo County Consolidated Office Building*** – The County continued in 2015 to work towards developing a consolidated office building to house multiple departments currently located in various facilities throughout Bishop. The proposed consolidated office building will house County Administration, County Counsel, the District Attorney office, the Public Guardian, Health and Human Services, Waste Management, Motor Pool, Building and Safety, Parks and Recreation, Personnel, Information Systems, Sheriff, and Probation. The County has been considering a consolidated office building for nearly 20 years.

***Twenty-first Century Obsidian Project*** – Digital 395 (an American Reinvestment and Recovery Act project) equipped the Owens Valley with a middle-mile broadband conduit. The County issued a Request for Proposals (RFP) in November of 2014 to leverage this resource to the fullest extent and stimulate economic development by offering entrepreneurs access to this technical infrastructure. Two qualified responses to the RFP were received. The County is currently in contract negotiations with Inyo Networks. The County would oversee contracted mechanisms to design, finance, construct, operate and maintain an Open Access, last-mile fiber-optic network providing connections between all premises in the Owens Valley and the Digital 395 middle-mile conduit creating one of the few true Gigabit districts in the Country.

***Yucca Mountain Repository Assessment Office*** – Funding for development of the Yucca Mountain Repository was terminated by the Obama Administration, consequently eliminating the funding to all Affected Unit of Local Government. During 2015 Planning Staff completed the "mothball" the Yucca Mountain Repository Office. Staff continues to monitor litigation and other activities. In 2015, the County reviewed and provided input regarding the Supplemental Environmental Impact Statement (EIS) for

groundwater, which largely responded to the County's previous input. The County also continued to support groundwater monitoring in its southeast to provide data for the project.

**Renewable Energy Revolving Loan Fund for Southern California Edison** – Inyo County was selected in 2011 by SCE to prepare a Cost, Energy, and Service Efficiencies Action Plan (CESEAP), which outlines ways that the County can reduce energy use, identifies goals and milestones for energy reduction, serves as an educational tool for other groups, identifies the highest and lowest energy users within the County, offers strategies that the County can use in achieving its energy reduction goals, and provides a template that other organizations can use to develop their own Action Plan. In 2013, SCE selected the County to implement the CESEAP by establishing a revolving loan fund for energy efficiency projects in County facilities to be implemented once seed funding is obtained. This work was largely completed in 2015, and the final report was approved by the Board in early 2016.

**Crystal Geyser Roxane Cabin Bar Ranch Water Bottling Plant Project** – The Crystal Geyser Roxane Cabin Bar Ranch Water Bottling Plant project proposes the construction and operation of a spring water bottling facility on a 34-acre site on the northeastern portion of the 420-acre Cabin Bar Ranch property, adjacent to the southern boundary of the community of Cartago and on the east side of US Highway 395. Approved in 2013, the project will pump 360 acre feet of groundwater per year. Project facilities include a 198,000-square foot water bottling plant containing four bottling lines and an associated 40,000-square foot warehouse facility. The County continues to monitor implementation.

**Mining** – Pursuant to the Surface Mining and Land Reclamation Act (SMARA), the County continued its oversight activities to encourage production and conservation of minerals and minimize associated environmental impacts. Staff inspected approximately 100 mines.

**Brownfields Grant** – In 2011 Inyo County entered into a Memorandum of Understanding (MOU) with Nye, Esmeralda, Lincoln, and White Pine counties of Nevada for the Environmental Protection Agency Brownfields Coalition Assessment Grant to conduct environmental site assessments and area-wide planning in support of renewable energy, transmission and economic development in the vicinity of identified Brownfields sites. A subsequent grant was obtained, and the Coalition was expanded to include Esmeralda County. The County continued to participate in the Coalition during 2015, including coordinating efforts for the Pittsburg Plate Glass site near Owens Lake and the Mt. Whitney Fish Hatchery.

**Natural Resource Advisory Committee (NRAC)** – Planning Staff continued to work with the advisory committee on various natural resources projects within the county. The NRAC provided input on various natural resource based projects that the County participated in during 2015 including the DRECP, OVSES, Adventure Trails, and the Forest Plan Update. The Board extended the term of the NRAC for three years in 2015.

**Hidden Hills Solar Project** – Bright Source Energy proposed a 500-megawatt solar thermal power plant in Charleston View. The CEC had jurisdiction over the project, and had issued a final staff report for it in 2013 when the proceedings were suspended. Staff continued to monitor the project, which was formally withdrawn in 2015.

**West Bishop Resurfacing Project** – This project will reconstruct three miles of residential roads near Pa Me Lane in Bishop. The environmental phase was completed in 2014, the Design phase was initiated in 2015, and construction is planned for 2016.

**South Bishop Resurfacing Project** – This project reconstructed Sunland Drive from Highway 395 to West Line Street and also Sunland Reservation Road. Construction for this project was completed in 2015. This project was combined with the Sunland Bicycle Lanes project.

**Sunland Bicycle Lanes** – This project involves construction of Class III bicycle lanes on Sunland Drive. The project was combined with the South Bishop Resurfacing Project. The County completed the construction phase of this project in 2015.

**Dehy Park Improvement Project** – This is the second phase of a project to construct a pathway, bridge, and gazebo. The construction phase for this project will occur in 2016.

**Ed Power Bicycle Lanes** – This project will widen Ed Powers Road and install four-foot wide bicycle lanes on both sides of the road. Construction is anticipated in 2016.

**Los Angeles Aqueduct Bridge at Walker Creek Road** – The County initiated the Design phase for a project to replace a functionally obsolete bridge with a wider bridge.

**Los Angeles Aqueduct Bridge at Carroll Creek Road** – The County initiated the Design phase for a project to replace a functionally obsolete bridge.

**Upper Rock Creek Road Reconstruction** – This project reconstructs the road surface and constructs an uphill bicycle lane. This project includes one mile in Inyo County with the majority of the project being in Mono County. Construction was completed in 2015.

**Whitney Portal Road Reconstruction** – This project will reconstruct Whitney Portal Road between Tuttle Creek Road and Whitney Portal and add bicycle lanes from Tuttle Creek Road to Horseshoe Meadows Road. The project is estimated to go into construction in the spring of 2016.

**Regional Transportation Plan (RTP)** – The County hired a consultant and initiated an update to the RTP in 2014, and public meetings were held to gather public input. The update to the County's RTP was completed in 2015. The RTP serves as the planning blueprint to guide transportation investments in the County involving local, state, and federal funding over the next 20 years. In 2015, local agencies and the LTC continued to implement goals and policies set forth in the prior RTP and the updated RTP.

***Inyo County Active Transportation Program Plan*** – In response to the MAP-21 Federal Reauthorization and the California Active Transportation Program, Inyo County entered into a contract with a consultant to draft an Active Transportation Program (ATP) Plan and held public outreach meetings. A draft ATP was released during late in 2015 for public review and comment. The Draft ATP Plan includes:

1. Bicycle Element – an update of the 2009 Inyo County Collaborative Bikeways Plan;
2. Pedestrian Element – this describes existing facilities, examines past accident records, estimates the current number of pedestrians, lists and prioritizes potential projects, and identify funding sources;
3. Recreation Trails Element – this identifies areas where there are deficiencies in motorized and non-motorized recreational trails, lists and prioritizes potential projects, estimates the number of users for a given trail segment, and describes how the projects provide for the viewing of points of interest; and
4. Safe Routes to School Element – this section creates Safe Routes to Schools maps for all areas in Inyo County and updates the Safe Routes to School maps for schools inside the City of Bishop.

***Inyo-Mono Integrated Regional Water Management Plan (IRWMP)*** – The ICWD participates in this collaborative body made up of public, private and not-for-profit entities, including Inyo and Mono counties, the town of Mammoth Lakes, tribes, water districts, and community service districts. The group consists of 32 voting members. The mission of the Inyo Mono Regional Water Management Group (RWMG) is to “To research, identify, prioritize, and act on regional water issues, and related social and economic issues, so as to protect and enhance our environment and economy.”

A phase I Inyo Mono IRWMP was completed in late 2010, and in 2011 the group was granted \$1,075,000 in Proposition 84 Implementation Funding. Of this amount, the Inyo County Department of Public Works was awarded a total of \$393,162, which was used to improve pump operations to reduce water outages in the towns of Laws, Independence, and Lone Pine; to help reduce inflow and infiltration in the sewer system at Aspendell; and to develop a plan to provide safe drinking water to the residents of Tecopa. A Phase II Inyo Mono IRWMP was complete in 2012, which was again revised in 2014. In January 2016, DWR awarded the Inyo-Mono IRWMP \$1,816,943 for various projects in the region, including funding of \$280,234 to Inyo County for a project titled “Recycled Water for Restoration and Community Projects in Big Pine.”

***Inyo/Los Angeles Long Term Water Agreement.*** During 2015, technical staff from Los Angeles and Inyo County worked with experts from the Ecological Society of America to develop ideas and recommendations for improving the vegetation monitoring methods that the parties use to monitoring how well groundwater-dependent vegetation is measuring up to the vegetation goals set forth in the Water Agreement. It is anticipated that the recommendations from this effort will result in a vegetation monitoring program that is jointly implemented by the two parties working together.

**Lower Owens River Project (LORP)** – The LORP is a mitigation project under the Long Term Water Agreement with the Los Angeles Department of Water and Power (LADWP). The project is compensatory mitigation for impacts considered difficult to quantify or mitigate directly.

Eight years into the project, the goals of the LORP – to establish a healthy, functioning ecosystem for the benefit of biodiversity and Threatened and Endangered species – are in part being met. The river riparian corridor has greened up considerably, but the rate of recovery of tree willow and cottonwoods has been slow. These trees provide habitat for a number of avian species that are listed as indicators of project. Bulrush and cattails line much of the project’s wetted area, and are in some areas limiting recreational access, as well as occupying land where tree willow might have otherwise established. In the river, the combination of warm water and high flows, which stir up accumulated organic material, can cause a decrease in dissolved oxygen. On occasion this situation has led to a fish kill. However, the fishery is robust and has proven to be resilient—recovering after water quality returns to normal. The LORP plan includes a spring flow corresponding with seasonal snowmelt runoff. Due to drought conditions, this flow was not conducted in 2015.

**LORP Recreational Use Plan** – The LORP area is appealing to recreationists who enjoy bird watching, wildlife viewing, hunting and fishing, and many other outdoor activities in a natural setting. With increased use there is concern about the development of unauthorized roads, and problems including waste dumping, vandalism, illegal fires, artifact gathering, and vegetation clearing. Managing these problems can be costly for LADWP and the County, and interfere with achieving LORP goals. In order to head off management problems, the County began development of a Recreation Use Plan in 2010.

A draft LORP Recreational Use Plan was released in January 2013. The plan was designed to balance the need to protect the recovering ecosystem, respect traditional values and uses, provide attractive recreational opportunities, not interfere with LADWP’s operations, and to be consistent with LORP goals. The draft is the product of broad research, agency consultations, and extensive public outreach including workshops and presentations, stakeholder interviews and surveys. The plan identifies key goals of the recreation plan as strengthening the tourist economy of local communities, enhancing user opportunities, improving access and wayfinding, improving access for fishing, canoeing, and kayaking, and inspiring cultural and environmental education.

Building on the LORP Recreational Use Plan, in 2015 the County submitted a grant application seeking \$500,000 for the Owens River Water Trail, which would provide low-impact access to the Lower Owens River for paddling and other recreational activities.

**Mitigation Projects** – One of the key roles of the ICWD is to monitor and report on the implementation and ongoing management of environmental projects and Enhancement/Mitigation projects in the Owens Valley. These projects are mitigation measures adopted by LADWP in the 1991 EIR; projects that are provided for in the 1997

MOU; and projects developed subsequently. The ICWD tracks more than 50 of these mitigation projects. If mitigation goals are not being met, or projects are not being managed as stipulated, or simply not being implemented, the ICWD works with the LADWP and MOU parties to either help implement or modify the project.

Over the past year, continued progress has been observed on several mitigation projects including the LORP, described above. Two town greening projects, one in Independence and the other in Big Pine are now implemented; fenced, irrigated, and planted with pasture. The Ad Hoc 1,600 acre-foot projects have all been implemented and are being monitored. Revegetation projects in Laws and throughout the Owens Valley are beginning to make progress after LADWP accelerated the installation of irrigation and invested in two greenhouses in which to grow plant stock. The tree lot in Lone Pine is being improved with tree thinning and new planting.

***Sustainable Groundwater Management Act (SGMA).*** Parts of two medium-priority basins are located in Inyo County. Owens Valley is shared by Inyo and Mono Counties, and Indian Wells Valley is shared by Kern, San Bernardino, and Inyo Counties. Under SGMA, medium priority basins must have groundwater sustainability plans (GSPs) developed and implemented by groundwater sustainability agencies (GSAs). SGMA requires that GSAs be in place by mid-2017 and GSPs be developed by mid-2020 in basins in conditions of critical overdraft and mid-2022 in other medium and high priority basins. Currently, in the Owens Valley, Inyo and Mono Counties are preparing to submit material to the State Department of Water Resources (DWR) to support a proposal to divide the Owens Valley Groundwater Basin into a Mono County subbasin and an Inyo County subbasin. If approved, the delineation of subbasins would facilitate formation of separate GSAs and GSPs for each subbasin. In Indian Wells Valley, the three counties, the City of Ridgecrest, Indian Wells Valley Water District, the US Navy, and a number of private agricultural interests are working on a joint powers agreement mechanism to form a GSA that recognizes the private interests and the governmental responsibilities and authorities of the public participants.

***Owens Lake Master Plan/Project*** – LADWP has initiated a Master Plan for the Owens Lakebed. This effort follows many years of dust mitigation efforts with the State Lands Commission and the Great Basin Unified Air Pollution Control District, and will provide a framework for future of the Lakebed, including potential solar energy development, habitat enhancement, and further dust mitigation. County representatives have been participating in the Plan’s preparation including attending meetings and providing public outreach for the planning efforts. A draft Plan was released in October 2011, for which the County provided input. In early 2013, DWP converted the Plan into a Master Project and issued a report in regards thereto. The County continues to participate in the Owens Lake Planning Committee and other related collaborations, and in 2015 provided input regarding the Notice of Preparation for the Project.

***LADWP Solar Ranch*** – The County is monitoring LADWP’s Solar Ranch proposal in the Southern Owens Valley, which intends to develop approximately 200 megawatts of photovoltaic. LADWP issued a Notice of Preparation for the project in 2010, and the

County provided responses regarding the scope of the EIR. Originally, the project had two locations and in 2013, LADWP decided to develop a third site, located south of Independence. The County provided input regarding the Draft EIR for the project in 2013, and continues to monitor for any progress.

***Desert Renewable Energy Conservation Plan (DRECP)*** – This joint General Conservation/Natural Communities Conservation Plan (NCCP) was proposed for the Mojave and Colorado deserts to provide binding, long-term endangered species permit assurances and facilitate renewable energy project review and approvals. The DRECP planning area includes portions of Inyo County: roughly in the Owens Valley to just north of Independence, the Panamint Valley, Death Valley, and other southeast portions of the County. The County has been participating in development of the DRECP and has been collaborating with the DRECP as part of the REGPA planning process. The Draft DRECP/EIR/EIS was released in 2014, and the County conducted a public meeting and provided comments in 2015. Subsequently, a phased approach was taken to the DRECP, and the Bureau of Land Management’s (BLM) Proposed Land Use Plan Amendment was separated out from the NCCP component, and released in late 2015. The County submitted a protest in regards thereto.

***Manzanar National Historic Site Foundation Document*** – The County reviewed and provided input regarding the draft document, which inventories planning documents for the Site.

***Sequoia-Kings Canyon National Park Foundation Document*** – The County reviewed and provided input regarding the draft document, which inventories planning documents for the Park.

***Renewable Energy Transmission Initiative 2.0*** – The State has embarked on a new Renewable Energy Transmission Initiative (RETI) in 2015, building upon the first RETI from the late 2000s and subsequent planning work. The County is monitoring RETI 2.0 and has requested public meetings in Inyo County.

***Coso Hay Ranch Water Export Project*** – The County approved a project in 2009 that pumps water from the Hay Ranch in the Rose Valley to the Coso Geothermal plants at China Lake Air Weapons Naval Stations. The County continued to monitor pumping activities in 2015.

***Tribal Consultation Policy*** – In response to input from the Big Pine Tribe, the County developed a draft Tribal Consultation Policy to guide its consultation efforts under Senate Bill 18 (Burton, 2004) and Assembly Bill 52 (Gatto, 2014). The County shared the draft Policy with local Tribes and conducted three workshops in 2015 in regards thereto.

***Habitat Conservation Plan for Los Angeles Department of Water and Power Lands in Inyo and Mono Counties*** – The US Fish and Wildlife Service released a draft of the Plan for public review in 2015. The County provided input, focusing on minimizing socioeconomic impacts.

***Desert Protection Act/California Minerals, Off-Road Recreation, and Conservation Act***

– The County continues to monitor these related bills, proposed by Senator Feinstein and Representative Cook, which included numerous provisions regarding land use and renewable energy. The County undertook substantial local outreach regarding Senator Feinstein’s previous work on her Act and the Alabama Hills legislation, and considered the proposals further in 2015.

***Quadstate Local Government Authority*** – The County joined this body in 2010, which was established in response to issues surrounding the desert tortoise. The authority is guided by a Joint Powers Agreement, and includes counties in Arizona, Utah, Nevada, and California. The organization is active regarding numerous issues relevant in the desert southwest, in addition to the tortoise. Largely through its membership in the Authority, the County continued to participate in the Recovery Implementation Teams for the tortoise and approved an update to the Desert Tortoise Management Oversight Group Charter in 2015.

***Inyo National Forest Plan Revision***– The County participated extensively in development of the 2012 Planning Rule for the National Forests and was instrumental in ensuring that coordination with local government was included in the Rule’s requirements. The Inyo National Forest was selected to be an early adopter of the new rule, and the County has been working with the Forest Service in developing the new plan. The County and the Forest Service worked for several years to develop a MOU to guide coordination, which was approved in 2014. The County updated its Priorities and provided input regarding Wilderness, Wild and Scenic Rivers, and Species of Conservation Concern in 2015.

***Inyo National Forest Travel Management Implementation*** – The County continued to monitor implementation of the 2009 Travel Management Plan. In 2015, the Forest Service received input regarding Subparts A and C of the Travel Management Rule.

***Motorized Vehicle Management in Western Mojave Planning Area (WEMO)*** – The County is participating in development of this plan as a Cooperating Agency, which proposes a plan amendment and alternatives covering the management of motorized vehicles on public lands in the Western Mojave area. The County reviewed and submitted comments to the BLM for the Draft EIS in 2015, and entered into a Programmatic Agreement regarding cultural resources.

***Saline Valley Plan*** – Death Valley National Park has embarking on a management plan for the warm springs in Saline Valley. An active user group utilizes the springs, which have been extensively altered from their natural state and now include concrete pools and other infrastructure. The Plan is intended to address the springs and nearby lands, which were not included in the Park’s Management Plan due to their sensitivity. In 2012, the County entered into an MOU with the Park, including memorializing the County’s cooperating agency status for the Plan and related EIS. The County continues to

participate in the development of the management plan and EIS, although little activity occurred in 2015.

**Hazard Mitigation Plan** – The County is continuing to work to assess the risk from all hazards, natural and manmade, within the County and neighboring Counties, evaluate the vulnerability of structures and infrastructures to these hazards, and assist participating jurisdictions to identify and plan mitigation initiatives to address the vulnerabilities. The plan will provide a set of action items that, if implemented, can help reduce the risk from natural hazards. Approval of the plan by the California Office of Emergency Services and the Federal Emergency Management Agency is expected by the end of 2016.

**Bishop Airport Layout Plan and Narrative** – The County received a grant to update the Bishop Airport Layout Plan and Narrative in 2014. Several public meetings were held, and the Plan is expected to be complete in the summer of 2016.

**Specific Plans for Charleston View/Tecopa/Shoshone** – Based on interest from local residents, the County embarked on preparation of a Specific Plan for Tecopa, Shoshone, and Charleston View in Southeast Inyo County in 2015. Public meetings were conducted in both Charleston View and Tecopa.

**North Sierra Highway Corridor/Specific Plan** – Caltrans selected the County and the City of Bishop for a grant to prepare a Corridor Plan for North Sierra Highway (generally between the Tri-County Fairgrounds and the Bishop Paiute Palace on the north side of Bishop) in 2015. The County, City of Bishop, and the Bishop Paiute Tribe worked with other interested parties in the Corridor to expand the scope of work to a Specific Plan, and the Eastern Sierra Transit Authority (ESTA) pledged to provide financial support to assist doing so. Work is expected to begin in 2016.

**Endangered Species Coordination** – The County has been monitoring the US Fish and Wildlife Service’s endangered species listing work program. In 2015, the County provided input regarding the Inyo Mountains Salamander and the Panamint Alligator Lizard. The Service elected not to proceed with critical habitat designation for the Sage Grouse in 2015.

### III. General Plan Elements

The General Plan details the County’s guiding principles for a variety of planning topics and is the constitution for future development. California Government Code Section 65300 et seq. provides direction and specifications for the content of the General Plan. The following seven elements are required:

- Land Use
- Circulation
- Conservation
- Open Space

- Noise
- Safety
- Housing

The elements may be combined or renamed, but basic requirements must be included. An agency may adopt any type of optional element, such as an Economic Element, at its discretion. Only the Housing Element must be certified by another agency (i.e., HCD), although the State Geologist and CalFire provide some oversight of other aspects.

The Inyo County General Plan consists of the following Elements:

- Government
- Land Use
- Economic Development
- Housing
- Circulation
- Conservation/Open Space
- Public Safety

Subtopics are included in the elements to meet California's requirements. The following sections address implementation for each of the County's General Plan Elements.

### **Government Element**

The Government Element includes the following goals (i) promoting consistency of other agencies' actions with General Plan (Goal Gov-1), (ii) encouraging collaborative planning and public participation (Goal Gov-2), (iii) increasing private land ownership (Goal Gov-3), (iv) guiding federal land actions and encouraging economic development (Goal Gov-4), (v) protecting and developing water resources (Goal Gov-5), (vi) preserving and expanding agriculture (Goal Gov-6), (vii) enhancing opportunities for recreation, including for off-road vehicles, hiking, and biking (Goal Gov-7), (viii) encouraging improved management of wildlife and fisheries (Goal Gov-8), (ix) promoting exploration, development, and reclamation of mineral resources (Goal Gov-9), (x) balancing energy development (Goal Gov-10), and (xi) enhancing transportation and preserving access (Goal Gov-11)

To achieve these goals, the County has continued dialogue with local, regional, state, and federal agencies on a variety of projects, as discussed elsewhere in this report, thereby continuing the previous coordination efforts with other agencies. The County constantly strives to ensure collaboration between national, California, and regional agencies as required by federal, State, and local regulations. The County works to make such agencies aware of County programs and policies and bring their actions into conformance with the General Plan. During 2015, the County worked with the US Forest Service, the US Fish and Wildlife Service, the National Park Service and other state and federal agencies in regional planning efforts affecting Inyo County resources.

The County also involves citizens, Native American tribes, and public interest groups in the planning process whenever feasible. Staff works to ensure that the public is made aware of all planning projects through mailings and notices in the newspaper to allow for their participation. Routine feedback and public input is requested, and the County's website is maintained to provide for current up-to-date information regarding planning issues.

### **Land Use Element**

The Land Use Element guides County land use policy and insures that appropriate development takes place, with adequate provision of public services and utilities. Land use designations are specified, defined, and mapped in the Land Use Diagrams. The land use designations roughly correspond to the County's zoning districts. Public services and utilities are also addressed in the Land Use Element. Development in and around existing towns is encouraged, which is where most building permits are issued.

Potential impacts from new development are assessed under CEQA. Additional conditions of approval and mitigation may be required if deemed necessary to provide for issues such as screening, habitat conservation, parking, and noise-reduction, or otherwise address issues per the General Plan's direction. During 2015, the County processed and completed EIRs for the Adventure Trails project and the Renewable Energy General Plan Amendment. The County also embarked on Specific Plans for North Sierra Highway and communities in Southeast Inyo County. The REGPA provides for land use policy direction for renewable energy development in the County.

### **Economic Development Element**

The Economic Development Element works to support long-term efforts to improve economic conditions for all County residents, and addresses tourism, natural resources, and retail sales. Towards these ends, the County has continued to promote access to public lands and limit any new restrictions being planned. Promotions regarding Inyo County in major population centers elsewhere in the State (including at the State fair) are carried out. Filming opportunities are exploited, and several dramatic locations were featured in film, television, and other venues in 2015.

### **Housing Element**

The Housing Element works to provide housing for all of the community, and addresses the needs of specified populations. In 2014, the County updated the Housing Element, which was certified by HCD. Preliminary data indicate that in 2015 two new units were produced, and that construction began on a significant number of new units.

The County continues to work with service providers to provide for the needs of lower-income households, the disabled, and other special needs populations, per the direction provided in the Housing Element. The County is also working to update the Zoning Ordinance, which incorporates new State zoning requirements regarding housing.

## **Circulation Element**

The Circulation Element addresses a wide variety of topics, including roads, scenic highways, public transportation, bicycles and trails, railroads, aviation, canals, pipelines, and transmission cables. These planning programs prioritize improvement to achieve implementation measures for roadway repaving and reconstruction projects.

As discussed previously, projects are reviewed to minimize impacts, provide for parking, reduce vehicle trips, and optimize transportation access. Continuing improvement in telecommunications infrastructure provides opportunities for telecommuting and economic development, and Digital 395 provides an excellent opportunity for telecommunications enhancements locally. The County continues to work with Caltrans regarding the Olancho-Cartago Four-Lane project. Several major road projects were worked on during 2015, including Whitney Portal and Rock Creek roads. The Adventure Trails project works to provide access and encourage economic development. Viewshed issues along scenic highways are also addressed, as they may apply. The County continues to encourage the Forest Service and other federal agencies to address local concerns regarding appropriate motorized transport on federal lands and to otherwise maintain and improve access.

The County continues to work with and support ESTA to implement transit service throughout the County and beyond. The Short Range Transit Plan completed in 2009 and the Roles and Responsibilities Analysis started in 2010 implement the General Plan's direction to support and promote public transit and accessibility. In 2015, the County continued working on the Inyo County ATP, which includes bicycles, pedestrians, safe-routes-to-schools, and recreation trails. The RTP update was also completed in 2015.

The County worked with the City of Bishop, Caltrans, and other local stakeholders to implement the Collaborative Bikeways Plan, which was adopted in 2008. This project implements the Circulation Element's bicycle goals, policies, and implementation measures. As discussed above, the Inyo ATP includes a bicycle component. Continued coordination with LADWP, the Forest Service, and the BLM ensures appropriate trail maintenance and access to public lands.

The County continues its planning efforts to improve the Bishop airport, and continued implementation of a planning grant for the airport in 2015. The County is working on improving other airports in its jurisdiction by seeking grant funds and coordinating with Caltrans and the Federal Aviation Administration.

The County has been involved in planning activities for utility transmission and distribution systems passing through it through the DRECP, REGPA, OVSES, and other planning efforts. The County continues to work with telecommunication providers to improve wireless communication systems, and is encouraging development of the broadband service.

## **Conservation/Open Space Element**

The Conservation and Open Space Element works to provide for resource management, open space for recreation, and park development. Inyo County's Element includes sections on soils, agriculture, minerals and energy, water, biology, cultural (i.e., archaeology), visual, and recreation.

The County continues its programs to support agriculture and ranching. Mineral resource development is encouraged, and the County reviews projects to ensure compliance with SMARA and other regulations. As discussed above, the Planning Commission continues its work providing oversight for reclamation plans, and staff inspected approximately 100 mines in 2015. The County is working with State and federal agencies to encourage appropriate mineral production.

The Environmental Health Department provides oversight and permitting for potable water and wastewater treatment systems in order to manage and improve water quality. Individual projects are reviewed to ensure that they do not adversely impact groundwater quality or quantity. Work on the LORP and other enhancement projects improve surface water quality through biological filtering. Water transfers are reviewed to minimize environmental and economic effects. Potential impacts on biological, cultural, and visual resources are analyzed for projects and programs through environmental review processes. Architectural Design review in Lone Pine is carried out to ensure compatibility. The County continues to work to improve its parks and provide access to federal lands. The REGPA provides for conservation policies for renewable energy development, and the OVSES identifies specific resources to be considered in the Owens Valley.

The County continued to participate in the Quadstate Local Government Authority. The County served on the Desert Tortoise Oversight Group, the Desert Managers Group, and the Desert Advisory Council as a way of providing a voice in regional planning initiatives and policy development.

## **Public Safety Element**

The Public Safety Element works to reduce hazards regarding air quality, floods, avalanches, wildfires, geology and seismicity, and noise. The County continues to cooperate with DWP to reduce dust from Owens Lake, and evaluates air quality issues for major discretionary projects. Building permits and other development proposals are reviewed for flooding, fire, avalanche, and faulting hazards. The County continued its work on a Hazard Mitigation Plan in 2015. The mitigation requirements developed and approved in the General Plan EIR are enforced in areas subject to avalanche hazards. FEMA Flood Maps for the County were updated in 2011 and are being used to evaluate whether projects are in potential flood zones. Noise issues are addressed through environmental review.

#### **IV. General Plan and Zoning Code Update**

The County comprehensively updated its General Plan on December 11, 2001. One of the follow-up actions was to update the County's Zoning Code per the direction provided in the General Plan. During the past several years staff has been working to update the Zoning Code and conducting workshops on proposed changes with both the Planning Commission and the Board of Supervisors. As a result of those changes to the Zoning Code, related changes to the General Plan are being considered to maintain consistency between the two documents.

During 2013, staff held numerous meetings with stakeholders and public workshops throughout the County to provide information, and receive input and feedback on the updated general plan and zoning code update. Results of the stakeholder and public outreach were presented to the Planning Commission in late 2013 and to the Board of Supervisors in early 2014. Staff is incorporating the results of public outreach, as well as comments from the Planning Commission and Board of Supervisors, and working to conduct environmental review in 2016.

#### **V. Conclusion**

The General Plan is the County's constitution and guiding vision. Due to the world's ever-changing nature, upkeep and maintenance of the General Plan is a continuous process. The County implements the General Plan's vision on a day-to-day basis in its many planning projects, and strives to include the public in the decision-making process.

The County provided leadership and participated in many planning activities in 2015, as identified in this report. It continued its project review responsibilities to further the General Plan's goals, policies, programs, and implementation measures. Updates to remainder of the General Plan and the zoning ordinance are expected to move forward in 2016.

## Appendix A

### Government Code Section 65400

- (a) After the legislative body has adopted all or part of a general plan, the planning agency shall do both of the following:
  - (1) Investigate and make recommendations to the legislative body regarding reasonable and practical means for implementing the general plan or element of the general plan, so that it will serve as an effective guide for orderly growth and development, preservation and conservation of open-space land and natural resources, and the efficient expenditure of public funds relating to the subjects addressed in the general plan.
  - (2) Provide by April 1 of each year an annual report to the legislative body, the Office of Planning and Research, and the Department of Housing and Community Development that includes all of the following:
    - (A) The status of the plan and progress in its implementation.
    - (B) The progress in meeting its share of regional housing needs determined pursuant to Section 65584 and local efforts to remove governmental constraints to the maintenance, improvement, and development of housing pursuant to paragraph (3) of subdivision (c) of Section 65583. The housing element portion of the annual report, as required by this paragraph, shall be prepared through the use of forms and definitions adopted by the Department of Housing and Community Development pursuant to the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2). Prior to and after adoption of the forms, the housing element portion of the annual report shall include a section that describes the actions taken by the local government towards completion of the programs and status of the local government's compliance with the deadlines in its housing element. That report shall be considered at an annual public meeting before the legislative body where members of the public shall be allowed to provide oral testimony and written comments.
    - (C) The degree to which its approved general plan complies with the guidelines developed and adopted pursuant to Section 65040.2 and the date of the last revision to the general plan.
- (b) If a court finds, upon a motion to that effect, that a city, county, or city and county failed to submit, within 60 days of the deadline established in this section, the housing element portion of the report required pursuant to subparagraph (B) of

paragraph (2) of subdivision (a) that substantially complies with the requirements of this section, the court shall issue an order or judgment compelling compliance with this section within 60 days. If the city, county, or city and county fails to comply with the court's order within 60 days, the plaintiff or petitioner may move for sanctions, and the court may, upon that motion, grant appropriate sanctions. The court shall retain jurisdiction to ensure that its order or judgment is carried out. If the court determines that its order or judgment is not carried out within 60 days, the court may issue further orders as provided by law to ensure that the purposes and policies of this section are fulfilled. This subdivision applies to proceedings initiated on or after the first day of October following the adoption of forms and definitions by the Department of Housing and Community Development pursuant to paragraph (2) of subdivision (a), but no sooner than six months following that adoption.

## **Appendix B**

Draft Housing and Community Development Department Annual Element Progress Report Forms – to be included later.



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

For Clerk's Use Only:  
**AGENDA NUMBER**

22

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

**FROM:** Planning Department

**FOR THE BOARD MEETING OF:** March 15, 2016

**SUBJECT:** Inyo National Forest Plan Update

**RECOMMENDATION:** Receive a presentation from staff about coordination with Forest Service staff regarding the Inyo National Forest Plan Update/Revision and provide input.

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

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

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

<b><u>APPROVALS</u></b>	
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: 3/9/16

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



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

For Clerk's Use Only: AGENDA NUMBER  23
--

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

**FROM: Water Department**

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

**SUBJECT: Consideration of a resolution in support of revising the boundary of the Owens Valley Groundwater Basin**

**DEPARTMENTAL RECOMMENDATION:**

Water Department requests your Board hear a staff report on a recommended change to the boundary of the Owens Valley Groundwater Basin, and consider a resolution supporting such.

**SUMMARY DISCUSSION:**

Groundwater basin boundaries throughout California are established based on the extent of alluvial aquifers, and are described in the California Department of Water Resources (DWR) Bulletin 118. Recently the boundaries of basins described in Bulletin 118 have taken on greater significance with the passage of the Sustainable Groundwater Management Act of 2014 (SGMA). SGMA makes certain basins subject to new groundwater regulations based on priorities assigned to the basins by DWR (e.g., very low priority, low priority, medium priority, or high priority). These priorities, in turn, are determined using a number of factors including population, projected population growth, number of wells, number of public supply wells, irrigated acreage, reliance on groundwater and impacts due to groundwater extraction. The Owens Valley Groundwater Basin, as currently delineated in Bulletin 118, encompasses large areas within both Inyo and Mono Counties, and has been identified by DWR as a medium priority basin making it one of the basins subject to regulation under the SGMA. The map accompanying the attached Board resolution (Attachment 1) shows the boundaries of the Owens Valley Groundwater Basin.

SGMA provides that local entities may seek modifications to the groundwater basin boundaries set forth in Bulletin 118 based on either hydrogeologic or jurisdictional justifications. The California Water Commission has adopted regulations laying out a framework by which local agencies may request these revisions. DWR is accepting requests from local agencies for boundary revisions until March 31, 2016. In 2017, DWR will publish an interim update to Bulletin 118 with any boundary revisions approved by DWR. Basins will then be re-prioritized by DWR based on the revised boundaries.

To manage groundwater on a sound hydrogeologic basis with a minimum of jurisdictional obstacles, staff from Inyo County, Mono County, and the Tri Valley Groundwater Management District are considering seeking a revision to the boundaries of the Owens Valley Groundwater Basin that would divide the existing basin into two subbasins, one comprising Benton, Hammil, and Chalfant Valleys (the Tri-Valley Subbasin), and one comprising the Owens Valley (the Owens Valley subbasin). The boundary between the two subbasins is proposed to correspond to the Inyo-Mono County line between Chalfant Valley and Laws (see map with Attachment 1).

The scientific basis of this request is the presence of a partial barrier to groundwater flow between Chalfant Valley and Owens Valley that results in groundwater being shunted to the west and discharging at springs

and wetlands at Fish Slough, with relatively little groundwater flow from the Tri Valleys region into Owens Valley. The evidence for the groundwater barrier is geophysical (a gravity anomaly indicative of a bedrock barrier in the alluvial basin fill), geological (a fault that diverts groundwater from the Hammil Valley area into springs and wetlands at Fish Slough), and hydrological (groundwater discharge at Fish Slough and regional groundwater modeling indicating relatively low groundwater flux from the Tri Valley region into Owens Valley).

The proposed boundary between the subbasins aligns with the Inyo/Mono county line because that is the location of the subsurface bedrock groundwater barrier, and dividing the basin along jurisdictional lines facilitates formation of groundwater sustainability agencies. This boundary modification would support sustainable management of the basins by compartmentalizing the basin into more natural water budget units. Previous studies have generally treated the Tri Valley region and the Owens Valley separately. The proposed boundary change would align the basin boundaries with customary hydrologic practice, which will facilitate preparation of groundwater budgets.

SGMA has certain jurisdictional provisions specific to the Owens Valley Groundwater Basin. In the Mono County portion of the basin, the Mono County Tri Valley Groundwater Management District is deemed the exclusive local agency within its boundaries, and therefore would be the GSA for the Mono County portion of the basin unless the District decides to forego that role. In the Inyo County portion of the basin, SGMA provides that *"Any groundwater basin or portion of a groundwater basin in Inyo County managed pursuant to the terms of the stipulated judgement in City of Los Angeles v. Board of Supervisors of the County of Inyo, et al. (Inyo County Case No. 12908) shall be treated as an adjudicated area pursuant to [SGMA]"* (CWC 10720.8 (c)). Although SGMA does not require adjudicated areas to form GSAs and develop and implement GSPs, the parties to the adjudication are required to annually report to the State groundwater elevations, groundwater extraction, surface water used for recharge, total water use, change in groundwater storage, and annual report(s) to the court. Since the adjudication applies only to a portion of Owens Valley, GSA formation and GSP preparation are applicable to the non-adjudicated lands in the Inyo County portion of the basin.

An extensive outreach program has been undertaken including mailings, public notices, and public meetings to inform citizens, affected agencies, water systems, tribes, and organizations of the proposed modification and solicit their input. The proposed request has been presented and discussed at public meetings in Bishop, Benton, and Chalfant Valley, at Board meetings in Mono and Inyo Counties, at Tri Valley Groundwater Management District meetings, and at Inyo County Water Commission meetings. At the time of the staff report deadline, one comment letter has been received and staff has provided the commenter with a written response (Attachments 2 and 3).

The State's regulations for making basin boundary modification requests require extensive material to be submitted to DWR through a web-based data upload tool. Required submittals include designation of a requesting agency, a request manager, the type of revision being requested, a resolution from the requesting agency initiating the request process, related maps, basin descriptions, listings of affected local agencies, information related to consultations with affected or interested agencies, public meeting summaries, comments received and responses, a hydrogeologic conceptual model, and a technical report relating to the request. Staff has already begun uploading the required material to the DWR web site, which can be viewed at <http://sgma.water.ca.gov/basinmod/basinrequest/preview/6>. The request does

not become active until all of the required material is uploaded and the request submitted via the web site. Once the request has been formally submitted to DWR, a 30-day public comment period begins, and DWR will make recommendations to the California Water Commission which will then make final determinations. Any approved basin boundary modifications will be included in the next revision of Bulletin 118.

Further information on SGMA is available on the California Department of Water Resources groundwater website: <http://www.water.ca.gov/groundwater/>.

**ALTERNATIVES:**

Decide to not seek a modification to the boundaries of the Owens Valley Groundwater Basin.

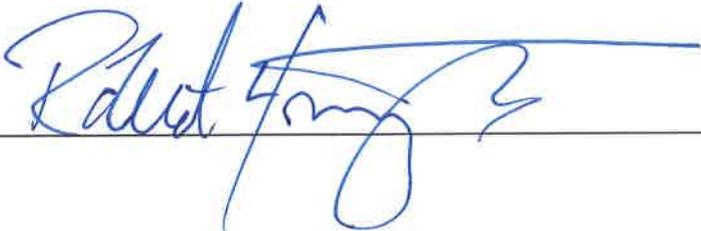
**OTHER AGENCY INVOLVEMENT:**

State Department of Water Resources, Mono County, Tri Valley Groundwater Management District

**FINANCING:**

N/A

<b><u>APPROVALS</u></b>	
COUNTY COUNSEL:  <b>N/A</b>	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:  <b>N/A</b>	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:  <b>N/A</b>	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:**  Date: 3/3/2016  
(Not to be signed until all approvals are received)

**RESOLUTION NO. 2016-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
COUNTY OF INYO, STATE OF CALIFORNIA, IN SUPPORT  
OF REVISING THE BOUNDARY  
OF THE OWENS VALLEY GROUNDWATER BASIN**

**WHEREAS**, the Sustainable Groundwater Management Act of 2014 (SGMA or the “Act”) provides for the sustainable management of groundwater in California through the designation of groundwater sustainability agencies (GSAs) and the adoption of groundwater sustainability plans (GSPs) for specified groundwater basins delineated in Bulletin 118 of the Department of Water Resources; and

**WHEREAS**, SGMA provides an opportunity for local agencies to request modification of the boundaries of a groundwater basin previously delineated in Bulletin 118 for either jurisdictional or scientific reasons where such modification would support the sustainable management of groundwater within the modified basin(s); and

**WHEREAS**, Inyo County is a local agency under SGMA eligible to serve as the GSA for those portions of the Bulletin 118-delineated Owens Valley Groundwater Basin located within its jurisdictional boundaries which are not governed by the stipulated judgement in City of Los Angeles v. Board of Supervisors of the County of Inyo, et al. (Inyo County Case No.12908); and

**WHEREAS**, a diagram depicting the existing Owens Valley Groundwater Basin as delineated in Bulletin 118 and the requested modifications thereto is attached to this Resolution as Exhibit “A” and incorporated herein by this reference; and

**WHEREAS**, Inyo County and the Tri Valley Groundwater Management District (TVGMD) of Mono County have identified and presented hydrogeologic information developed since the original delineation of the Owens Valley Groundwater Basin in Bulletin 118 indicating that the Basin contains a geologic barrier restricting the flow of groundwater between the Tri-Valley region and Owens Valley, and have proposed a basin boundary modification consistent with that information in order to further the sustainable management of the groundwater resource and more accurately reflect the state of scientific knowledge; and

**WHEREAS**, such information consists of studies conducted by the United States Geological Survey, the California Department of Fish and Wildlife, the Bureau of Land Management, the County of Mono, the County of Inyo, and the Los Angeles Department of Water and Power; and

**WHEREAS**, the TVGMD and Inyo County have conducted extensive public outreach regarding the proposed basin boundary adjustment, including mailing informational and meeting notices with requests for input to affected agencies, water systems, Native American Tribes, federal land and resource management agencies, members of the public, and other interested parties; and

**WHEREAS**, on February 22 and February 29, 2016, noticed community meetings were held in the Chalfant and Benton areas of Mono County, respectively, and on December 9, 2015 a noticed public meeting was held in Bishop in Inyo County to discuss the proposed boundary modification and receive input; and

**WHEREAS**, on August 18, 2015 the Board of Supervisors of the County of Inyo discussed and heard public comment on the proposed basin boundary adjustment, and on September 23, 2015 and January 27, 2016 the Water Commission of the County of Inyo discussed and heard public comment on the proposed basin boundary adjustment; and

**WHEREAS**, on January 27, 2016 the Water Commission of the County of Inyo recommended to the Board of Supervisors of the County of Inyo that the County seek the proposed basin boundary adjustment; and

**WHEREAS**, input was also invited and received through written comments submitted to the Inyo County Water Department; and

**WHEREAS**, input was received expressing support for sustainable groundwater management, concern for protection of groundwater dependent resources, inquiry into the nature of groundwater flow between the proposed groundwater subbasins; and questions concerning whether this request should be made on a jurisdictional basis or a scientific basis; and

**WHEREAS**, the modification of a delineated groundwater basin boundary for the purposes of achieving sustainable groundwater management under SGMA as proposed by TVGMD and Inyo County constitutes an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment and is therefore not a "project" under 15738 of the CEQA guidelines and section 21065 of the Public Resources Code;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Inyo that for the reasons set forth herein, the County of Inyo requests a scientifically-based internal revision to the boundary of the Owens Valley Groundwater Basin as depicted in Exhibit "A" attached hereto, and authorizes staff to submit the required information in support of this request to the California Department of Water Resources.

**PASSED AND ADOPTED** by the Board of Supervisors of the County of Inyo, State of California, this \_\_th day of December, 2015, by the following role call vote:

AYES:

NOES:

ABSTAIN:

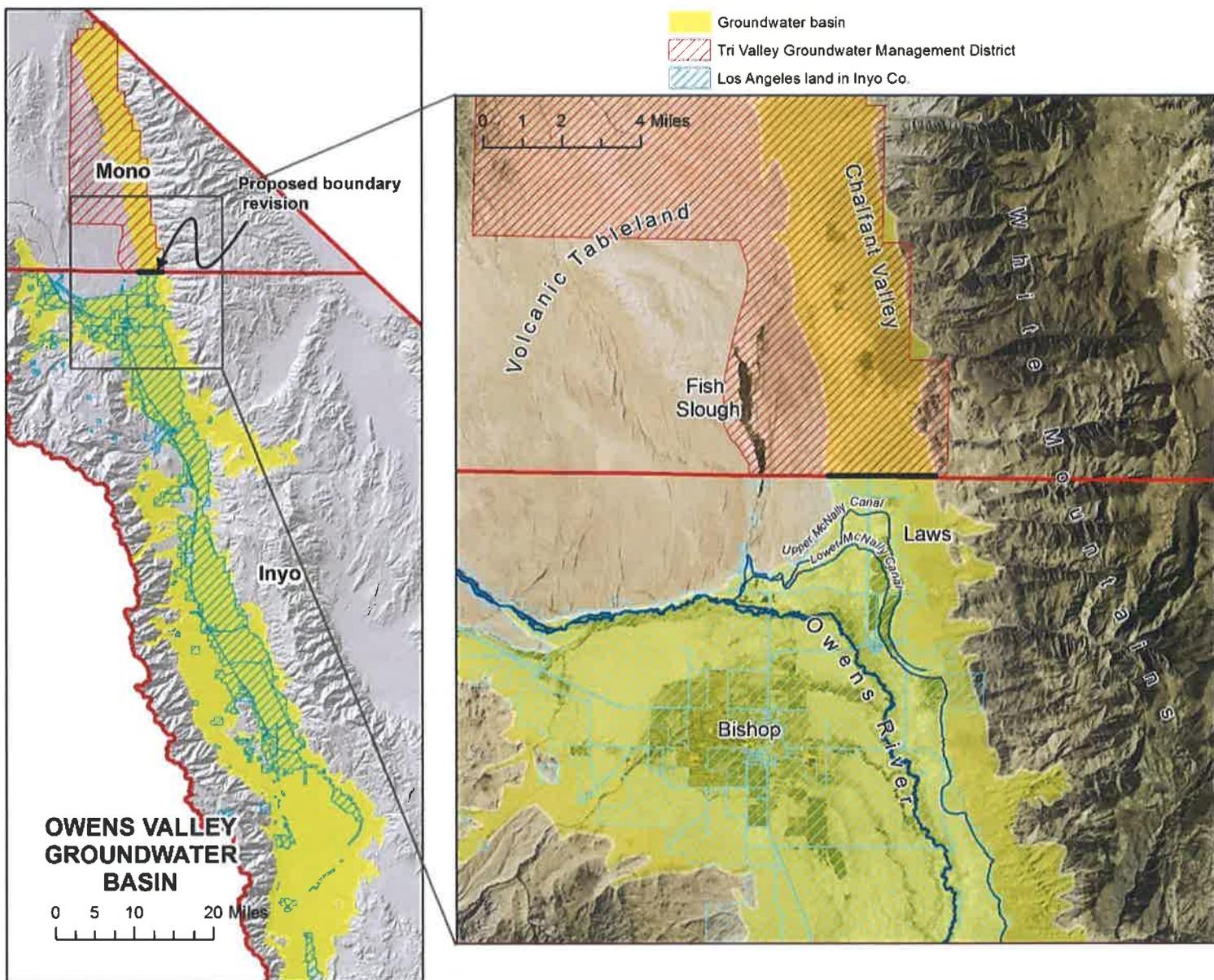
ABSENT:

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

ATTEST: Kevin D. Carunchio  
Clerk of the Board

By: \_\_\_\_\_  
Patricia Gunsolley, Assistant

Exhibit A



P. O. Box 77  
Bishop, CA 93515  
January 14, 2016



Robert Harrington, Ph.D.  
Inyo County Water Department  
P.O. Box 337  
135 South Jackson St  
Independence, California, 93526

Dear Bob:

Below please find comments on behalf of the Owens Valley Committee regarding proposed changes to the Owens Groundwater Basin under SGMA. Per your statements at the meeting of December 9, 2015 I understand these will be forwarded to the Department of Water Resources along with the application for the boundary changes.

### **Comments on proposed modification to Owens Valley Groundwater Basin boundaries**

#### **Comment 1**

The proposal to decouple Mono County portions of the Owens Basin from Inyo County portions of the basin following the “scientifically based” modification process is not justified because all existing scientific data suggest Owens Basin does, in fact, extend far up into Mono County as currently mapped. If anything, basin boundaries should be modified to include more of Mono County i.e. Fish Slough (see comment 2) rather than arbitrarily dividing the basin along county lines. Even proponents of de-coupling admit that scientific data show Owens Basin extends into Mono County as currently mapped.

The “scientific” argument for de-coupling seems to be that because the flow from Mono County into Inyo County may not be as great as previously thought, the basin boundary should be moved to the county line. However, this is a *jurisdictional* argument, not a science-based argument. Proponents admitted at the 12/9/15 public meeting that they thought it would be easier to follow the scientifically based modification process than to go through the jurisdictionally based boundary modification process even as they admitted the areas to be de-coupled are part of the same basin. This makes a joke of the intent of the boundary modification procedures. If an obvious jurisdictional decision can masquerade as a science-based decision, what is the point of having separate science-based and jurisdictionally-based paths for making boundary changes?

The desire for the de-coupling seems to arise from a combination of fear on the part of Tri-Valley Groundwater Management District (in Mono County) of losing its autonomy and desire on the part of the Inyo County Water Department to avoid the complications of multi-county management. Whatever their merits, these are jurisdictional, not science-based concerns.

Furthermore, it was disclosed at the 12/9/15 meeting that the Tri-Valley’s budget is currently so small it is unable to gather even minimal data about groundwater withdrawals in its area. It is entirely possible that remaining part of a larger SGMA management unit i.e. non-DWP portions of

Owens Basin, would make it easier for Tri-Valley to secure increased funding, thus allowing it for the first time to start gathering basic data about current management practices. This is an important argument for keeping the groundwater basin boundaries intact and this argument that was not discussed at the 12/9/15 meeting.

## **Comment 2**

The proposed de-coupling of Tri-Valley from the rest of Owens Basin by a division along the Inyo-Mono county line diverts attention from what should be a much greater concern: management of Fish Slough area. This is part of Owens Basin by any rational definition and has springs and shallow groundwater that drain to Owens River. However, it currently is not assigned to *any* groundwater basin under SGMA. This is a serious omission from SGMA because: 1) Fish Slough has the highest concentration of sensitive species in the entire Owens Basin (including two Federally listed species); 2) the portion of Fish Slough owned by BLM is an Area of Critical Environmental Concern; 3) data presented at the 12/9/15 meeting show Fish Slough is already suffering a long term water table decline; and 4) existing research shows one of the federally listed species there to be very sensitive to water table change. Current management is failing and SGMA may offer an opportunity for some relief.

The Inyo County Water Department asserted at the 12/9/15 meeting that groundwater from Tri-Valley flows to Fish Slough as well as to the Laws area in Owens Basin. If this is correct, it strengthens the case that Fish Slough should be included in whatever groundwater basin Tri-Valley and Laws are in, which is to say, Owens Basin. Because there is already a threat to Fish Slough from proposed pumping of DWP wells (385 & 386) in Owens Basin, there is a strong jurisdictional reason, as well as scientific justification for expanding Owens Basin boundary to include Fish Slough.

## **Conclusions**

Scientific data argue not for dividing Owens Basin along the Inyo-Mono line, but, instead, for expanding the boundaries of Owens Basin to include Fish Slough, which has been, inexplicably, omitted from any circumscribed groundwater basin.

Arguments for modifying the Owens Basin boundary to coincide with the Inyo-Mono county line are jurisdictionally-based. Proponents should follow the jurisdictionally-based process – not the scientifically-based process -- if they wish to make this boundary modification. However, as noted above, no evidence has been presented that this modification would increase the likelihood of sustainable groundwater management, the goal of SGMA. To the contrary, it is entirely possible it would *decrease* the likelihood of sustainable management by perpetuating the status quo, in which the Tri-Valley Management Agency has no budget to implement sustainable management practices and Fish Slough gradually dries up.

Thank you for considering these comments.

Sincerely,  
Daniel Pritchett  
Owens Valley Committee



(760) 878-0001  
FAX: (760) 878-2552

EMAIL: [mail@inyowater.org](mailto:mail@inyowater.org)  
WEB: <http://www.inyowater.org>

P.O. Box 337  
135 South Jackson Street  
Independence, CA 93526

**COUNTY OF INYO  
WATER DEPARTMENT**

March 1, 2016

Mary Roper, President, Owens Valley Committee  
Daniel Pritchett, Board Member, Owens Valley Committee  
P.O. Box 77  
Bishop, California 93515

Dear Ms. Roper and Mr. Pritchett:

Thank you for your comments regarding the proposal to modify the boundaries of the Owens Valley Groundwater Basin. Your comments are two-fold: (1) you assert that the requested boundary revision should be submitted on a jurisdictional basis, not a scientific basis; and (2) you assert that more attention should be devoted to the sustainability of Fish Slough.

First, concerning the question of whether this request should be made on a jurisdictional or scientific basis, there is a sound scientific basis for the proposed request. USGS studies have presented geophysical evidence for the presence of a block of bedrock that impedes groundwater flow from Chalfant Valley to Laws. Instead of flowing southward to Laws, groundwater in this area is deflected to the southwest where it emerges in springs and wetlands at Fish Slough. The location of the proposed boundary revision is not arbitrary – it corresponds to the location of the bedrock block. This location also corresponds to the Inyo County/Mono County boundary. Separating the basin at the county line has the jurisdictional merit of separating the Tri Valley Groundwater Management District's jurisdiction from Inyo County's jurisdiction. You characterize the proposal as a jurisdictionally-based request "masquerading" as a scientifically based request. A more fair and accurate characterization is that this request has both scientific and jurisdictional merits, and could have been submitted on either basis. We opted for a scientifically-based request because we believe that Bulletin 118 is fundamentally a technical document describing the hydrogeology of California's groundwater basins, and scientifically-based boundaries are more harmonious with the purpose of Bulletin 118. Also, ultimately, groundwater sustainability requires a solid scientific underpinning, and using a scientific basis whenever possible to support SGMA activities is preferable to jurisdictional considerations.

Second, you assert that the proposed request diverts attention from management of Fish Slough. The proposed request has actually done the opposite. Since consideration of this request began, Fish Slough and its relation to the regional groundwater flow system has been widely discussed at public meetings, and all parties are in agreement concerning the importance of Fish Slough and

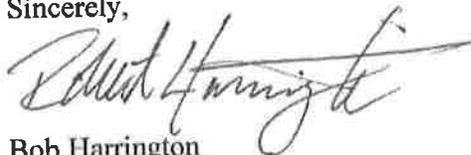
its sensitivity to groundwater availability. The conceptual model for the Owens Valley Groundwater Basin that we have submitted to the DWR website, along with numerous supporting documents from other agencies, discusses the hydrogeology of Fish Slough at length.

SGMA provides a number of authorities to Groundwater Sustainability Agencies to implement sustainable groundwater management, including the authority to require reporting of groundwater extraction, regulate groundwater extraction, limit well construction, and manage groundwater recharge. Given Fish Slough's status as a federally designated Area of Critical Environmental Concern, none of these activities will occur at Fish Slough, so it is not necessary for Fish Slough to be included within the basin boundary.

Finally, your assertion that the basin boundary request "should follow the jurisdictionally-based process – not the scientifically-based process" is inconsistent with your concern for habitat condition and water availability at Fish Slough. The surest path to maintaining groundwater-dependent habitat at Fish Slough is through scientific understanding of the relationship between the groundwater flow system and such habitat, and inclusion of this understanding into groundwater management plans. This understanding is promoted by the extensive scientific material compiled to support this request.

Feel free to contact me at [bharrington@inyocounty.us](mailto:bharrington@inyocounty.us) or (7670) 878-0001 if you wish to discuss this further.

Sincerely,



Bob Harrington  
Water Director, Inyo County

Cc via e-mail: Stacey Simon, Mono County Counsel  
Brent Calloway, Mono County Planning



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

For Clerk's Use Only:  
AGENDA NUMBER

24

Consent    X Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for 1:30     Closed Session     Informational

FROM: Water Department

FOR THE BOARD MEETING OF March 15, 2016

SUBJECT: Inyo County/Los Angeles Standing Committee Meeting – March 31, 2016

**DEPARTMENTAL RECOMMENDATION:**

A meeting of the Inyo County/Los Angeles Standing Committee is scheduled for March 31, 2016 in Los Angeles, California. Pursuant to Resolution 99-43 and the Long-Term Water Agreement, your Board sets policy for the County's representatives to the Standing Committee. The Water Department requests your Board provide direction to the County's Standing Committee and Technical Group representatives.

**SUMMARY DISCUSSION:**

The Technical Group is scheduled to meet on March 16 in Independence at 2PM in the Water Department Conference Room. Among the topics that the Technical Group will discuss is the agenda for the March 31 Standing Committee meeting. The purpose of this agenda item is to provide an opportunity for your Board to give direction to staff regarding the Standing Committee agenda.

Unresolved issues from the most recent Standing Committee meeting (February 8, 2016):

- LADWP request for approval of a plan for reasonable reductions in irrigation water supply on Los Angeles owned lands and Enhancement/Mitigation projects should the drought continue.
- Request by Inyo County to formalize retention of some portion of water saved through water conservation on Owens Lake for use in Owens Valley, and request by Los Angeles for Inyo County Board resolutions supporting various LADWP activities on Owens Lake.

**OTHER AGENCY INVOLVEMENT:**

LADWP

**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.)

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

AUDITOR/CONTROLLER:  <b>N/A</b>	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:  <b>N/A</b>	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: 3/9/2016



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 25

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

**FROM:** County Administrator

**FOR THE BOARD MEETING OF:** March 15, 2016

**SUBJECT:** Proclamation Commemorating Kern County's 150<sup>th</sup> Anniversary

**DEPARTMENTAL RECOMMENDATION:** - Request Board A) approve the proclamation titled "Proclamation Board of Supervisors, County of Inyo, State of California Commemorating Kern County's 150th Anniversary;" and B) consider assigning a Board Member or other County representative to present the Proclamation during Kern's celebration on Tuesday, April 19<sup>th</sup>, in Havilah, the original County seat.

**SUMMARY DISCUSSION:** - Kern County is celebrating their 150<sup>th</sup> Anniversary on April 21, 2016. Kern County is planning to present Inyo County with a proclamation commemorating our 150<sup>th</sup> Anniversary and in a reciprocating gesture, staff is recommending Inyo County commemorate Kern's 150<sup>th</sup> Anniversary. The attached proclamation is submitted for your Board's consideration and approval. Additionally, staff is requesting your Board consider assigning a Board Member or other County representative to present the proclamation during Kern County's Anniversary celebration on Tuesday, April 19<sup>th</sup> in Havilah, the original County seat. .

**ALTERNATIVES:** Staff awaits your Board's direction.

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** There is no fiscal impact associated with this action, other than ancillary travel reimbursement as appropriate.

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

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

**PROCLAMATION  
BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA  
COMMEMORATING KERN COUNTY'S 150<sup>th</sup> ANNIVERSARY**

***WHEREAS***, the first European to set foot in what is now Kern County was Don Pedro Fages, Commander of the Spanish garrison at the Presidio of Los Angeles, who in 1772 travelled over the Tejon Pass, and proclaimed the wide valley that he saw below as "una Buena Vista" in his journal; and

***WHEREAS***, on April 21, 1866, the California Legislature established Kern County from portions of Tulare, Los Angeles and San Bernardino counties; and

***WHEREAS***, Inyo County, like Kern County, was officially established by the California State legislature in 1866; and

***WHEREAS***, Kern County, in the beginning, was distinguished by extensive mining operations in the mountains; and

***WHEREAS***, Inyo County and Kern County share a rich history of mining of gold, silver and other precious metals by pioneering settlers; and

***WHEREAS***, a portion of Kern County was transferred to Inyo County in 1872; and

***WHEREAS***, Inyo County and Kern County, share many attributes, including each being larger than several states; and together being larger than nine states, as well as being larger than the five smallest states combined; and

***WHEREAS***, Inyo County and Kern County have for decades enjoyed cordial and cooperative efforts including highway improvements and, most recently, the development of the Digital 395 Middle Mile Broadband Project bringing state of the art internet capabilities closer to homes and businesses along the Eastern Sierra; and

***WHEREAS***, Kern County is considered to be a country music hub, and is specifically known for the "Bakersfield Sound" where country and western music legends like Buck Owens, Merle Haggard, and Dwight Yokem honed their chops and distinct musical stylings; and

***WHEREAS***, Inyo County shares this western history with Kern County because many of the great western movies and television shows were filmed in Inyo County's Alabama Hills.

***NOW THEREFORE BE IT PROCLAIMED*** this 15<sup>th</sup> day of March, 2016, that the Inyo County Board of Supervisors, in recognition of the successful results of 150 years of collaboration between Inyo and Kern counties, is pleased and honored to commemorate and congratulate the citizens of Kern County on the occasion of Kern County's 150<sup>th</sup> Anniversary.

---

Chairperson, Inyo County Board of Supervisor



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
 26

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

**FROM:** Kevin D. Carunchio, County Administrator

**FOR THE BOARD MEETING** March 15, 2016

**SUBJECT:** Continuation of declaration of local emergency

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

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

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

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

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



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
27

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

**FROM:** Kevin D. Carunchio, County Administrator

**FOR THE BOARD MEETING OF** March 15, 2016

**SUBJECT:** Continuation of proclamation of local emergency

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

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

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

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

**DEPARTMENT HEAD SIGNATURE:**

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



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

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
28

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

**FROM:** Kevin D. Carunchio, County Administrator

**FOR THE BOARD MEETING OF** March 15, 2016

**SUBJECT:** Continuation of proclamation of local emergency

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

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

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

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

**DEPARTMENT HEAD SIGNATURE:**

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

Date: \_\_\_\_\_



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

For Clerk's Use Only: <b>AGENDA NUMBER</b>  29
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- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:            Recycling & Waste Management**

**FOR THE BOARD MEETING OF:    March 15, 2016**

**SUBJECT:        Update regarding Landfill Permitting Issues**

**DEPARTMENTAL RECOMMENDATION:**

Request your Board receive report regarding landfill permitting issues at Independence, Lone Pine and Bishop.

**SUMMARY DISCUSSION:**

In response to changes in utilization and operations it is necessary for the County to occasionally revise and update its operating permits with CalRecycle. For the past several years, the County has been processing permit revisions for the Lone Pine, Independence and Bishop landfills. Because of the unique circumstances whereby the County leases the property where the landfills are located, LADWP as landowner is required to approve any changes to the permits.

LADWP has raised objections to the County's permit revisions and has, thus far, not allowed the permit applications to be submitted to CalRecycle. As a result, the County is in violation of its current permits and a Notice of Violation has been issued by the Local Enforcement Agency.

A meeting has been scheduled later this week with County staff and LADWP to discuss the permit applications. The purpose of this workshop is to bring your Board up to date on the process, identify the issues and alert your Board to the possible consequences if the permit revisions are not approved by LADWP.

Attached is correspondence between LADWP and the department regarding the permit applications.

**ALTERNATIVES:**

At this time no action is recommended.

**FINANCING:**

There is no cost to the County at this time; however, if changes are required in operations there will be cost implications.

<b><u>APPROVALS</u></b>	
COUNTY COUNSEL:  N/A	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:  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:** Richard J. Benum Date: 3/9/16  
 (Not to be signed until all approvals are received)  
 (The Original plus 20 copies of this document are required)

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*

December 11, 2015

BY EMAIL AND U.S. MAIL

Mr. Kevin Carunchio  
County Administrator  
County of Inyo  
224 North Edwards Street  
Independence, CA 93526  
kcarunchio@inyocounty.us

Mr. Scott Eagan  
Integrated Waste Management  
County of Inyo  
785 North Main Street, Suite J  
Bishop, CA 93515-2471  
seagan@inyocounty.us

Dear Messrs. Carunchio and Eagan:

Re: Landfills and Transfer Stations Operated by Inyo County (County) on Los Angeles Department of Water and Power (LADWP) Land

I am writing regarding the County's continued failure to comply with the applicable laws and regulations in operating landfills and transfer stations on LADWP land. On November 4, 2015, the Inyo County Department of Environmental Health (the Local Enforcement Agency or "LEA") inspected Bishop Sunland Solid Waste Site, Lone Pine Landfill, and Independence Landfill (collectively, the Landfills). Thereafter, on November 17, 2015, LEA issued a notice of violation for the County's continuing violations of California Public Resources Code Section 44014(b), specifically its failure to comply with the net daily tonnage limits in its permits. LEA's inspection reports indicated that LEA also considered issuing a notice of violation for the County's continued failure to control litter at the Landfills.

The County's non-compliance with the terms of its permits violates provisions of its respective lease agreements with LADWP, including Section 9.2. LADWP understands that the County has proposed revising its permits to correct the net daily tonnage violations. However, unless and until LEA issues new permits, the County must operate within the limits of its current permits.

Additionally, as stated in LADWP's October 6, 2015, letter (attached), the County has not addressed the litter control issues at the Landfills and the Keeler and Big Pine Transfer Stations (Transfer Stations), and is violating Sections 23.2 and 23.3 of its lease agreements. LADWP has asked the County to develop a plan to address the ongoing

**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

Messrs. Carunchio and Eagan

Page 2

December 11, 2015

litter control issues originating from the Landfills and Transfer Stations onto neighboring LADWP land.

Finally, the County has not developed a plan to address illegal dumping on LADWP land, despite committing to do so over a year and a half ago. LADWP remains concerned that the County's reduction in operating hours at Independence and Lone Pine Landfills and the Transfer Stations has increased illegal dumping and litter on LADWP land. LADWP cannot agree to the reduced hours in the County's updated permit revision applications, absent the County implementing an acceptable illegal dumping and litter control plan.

In light of the foregoing, and pursuant to Section 9.2 of the lease agreements, LADWP requires the County to provide LADWP the following, in writing, no later than January 15, 2016:

1. Confirmation the County has corrected the net daily tonnage violations at each of its Landfills, and is complying with all applicable law and regulations at each of the Landfills and Transfer Stations;
2. A comprehensive plan for addressing the ongoing litter control issues at and around the County's Landfills and Transfer Stations; and
3. A comprehensive plan for addressing illegal dumping on LADWP land in the County.

If you have any questions regarding this request, please contact Mr. Don McGhie, Senior Real Estate Officer, at (760) 873-0248.

Sincerely,



James G. Yannotta  
Manager of Aqueduct

JGY:fj

Attachment

c: Mr. Marvin Moskowitz, LEA  
Mr. Don McGhie

Recycling / Waste Management  
Parks and Recreation  
Motor Pool



TEL. (760) 873-7191  
FAX. (760) 873-5599  
E-MAIL: rbenson@inyocounty.us

**COUNTY OF INYO**  
Administrative Services  
163 May Street  
Bishop, California 93514

January 28, 2016

Mr. James G. Yannotta  
Manager of Aqueduct  
Los Angeles Department of Water and Power  
300 Mandich St.  
Bishop, CA 93514

Re: Landfills and Transfer Stations Operated by Inyo County

This letter is in response to your correspondence dated December 11, 2015 to Kevin Carunchio and Scott Eagan regarding the status of landfills and transfer stations operated by Inyo County. Initially, we want to note that the circumstances associated with the development of water resources in the Owens Valley have led to a unique partnership between Inyo County and the Los Angeles Department of Water & Power. There exists a long history of cooperation between the organizations in addressing issues of common interest so that both entities can provide vital services to the public. Unfortunately, in terms of its content and implication, your letter seems to mark a departure from the cooperative partnership that has characterized historic relations between the City of Los Angeles and the County of Inyo relative to the provision of public services to residents and visitors to the Owens Valley.

From the County's perspective, many of the problems your letter ascribes to the County stem from the LADWP being nonresponsive to reasonable requests from the County, or the Department choosing to focus on issues that seem of little consequence. As illustrated on the attached timeline, relative to the current permit revision process, there have been numerous delays by LADWP. Ultimately, it is these delays that have resulted in the Notice of Violation. Additionally, we note, the leases at several County facilities have been in holdover since 2009, yet there is been little effort in the past on the part of LADWP to get the leases renewed. Lacking current leases is problematic for the County from a business operations standpoint.

The County is attempting to comply with state regulations regarding the operation of its landfills and transfer stations, and LADWP's actions or inactions have hindered that ability because of unreasonable delays. LADWP's lack of cooperation jeopardizes the County's ability to comply with the mandate in state law to provide waste disposal capacity for the county, including City of Los Angeles operations that occur here.

We believe that your letter concerning Notices of Violation skews the situation that has led to the Notice of Violation issued by the Local Enforcement Agency (LEA). The violation could have been avoided had LADWP been willing to work in closer partnership with the County. The only reason a Notice of Violation was issued is because LADWP has been nonresponsive to proactive and reasonable requests from the County. The County has consistently acted appropriately, only to be impeded by LADWP in our efforts to comply. We hope that this letter will generate a more cooperative dialogue in both the interests of the County and LADWP.

In addition to misrepresenting some of the circumstances leading to the Notice of Violation, your letter also raises issues completely unrelated to the Notice of Violation. In order to further respond to the issues raised in your December 11th letter, we will separately address each issue. I trust this satisfies the information for which your letter seeks responses.

#### Issue 1 - Bishop-Sunland Landfill Violation

Your letter demands that the County correct the net daily tonnage violations at each of its landfills. We ask you to note that during calendar year 2015, there have been no tonnage violations at the Bishop-Sunland landfill. The last tonnage exceedance was in August, 2014.

Most of the violations in 2014 and earlier were primarily because waste was located outside the landfill footprint and not tonnage violations. This issue was discovered in 2005 and is attributable to unfortunate inaccuracies in past mapping. The current permit application submitted to the LEA corrects the problem, and would seem to be something LADWP, as the landowner, could approve in a straightforward manner.

The final work on the permit application that would correct both the footprint issue and the tonnage problems was completed last June and since that time it has been awaiting approval by LADWP. The changes in the permit application to increase the daily tonnage limit and adjust the footprint boundaries have no impact whatsoever on any LADWP operation. As such, there is no rational reason for LADWP, as the landowner, to withhold approval of the permit application. However, since approval by LADWP has not been forthcoming, the LEA was compelled to issue the Notice of Violation to both the County and City of Los Angeles. We are as upset by this as you are. Had LADWP acted in a reasonable and timely manner and signed off on the application, no Notice of Violation would have been issued.

#### Issue 2 - Lone Pine Landfill and Independence Landfill Violations

We acknowledge that these landfills have occasionally exceeded their daily tonnages. This occurs since both are small facilities and receive material from waste haulers serving a large geographic area, including large, intermittent loads from LADWP crews. In order to properly serve the public, it has been determined that the common sense, practical solution is to revise the permit to allow for greater tonnages. The permit revision has been submitted to LADWP but, again, the Department has not acted in a timely manner to grant what should be a simple approval. Had LADWP acted in a reasonable and timely manner, no Notice of Violation would have been issued.

In this regard, your letter states that, rather than revising the permit, the County must comply with the tonnage limits at Lone Pine and Independence. This could be construed as LADWP attempting to micromanage the operations of the County's landfill, and interject itself into budget and policy decisions under the exclusive purview of the Inyo County Board of Supervisors. While your staff has expressed concerns about illegal dumping on LA-owned lands, if tonnage limits are not increased there seems that there are only two possible alternatives for the County, neither of which improve the situation.

The first alternative would be to divert trucks from waste haulers trying to access the Lone Pine and Independence landfills to the Bishop-Sunland landfill. This would significantly increase operational costs for the haulers which would have to be passed on to the citizens who use the landfills, as well as businesses including LADWP who contract for waste hauling services. Any increase in costs will discourage some citizens from utilizing legal waste disposal options at the landfills and may lead to increased illegal dumping. Therefore, it may also be in LADWP's best interests to approve the modest tonnage increases.

The second solution would be to close the landfills when they have reached the daily limit. This alternative could be especially problematic to LADWP relative to the potential increase acts of illegal dumping. When an individual has loaded a vehicle with trash and is turned away from a landfill there could be an irresponsible knee-jerk reaction to dump the waste illegally.

In essence, LADWP's demand to comply with existing tonnage limits could likely result in more illegal dumping, which is another concern professed in your letter. Furthermore, increasing the daily tonnage limit has no impact whatsoever on any LADWP operation. As such, there is no rational reason for LADWP to withhold approval for increasing the tonnage limits.

### Issue 3 - Litter Control

Litter control is a frustrating and difficult matter at almost every solid waste facility in the country; however, litter control is not a subject of the Notice of Violation. The strong, often unpredictable winds in the Owens Valley contribute to the problem. The County is committed to improving the situation and the Board of Supervisors is concerned about the issue. In an attempt to alleviate the problem, we have contracted with fire crews to assist in maintaining the sites, but given the severe fire season, their availability has been limited.

Recently, members of your staff as well as the County attended a meeting to discuss cleanup at former landfills on LADWP property. At that meeting, we expressed our willingness to work with LADWP and entertain suggestions for improving litter control. Although litter control is not the cause for issuing the Notice of Violation, controlling litter around the dump sites will remain a County priority—although realistically the problem will never be completely eradicated.

#### Issue 4 - Illegal Dumping on LA-owned Lands

This item has been discussed in the past; however, the County alone cannot solve the problem of illegal dumping on LADWP land. Illegal dumping is a problem throughout the County and the state. It has been an ongoing problem for all large landowners, and not specific to LADWP.

The County has taken a leadership role in attempting to address this problem. In 2014, the County organized a task force to address illegal dumping which included County departments and LADWP. The goal was to work jointly to find solutions and take action to reduce the problem. There was little interest shown by LADWP in working with the County and other stakeholders during task force meetings and, subsequently, the group was disbanded. The County is prepared to reinstate the task force or participate in a similar, cooperative effort.

Although it is not a matter for the County alone to solve, currently we are working on revisions to the County's ordinance that addresses illegal dumping. We are willing to continue to work with your staff to further develop and refine the County's illegal dumping ordinances for consideration by the Board of Supervisors. We are, however, looking for proposals that are enforceable and can be expected to actually improve the situation. No one should have unreasonable expectations. Given LADWP's vast landholdings, illegal dumping will likely remain a problem for the LADWP as it is for every large landholder in the state. In the end, all parties must be willing to acknowledge that catching and prosecuting those who dump illegally is a difficult task.

Additionally, with regard to illegal dumping, LADWP has consistently alleged that the reduction in the operating hours at the Independence and Lone Pine landfills would increase illegal dumping on LADWP property. The hours reduction occurred well over a year ago. Countywide, County agencies report that they have seen no increase in illegal dumping. If LADWP has additional information, we would be interested in seeing any documentation that illegal dumping has increased as a result of the change in operating hours. Moreover, if the hours were not reduced, fees would have had to be increased which could lead to the potential of increased illegal dumping.

In regard to the issuance of the Notice of Violation, what is especially troubling regarding is that this matter results from a lack of timely communication and cooperation from LADWP. The County has consistently submitted the required documentation to LADWP and, as demonstrated on the timeline below, at times there is absolutely no response from LADWP for months. This includes a 16 month delay (January 2013 to May 2014) to review an application for a permit revision for the Lone Pine and Independence landfills. In the meantime, the lack of responsiveness triggered action by the enforcement agency.

James Yannotta  
January 28, 2016  
Page 5

The resolution of this matter seems simple if LADWP can work with the County cooperatively and reasonably. The permit revisions requested by the County are straightforward. LADWP is certainly entitled to protect its interests; however, the requested permit revisions have absolutely no negative impact upon LADWP's operations and, arguably, would result in benefits to LADWP. As you know, the leases for some landfills expired several years ago. Instead of withholding approval of needed permit modifications, perhaps it would be a more constructive use of LADWP's resources to work on putting new leases in place, sooner than August 2016 as proposed by LADWP, especially since the lack of a lease may trigger even further scrutiny by the LEA.

We look forward to resolving this issue and look forward to meeting to discuss at any time.

Sincerely,

A handwritten signature in cursive script that reads "Richard J. Benson".

Richard J. Benson  
Assistant County Administrator

## CURRENT PERMIT SUBMISSION TIMELINE

### Lone Pine & Independence

September 13, 2011	Permit review package (SWFP, RDSI, PCPCMP) submitted to LADWP for review and signature.
October 14, 2011	Received comments from LADWP on permit review package.
December 22, 2011	Responses provided to LADWP addressing their comments on the permit review package and revised package submitted to LADWP for review and signature.
December 28, 2011	Submitted permit review package to CalRecycle for review.
January 25, 2012	Received signed SWFP application from LADWP for the permit review package.
January 31, 2012	Received completeness determination from CalRecycle on the PCPCMP.
February 6, 2012	Permit review package (SWFP, RDSI, PCPCMP) submitted to LEA and RWQCB for review.
March 5, 2012	Received completeness determination letter from the LEA on the permit review package.
May 7, 2012	Re-submit permit review package (SWFP, RDSI, PCPCMP) to CalRecycle for review.
May 29, 2012	Received 5-year permit review report from LEA with instructions to prepare and submit a permit revision package.
January 27, 2013	Permit revision package (SWFP, RDSI, PCPCMP) submitted to LADWP for review and signature.
May 28, 2014	Received signed SWFP application from LADWP for the permit revision package. <b>16 MONTHS TO REVIEW</b>
June 29, 2015	Submit revised permit revision package (SWFP, RDSI, PCPCMP) to LADWP for review and signature.
January 28, 2016	<b>NO RESPONSE</b>

### Bishop

October 29, 2012	Permit revision package (SWFP, RDSI, PCPCMP) submitted to LADWP for review and signature.
November 14, 2013	Received comments from LADWP on permit revision package. <b>12 MONTHS TO REVIEW</b>
December 27, 2013	Responses provided to LADWP addressing their comments on the permit revision package.
January 1, 2014	Received signed SWFP application from LADWP
June 29, 2015	Submit revised permit revision package (SWFP, RDSI, PCPCMP) to LADWP for review and signature.
January 28, 2016	<b>NO RESPONSE</b>



AGENDA REQUEST FORM  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER  
30

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

FROM: HEALTH & HUMAN SERVICES – Public Health and Prevention

FOR THE BOARD MEETING OF: March 15, 2016

SUBJECT: Update on Tobacco Control Program Activities

**DEPARTMENTAL RECOMMENDATION:**

Recommend the Board receive an update from the Health and Human Services Public Health and Prevention staff on Tobacco Control activities and accomplishments in 2015.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Inyo County Health and Human Services Department receives funding from the California Department of Public Health to implement local tobacco control objectives. The primary mission of the Tobacco Control Program is to inform and educate the general public on the dangers of tobacco use and abuse, to promote healthy lifestyles for individuals and families, and to decrease exposure to the hazards of secondhand smoke. In addition, the Tobacco Control Program attempts to create movement towards social norms change with organizations, businesses, and local governments. The program also has a goal of updating the general public on the topic of tobacco as a gateway drug and conducts prevention education to the community regarding alcohol, marijuana, and other drugs.

The tobacco control plan for Inyo County is developed and executed by prevention staff in the Health and Human Services Department. The current plan covers a three year period from 2014-2017. We are in the second year of this three year plan and would like to share accomplishments including youth coalition activities, community education and outreach activities, and adult tobacco coalition activities.

**ALTERNATIVES:**

Your Board could chose to receive an update on the tobacco control program at later date or in a different format.

**OTHER AGENCY INVOLVEMENT:**

Inyo County Superior Court, Inyo County Superintendent of Schools, Inyo County Wellness Center, Toiyabe Indian Health Project, Owens Valley Career Development Center, Bishop Union High School, and Lone Pine High School.

**FINANCING:**

State and Federal funding for the local Tobacco Control Education Program is \$150,000.00. Funds are brought into the Tobacco Prevention budget (640315) in State Grants (4498) as reported on the reimbursement requests submitted to the State. No County General Funds.

**APPROVALS**

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

**DEPARTMENT HEAD SIGNATURE:** Jean Turner Date: 2-24-16  
(Not to be signed until all approvals are received)

# ANNUAL TOBACCO PREVENTION UPDATE

Inyo County  
Health &  
Human  
Services,  
Public Health  
& Prevention



## SUMMARY OF CALIFORNIA TOBACCO CONTROL PROGRAM REQUIREMENTS

- Required to educate community members and foster community support for policy objectives
- Required during this contract period (2014-17) to choose a retail related objective
- Required to coordinate an adult coalition
- Required to complete activities and choose goals that are policy related
- Required to pick three objectives
- Required to conduct store surveys, key informant interviews, public opinion polls, and media event
- If activities are not completed, funding is taken away based on what is not accomplished

## FUNDING RESTRICTIONS CA TOBACCO CONTROL PROGRAM

- *Cannot* use funding to provide cessation services
- *Can* use funding to promote the statewide cessation helpline and support local cessation efforts with quit tobacco kits
- *Cannot* use funding for enforcement
- *Can* use funding for signage to support self-enforcement of a smoke-free policy

## SUMMARY OF ACTIVITIES ACCOMPLISHED IN CALENDAR YEAR 2015

- Coordinated 16 meetings of 2 youth coalitions, one in Bishop and one in Lone Pine, over the last year
- Supported multiple youth-led projects, including presentations to middle school students and projects addressing drinking and driving and other prevention topics
- Elevated the youth voice by assisting 2 youth leaders to speak at Board of Supervisors and Bishop City Council meetings
- Gave 11 presentations on effects of e-cigarettes and tobacco products to groups of middle and high school students



## ACTIVITIES CONTINUED

- Coordinated 6 meetings of adult tobacco prevention coalition to work on educating the community about e-cigarettes
- Coordinated 3 meetings of advisory committee to work on protecting people from secondhand smoke
- Provided 13 presentations to educate youth, parents, and general community on the health effects of e-cigarettes and tobacco products
- Created and shared local fact sheet on e-cigarettes and youth
- Presented information on the subject of secondhand smoke at 2 community events
- Conducted a survey about opinions on smoke-free places with 104 community members
- Will survey 33 stores in partnership with nutrition education programs to highlight the healthy items that are available

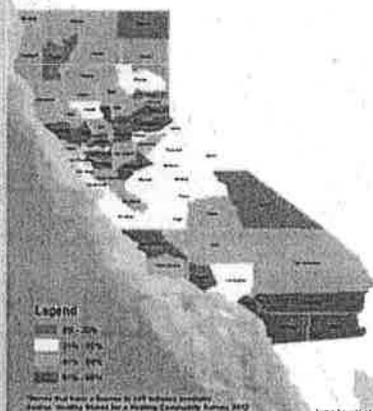
## FOCUS ON RETAIL AND FLAVORED TOBACCO PRODUCTS

According to a *Journal of Adolescent Health* article, 42.4% of high school students in the U.S. use some kind of flavored tobacco product.<sup>1</sup>

Flavored tobacco includes e-cigarettes, hookah tobacco, cigar, pipe tobacco or smokeless tobacco products, and menthol cigarettes.

7 out of 10 middle and high school students in the U.S. who currently use tobacco have used a flavored product.<sup>2</sup>

Percent of Stores Selling E-cigarettes in California



## STATE OF TOBACCO CONTROL GRADES <sup>3</sup>



Detail Tobacco Control Grade	F	E
<b>Total Points</b>	<b>0</b>	<b>0</b>
<b>Outdoor Tobacco Use</b>	<b>2</b>	<b>2</b>
Dining	0	0
Enclosures	0	0
Public Events	0	0
Recreational Areas	2	2
Service Areas	n/a	n/a
Stairwells	0	0
Workplaces	0	0
<b>Total Points</b>	<b>2</b>	<b>2</b>
<b>Non-smoking Buildings</b>	<b>0</b>	<b>0</b>
Non-smoking Apartments	0	0
Non-smoking Condominiums	0	0
Non-smoking Common Areas	n/a	0
Non-smoking Housing Authority	n/a	n/a
Other Points	0	0
<b>Prohibiting Sale of Tobacco Products</b>	<b>2</b>	<b>0</b>
Tobacco Retailer Licensing	0	0
<b>Total Points</b>	<b>0</b>	<b>0</b>
<b>Enforcing State &amp; Local Policies</b>	<b>0</b>	<b>0</b>
Emerging Products Definition - Restriction of Sale	0	0
Emerging Products Definition - Licensing	0	0
Smaller Location Restrictions	0	0
Labeling of Tobacco Products	0	0
Use of Tobacco Products in Pharmacies	0	0
Flavored Tobacco Products	0	0
Minimum Pack Size of Cigarettes	0	0
<b>Total Points</b>	<b>0</b>	<b>0</b>

- Small counties with few jurisdictions are at a disadvantage
- Grades are based on 3 areas of tobacco control only – outdoor air, housing, and retail
- Grades are based on county and city policies only, not voluntary
- Examples of Inyo County voluntary smoke-free policies
  - Northern Inyo Hospital tobacco-free campus
  - IMACA smoke-free housing
  - Tri-County Fair Smoke-free Day and areas
  - Some hotels
  - Some outdoor dining

## OTHER COUNTY POLICY EXAMPLES <sup>4</sup>

- **5 counties** meet Gold Standard, meaning all county buildings policy campus wide and including e-cigarettes
  - Including Napa, Solano, Sonoma
- **8 counties** have Health & Human Services or Health Department only campus wide policy including e-cigarettes
  - Including Colusa, Lake, Sutter
- **21 counties** included e-cigarettes in some manner

## OTHER SMALL JURISDICTION POLICY EXAMPLES <sup>5</sup>

- **Alpine County** – prohibited vaping everywhere smoking is
- **Lake County** – HHS 100% smoke-free including e-cigs
- **Shasta County** – banned electronic smoking in businesses, county buildings
- **City of Arcata** – included e-cigs in existing policy, everywhere State law regulates and additional non-workplace areas. Smoke includes “tobacco smoke, electronic vapors, and marijuana smoke.”
- **City of Eureka** – included “operating electronic cigarette” in definition of smoking
- **Town of Mammoth Lakes** – Included e-cig in smoke-free ordinance, which includes town parks
- **City of Turlock** – prohibited tobacco, including vapor related products, in all public parks, facilities, and parking lots
- **City of Patterson** – added e-cigs to recreational area policy
- **City of Hughson** – amended smoking pollution chapter to include e-cigs and hookah pipes and added recreational areas

## REFERENCES

1. Flavored-Little-Cigar and Flavored-Cigarette Use Among U.S. Middle and High School Students, *Journal of Adolescent Health*.
2. Flavored Tobacco Product Use Among Middle and High School Students – United States, 2014, *MMWR*, CDC.
3. State of Tobacco Control Report, 2016, American Lung Association In California.
4. CTCP Tobacco/Nicotine Free Policies Affecting County Buildings & Campuses, 2016.
5. E-Cig Survey, 2014, California Tobacco Control Project Directors' Association.



# COUNTY OF INYO

ADMINISTRATOR'S OFFICE

KEVIN D. CARUNCHIO  
COUNTY ADMINISTRATIVE OFFICER



**DATE:** March 15, 2016

**TO:** Board of Supervisors  
**cc:** Chief Probation Officer

**FROM:** County Administrator

**SUBJECT:** Status of Reports from Chief Probation Officer Juvenile Hall Special Purpose Facility Designation, and 72-hour Hold Facility option

On February 23, 2016, your Board took adopted a Juvenile Services Transition Plan which, in part required the following actions:

2. The Probation department is directed to research and prepare a report to the Board of Supervisors, no later than March 15, 2016, describing the requirements and steps necessary to operate the Juvenile Hall as a "special purpose facility" (aka "weekend-only" facility) by July 1, 2016, including a draft of any necessary notifications or applications for consideration by the Board of Supervisors.
3. In conjunction with preparing the "special purpose facility" report and notice or application requested above, the Probation department is directed to prepare, with review from the Inyo County Personnel Office and Budget Office, a report to the Board of Supervisors, by March 15, 2016, describing options for providing 72-hour detention placement that can be implemented July 1, 2016; including but not limited to contracting with neighboring counties, using an on-call system to utilize the Juvenile Hall, or a modified in-county holding facility.

Last week, as part of Department Reports and a report on other juvenile services initiatives, the Chief Probation Officer provided your Board an oral update regarding the work being undertaken by himself and Probation department staff to prepare the subject reports.

Since last week, the Chief probation Officer has prepared draft preliminary reports. However, I recommended the Chief defer presenting the reports until your April 5<sup>th</sup> Board meeting to allow time to further refinement; including any additional information that may be provided from the BSCC regarding State requirements for possibly transitioning the Juvenile Hall to a special purpose facility.

As it was my decision to request the reports be deferred until April 5<sup>th</sup>, the deadlines embodied in the February 25<sup>th</sup> Board Order on this subject should be considered honored.