Agenda

County of Inyo
Board of Supervisors

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

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

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

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

August 16, 2016

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

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.** Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9. (one case)

3. ***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION.*** (Paragraph (1) of subdivision (d) of Government Code Section 54956.9). *Native American Heritage Commission v. Inyo County Planning Department and Inyo County Board of Supervisors,* Inyo County Superior Court Case No. SICVPT 1557557. (Munro Petition for Writ of Mandate)

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)*

8. ***INTRODUCTIONS:***

   The following employees will be introduced to the Board: Cindy Reeves, Office Clerk II, Motor Pool; and Robert Lee Sunman; Equipment Operator I, Integrated Waste Management.

CONSENT AGENDA (Approval recommended by the County Administrator)

CORONER

9. Request Board approve the contract between the County of Inyo and John Thatcher Bright for personal services for the term of August 16, 2016 through December 31, 2019, for a total contract amount not to exceed $45,000, contingent upon the adoption of future budgets, and authorize the Chairperson to sign.

COUNTY ADMINISTRATOR/SHERIFF'S DEPARTMENT

10. ***Emergency Services*** – Request Board: A) approve the submittal of the 2016 Homeland Security Grant Program grant application; and B) direct the County Administrator, as the Director of Emergency Services and the Authorized Agent as designated with Governing Body Resolution 2016-28, to sign the grant application and accompanying documents as well as execute any actions necessary to obtain the Fiscal Year 2016 Homeland Security Grant Program Grant and related federal financial assistance by the Department of Homeland Security through the State of California.

COUNTY ADMINISTRATOR

11. ***Parks and Recreation*** – Request Board approve the concession agreement between the County of Inyo and Brown's Supply, Inc. for the operation and maintenance of the Millpond Campground and, contingent upon obtaining all necessary signatures, authorize the Chairperson to sign.

12. ***Recycling and Waste Management*** – Request Board: A) approve the contract between the County of Inyo and Geo-Logic Associates, Inc. for Solid Waste Engineering Services, with a term for three years from August 16, 2016 to June 30, 2019, with two optional one-year extensions for a five-year not-to-exceed amount of $584,005 ($110,000 for the first year with maximum annual CPI increases up to 3 percent); and B) authorize the Chairperson to sign the contract subject to and contingent upon obtaining all appropriate signatures and the adoption of future County budgets.

13. ***Recycling and Waste Management*** – Request Board: A) award the bid and approve the contract between the County of Inyo and Chuck Stewart of Olancha, California for the period of August 9, 2016 through June 30, 2019 in an amount not to exceed $17,284.31 ($5,592 for the first year and up to a 3 percent CPI increase each of the following two years) subject to Board adoption of future county budgets; and B) authorize the Chairperson to sign the contract contingent upon obtaining the appropriate signatures.

14. ***Recycling and Waste Management*** – Request Board: A) award the bid and approve the contract between the County of Inyo and Preferred Septic and Disposal, Inc. for Waste Disposal Hauling Services from the Olancha, Keeler, and Darwin transfer stations for the period of August 2, 2016 through June 30, 2019, in an amount not to exceed $116,496 ($38,832 per year for three years) subject to Board adoption of future budgets; B) authorize the inclusion of recycling, illegal dumping cleanup, and other services noted in Attachment A of the contract, as part of the trash disposal services contract; and C) authorize the Chairperson to sign the agreement contingent upon obtaining the appropriate signatures.

15. ***Recycling and Waste Management*** – Request Board approve and authorize the Chairperson to sign the Consent to Assignment of Rights Letter with Benz Sanitation, Inc., dba Ridgecrest Sanitation.

HEALTH AND HUMAN SERVICES

16. Request Board approve the Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the Inyo County Department of Health and Human Services for the period of September 1, 2016 through August 31, 2019, and authorize the Director of Health and Human Services to sign, with copies remitted to the Board Clerk for the Board's files.

PLANNING

17. Request Board approve Resolution No. 2016-__ titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Certifying That the Provisions of the California Environmental Quality Act (CEQA) Have Been Met and Making Certain Findings With Respect to; and Approving the General Plan Correction of Land-Use Designation for 2290 Dixon Lane, Bishop Community, Inyo County, California (APN 10-352-01)."

PUBLIC WORKS

18. Request Board approve Amendment #1 to the contract dated June 28, 2016 between the County of Inyo and AndersonPenna Partners, Inc., which modifies the existing contract by changing the regular hourly wage rate and the lodging rate.

19. Request Board: A) award the Construction Contract for the Lone Pine/Death Valley Airport Airfield Lighting and Visual Aids Improvement Phase I Construction Project to Spiess Construction Co., Inc. of Santa Maria, California in the amount of $349,626.80; B) approve and award the Construction Contract with Spiess Construction Co., Inc. in the amount of $349,626.80; C) authorize the Chairperson to execute the Project Construction Contract contingent upon obtaining appropriate signatures; and D) authorize the Public Works Director to execute all other Project Contract documents, including Contract Change Orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

20. Request Board approve the contract between the County of Inyo and Utility Cost Management LLC for the provision of Utility Billing Audit services in an amount not to exceed 50 percent of the savings it obtains for the County for the three-year period of September 1, 2016 through August 30, 2019, and authorize the Chairperson to sign.

21. ***Road Department*** – Request Board: A) authorize the Road Department to dispose of two items, already identified as surplus, by selling them as scrap to Brown's Salvage; and B) authorize the Road Department to trade a tire machine located in Shoshone, also already identified as surplus, to the Caltrans station located in Shoshone for the cost of disposal.

22. ***Road Department*** – Request Board approve the closure of portions of North Pa Ha Lane, Diaz Lane, and Barlow Lane on Friday, September 23, 2016 between the hours of 9 a.m. and 12:30 p.m. for the California Indian Day Parade.

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

23. ***COUNTY ADMINISTRATOR*** – Request Board review a written argument in favor of the County's Cannabis Business Tax Measure being submitted to the voters on November 18, 2016, and potentially approve the Board's filing of said argument with the Clerk-Recorder (County Elections Official) in accordance with Elections Code Section 9162, with such revision (if any) to the draft argument as the Board may deem appropriate.

24. ***WATER DEPARTMENT*** – Request Board authorize the Water Department to submit a grant application to the Wildlife Conservation Board (WCB), California Streamflow Enhancement Program (SEP), funded under 2016 Proposition 1 funding.

25. ***WATER DEPARTMENT*** – Request Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for six seasonal field assistant positions exists in the Fiscal Year 2016-2017 Salt Cedar Budget as certified by the Water Director and concurred with by the County Administrator and the Auditor-Controller; B) where due to the seasonal nature of the positions it is unlikely that the positions could be filled by internal candidates meeting the qualifications for the positions, therefore an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of six seasonal Field Assistant I's at Range 050PT ($14.46 - $17.56 per hour) for the period of October 1, 2016 through March 30, 2017, contingent upon adoption of the Fiscal Year 2016-2017 budget.

26. ***DISTRICT ATTORNEY*** – Request Board find that, consistent with the Authorized Position Review Policy: A) the availability of funding for one BPAR Legal Secretary I-II comes from the District Attorney's General Fund Budget, as certified by the District Attorney, 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 open recruitment is more appropriate to ensure a qualified applicant pool; and C) authorize the hiring of one BPAR Legal I Secretary, Range 56 ($3,163 - $3,839), or one BPAR Legal Secretary II, Range 60 ($3,471 - $4,216), depending on qualifications, through open recruitment.

27. ***PUBLIC WORKS*** – Request Board find that, consistent with the Authorized Position Review Policy: A) the availability of funding for Road Superintendent comes from the non-General Fund Road Budget, as certified by the Public Works Director, and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position an internal recruitment would be appropriate; and C) authorize the hiring of one Road Superintendent, Range 78 ($5,303-$6,445).

28. ***PUBLIC WORKS*** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for Building Inspector comes from the General Fund- Building and Safety, as certified by the Public Works Director, and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications, the vacancy could possibly be filled through an internal recruitment, however it would be more appropriate to fill the position through an open reccruitment; and C) authorize the hiring of one Building Inspector at Range 68 ($4,188 - $5,088).

29. ***HEALTH & HUMAN SERVICES – Behavioral Health*** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one full-time Behavioral Health Division Office Clerk III exists in the non-General Fund Behavioral Health and Drinking Driver Program budgets, as certified by the Health and Human Services Director and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could be filled by an internal candidate, but an open recruitment would be more appropriate to ensure more qualified candidates apply; and C) approve the hiring of one full-time Office Clerk III at Range 52 ($2,880 - $3,500).

30. ***SHERIFF*** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one Deputy Sheriff position exists in the General Fund, as certified by the Sheriff and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could be filled by an internal candidate, but an open recruitment would be more appropriate to ensure the most qualified candidates apply; and C) approve the open recruitment and hiring of one Deputy Sheriff position at Range 67SA-SC ($4,149 - $5,565) and authorize up to the E step for a qualified lateral applicant.

31. ***BOARD OF SUPERVISORS – Supervisor Tillemans*** – Request Board consider and adopt Resolution No. 2016-_____ titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Waiving Solid Waste Disposal and Gate Fees at Bishop-Sunland Landfill for the Big Pine Cemetery District for Green and Wood Waste in an Amount Not to Exceed $500 for a 30-Day Period."

32. ***PLANNING*** – Request Board review the U.S. Forest Service's Scoping Notice for the Bishop and Pine Creek Fuels Reduction Project and authorize the Chairperson to sign correspondence in regards thereto.

33. ***CLERK-RECORDER-REGISTRAR OF VOTERS*** – Request Board conduct a workshop on Inyo County's voting technology.

34. ***COUNTY ADMINISTRATOR – Emergency Services*** – Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as the "Gully Washer Emergency" that resulted in flooding in the central, south and southeastern portion of Inyo County during the month of July, 2013.

35. ***COUNTY ADMINISTRATOR – Emergency Services*** – 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.

36. ***COUNTY ADMINISTRATOR – Emergency Services*** – 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 of flooding in the central, south and southeastern portion of Inyo County during the month of October, 2015.

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

11 a.m. 37. ***PLANNING*** – Request Board review the draft of the County's final comment letter prepared for the Draft Inyo National Forest Plan Revision and the Draft Environmental Impact Statement; provide input and then potentially authorize the Chairperson to sign the letter and direct staff to send it.

1:30 p.m. 38. ***HEALTH & HUMAN SERVICES/PROBATION*** – Request Board review Agreements for providing out-of-county bed space for juvenile offenders; the draft notice to the State of the County's intent to convert the full-time Juvenile Hall to a Special Purpose Facility (aka a weekend-only juvenile hall); the Memorandum of Understanding for continued operation of the Juvenile Court School (aka the Keith Bright School); and, the updated *Area Resource Center Plan For Serving Children, Juveniles and Their Families*; and, if deemed acceptable to the Board:

A) Approve the individual Agreements between Inyo County and Tulare, Kern, El Dorado and Nevada counties for bed space for out-of-county placements of detained/committed Inyo County youth, and authorize the Chairperson to sign contingent on all appropriate signatures being obtained;

B) Direct the Chief Probation Officer to provide notification to the Board of State Community Corrections (BSCC) of Inyo County's decision to convert the full-time Inyo County Juvenile Center facility to a Special Purpose (e.g., weekend-only) facility effective on a date to be determined by your Board;

C) Approve the Memorandum of Understanding Between the County of Inyo, Inyo County Board of Education, Inyo County Superintendent of Schools, and Bishop Unified School District Regarding The Provision of Juvenile Services And The Operation of A Court School, and authorize the Chairperson, Chief Probation Officer, and Health and Human Services Director to sign contingent on all required signatures being obtained; and,

D) Approve the updated proposed *Area Resource Center Plan for Serving Children, Juveniles and Their Families.*

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

39. ***PUBLIC COMMENT***

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - ACTION

40. ***INYO COUNTY FISH AND WILDLIFE COMMISSION*** – Request Board approve a $3,000 expenditure from the Inyo Fine Fund and an additional $2,000 expenditure (if the money is available) to purchase trout from the Desert Springs Trout Farm for planting in the Bishop Creek Drainage in mid-September, contingent upon matching funds from the Bishop Chamber of Commerce.

CORRESPONDENCE - INFORMATIONAL

41. ***SHERIFF*** – Sheriff's Special Appropriations Report for the period of July 1, 2015 to June 30, 2016.

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
9

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

FROM: Jason Molinar, Inyo County Coroner

FOR THE BOARD MEETING OF: August 16, 2016

SUBJECT: Approval of Contract between the County of Inyo and John Thatcher Bright for the provision of Personal Services as a County Officer

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the contract between the County of Inyo and John Thatcher Bright, for Personal Services for the term of August 16, 2016 through December 31, 2019, for a total contract amount not to exceed $45,000, contingent upon the adoption of future budgets, and authorize the Chairperson to sign.

SUMMARY DISCUSSION:

This position has been vacant in the Coroner's Office since October, 2015, to allow the new Coroner some time to properly review his new duties and what the needs in the office would be. After much consideration over the past few months, along with an increase in cases, the Coroner has come to realize that with the additional work that he has acquired, a third Deputy Coroner is needed to help cover the 24/7, 365 days a year schedule that is required for this office. This position does not participate in PERS or the County health insurance.

The start date for this contract is listed as August 16, 2016, however, the actual start date of this position is contingent upon the completion of all proper paperwork and the completion of the employee physical that is a requirement in the contract.

ALTERNATIVES:

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

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Funding will be budgeted in the Coroners Budget (023500).

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 08/03/16
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 8/8/16
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 8/8/16

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date: 07/28/16
(The Original plus 20 copies of this document are required)

AGREEMENT BETWEEN COUNTY OF INYO
AND John Thatcher Bright
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

INTRODUCTION

WHEREAS, John Thatcher Bright (hereinafter referred to as "Officer") has been duly appointed as Deputy Coroner for Inyo County; and

WHEREAS, The County of Inyo (hereinafter referred to as "County") and Officer desire to set forth the manner and means by which Officer will be compensated for performance of duties;

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Officer hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

Services and work provided by the Officer at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. TERM.

The term of this Agreement shall be from 08/16/2016 to 12/31/2019, unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Officer 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 Officer.

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

C. No Additional Consideration. Except as expressly provided in this Agreement, Officer 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, Officer 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, including overtime, travel, and per diem expenses, if any, and all payments made by the County to any Federal, State, County, or municipal agency by reason of Contractor's employment under this Contract, including employer's social security contributions and state disability insurance payments, if any, shall not exceed $45,000 _____ dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including overtime, travel or per diem, which is in excess of the contract limit.

E. Manner of Payment. Officer will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

F. Federal and State Taxes. From all payments made to Officer by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident), including social security.

4. WORK SCHEDULE.

Officer's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Officer that the performance of these services and work will require a varied schedule. Officer, in arranging his schedule, will coordinate and make arrangements to fulfill the requirements of all services and work which is necessary.

5. PRE-EMPLOYMENT PHYSICAL.

Contractor is required as a condition of this Agreement to take and pass a County pre-employment physical. Failure to take or pass County's pre-employment physical, constitutes default under this Agreement, and may at the County's sole discretion, be grounds to terminate this entire Agreement.

County will provide Contractor, at County's sole expense, a pre-employment physical. Such pre-employment physical may include, but shall not be limited to, a medical history, a complete physical exam, a tuberculosis test, complete blood workup, mammogram, glaucoma test, X-rays, urine drug screen, and any other testing related to the physical requirements of the position as outlined in the County's Pre-Employment Physical Requirements Manual. The County Personnel Department, in its sole discretion, will resolve any question as to exactly what examination, testing, and procedures are required of Contractor under the County's Pre-Employment Physical Requirements Manual. The County's Personnel Department will issue all medical clearances. The County's Personnel Department will issue such clearances based upon the results of Contractor's pre-employment physical.

Except as provided below, Contractor's pre-employment physical must be taken and passed not more than 120 days prior to the date on which the term of this Agreement commences. The County's Personnel Department may, in its sole discretion, accept a pre-employment physical taken by Contractor more than 120 days prior to the date upon which the term of this Agreement commences, if Contractor has been continuously employed by the County since the date of that pre-employment physical. County is not bound by the results of any pre-employment physical taken by Contractor more than 120 days before the commencement date of this Agreement where the physical requirements of the position Contractor is assuming under this Contract, are different from those of the position Contractor was to assume when he took his pre-employment physical.

Contractor will not commence any work, or provide any services, under this Agreement until Contractor receives a written medical clearance from County to commence work. No work or services provided under this Agreement by Contractor prior to the Contractor's receipt of the written medical clearance from County, will be paid for by County. Further, until Contractor receives medical clearance from County, Contractor shall not be entitled to any other consideration or benefit under the terms of this agreement from County.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Officer to provide the services and work described in Attachment A must be procured by Officer and be valid at the time Officer enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Officer 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 Officer at no expense to the County. Officer will provide County, at County's request, 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 Officer 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.

7. SUPPLIES, EQUIPMENT, ETC.

County shall provide Officer with such supplies, reference materials, and telephone service as is deemed necessary by the County for Officer to provide the services identified in Attachment A to this Agreement. Officer is not authorized to incur any expense, and County is not obligated to reimburse or pay Officer, for any expense or cost incurred by Officer in procuring such items. Responsibility for other costs and expenses incurred by Officer in providing the services and work identified in Attachment A, will be the sole responsibility and obligation of Officer.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Officer by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Officer will use reasonable care to protect, safeguard and maintain such items while they are in Officer's possession. Officer will be financially responsible for any loss or damage to such items, partial or total, which is the result of Officer's negligence.

B. Products of Officer'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, Officer'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, Officer will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation insurance coverage to Officer for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Officer for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. STATUS OF OFFICER.

All acts of Officer relating to the performance of this Agreement shall be performed by Officer as the Deputy Coroner of the County. Officer has no authority to bind, incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A. This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County.

11. DEFENSE AND INDEMNIFICATION.

In the event the Officer is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Officer harmless from any and all liability arising from such acts as required by law.

12. TERMINATION.

This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County. This Agreement may be terminated by County without cause, and at will, for any reason by giving to Officer thirty (30) days written notice of such intent to terminate. Officer may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

13. ASSIGNMENT.

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

14. DEFAULT.

If the Officer abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare the Officer in default and terminate this Agreement upon five (5) days written notice to Officer. Upon such termination by default, County will pay to Officer all amounts owing to Officer for services and work satisfactorily performed to the date of termination. For purposes of this Agreement, abandonment of work is defined to include failure to report to work or to perform the work or services requested by County for a period of three (3) consecutive days

15. NONDISCRIMINATION.

Officer agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County, and providing that no person in the United States shall, on the grounds of race, color, religion, ancestry, sex, age, physical handicap, or national origin, be subjected to discrimination.

16. 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.

17. CONFLICTS.

Officer agrees that he 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. Officer agrees to complete and file a conflict of interest statement.

18. POST AGREEMENT COVENANT.

Officer 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, Officer 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, Officer by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

19. FUNDING LIMITATION.

The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Officer of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 20 (Amendment).

20. 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.

21. NOTICE.

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

County of Inyo
Coroner Department
325 W. Elm Street Street
Bishop, CA 93514 City and State

Officer:
John Thatcher Bright Name
131 Elmcrest Drive Street
Big Pine, CA 93513 City and State

22. 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 John Thatcher Bright
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

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

COUNTY OF INYO

By:_____

Dated:_____

OFFICER

By:_____

Dated: 07/28/16

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND John Thatcher Bright
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

TERM:

FROM: 08/16/2016 **TO:** 12/31/2019

SCOPE OF WORK:

Death investigations as required by statutes.
Available to respond to coroner's obligations 24 hours per day.
On scene investigations and photography.
Assist with autopsies, I.D., photos, fingerprints, obtain specimens for toxicological examination and process specimens.
Travel and attend out of county autopsies when forensic autopsies are required.
Complete the medical portion of death certificates and sign.
Provide written coroner reports as required.
Be prepared to assist the coroner in all investigations enumerated by law.
Attend continuing education classes as necessary for completion of duties.
Be responsible for all functions of the coroner's office in the absence of the coroner.
Officer shall work less than 1,000 hours per fiscal year and less than an average of 20 hours per week.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND John Thatcher Bright
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

TERM:

FROM: 08/16/2016 **TO:** 12/31/2019

SCHEDULE OF FEES:

$1,000.00/month

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND John Thatcher Bright
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

TERM:

FROM: 08/16/2016 **TO:** 12/31/2019

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Per diem and reimbursements to be paid as per county's travel policy.

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
10

☒Consent ☐ Departmental ☐Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator-Disaster Services/Sheriff's Department

FOR THE BOARD MEETING OF: August 16, 2016

SUBJECT: Fiscal Year 2016 Homeland Security Grant Program Application

DEPARTMENTAL RECOMMENDATION:

Request Board: A) approve the submittal of the 2016 Homeland Security Grant Program grant application; and, B) direct the County Administrator, as the Director of Emergency Services and the Authorized Agent as designated with Governing Body Resolution 2016-28, to sign the grant application and accompanying documents as well as execute any actions necessary to obtain the Fiscal Year 2016 Homeland Security Grant Program Grant and related federal financial assistance by the Department of Homeland Security through the State of California

SUMMARY DISCUSSION:

The Department of Homeland Security has announced the release of the Fiscal Year 2016 Homeland Security Grant Program (HSGP) California Supplement to the Federal Notice of Funding Opportunity. The HSGP annually allocates non-matching funds to Local Agencies/Operating Areas to help build, sustain and deliver core capabilities. Recipients are encouraged to consider national areas for improvement that have been identified in the Federal Fiscal Year 2015 National Preparedness Report (NPR). The NPR is published each year to report national progress in building, sustaining, and delivering the core capabilities to support the goal of maintaining a secure and resilient nation. This report provides a national perspective on critical preparedness trends for community partners to use to prioritize programs, allocate resources, and communicate with stakeholders about issues of concern.

One of the priorities of the Federal Fiscal Year 2016 HSGP is to support investments that improve the ability of jurisdictions to respond quickly to save lives, protect property and the environment, and to meet basic human needs in the aftermath of a catastrophic incident. Inyo County's Geographic Information System (GIS) is an important part of the County's emergency preparedness and disaster response system and it directly addresses catastrophic planning and interoperable communication capabilities. Law enforcement, fire, and other emergency responders all use GIS to locate and respond to emergency situations as well as using it to identify potential threats and hazards. In addition, GIS is an important tool that is used during an emergency evacuation to identify the frail and elderly, shut-ins, as well as the access and functionally needy populations. In the aftermath of a disaster, GIS is used to identify shelters and provide information on road closures and alternate routes.

The County GIS system uses ESRI software. The software requires the purchase of an Enterprise License Agreement (ELA) to run the system. The City of Bishop's Police and Fire Departments partner with the County under the same ELA. The current 3 year ELA the County holds with ESRI was purchased in October of 2013 (for the period of March 2014-March 2017) and was purchased with Federal Fiscal Year 2011 and 2012 HSGP funds. It is estimated that the new 3-year ELA will cost approximately $75,000. If the County does not apply for the 2016 HSGP funds to fund the ELA, it will be necessary to find an alternative funding source to pay for the ELA.

If the Board chooses to apply for the 2016 HSGP, the balance of grant funds ($10,000) not used for the ELA will be used to purchase the Code Red (reverse 911) data base back up. This updated data base information is vitally important in mitigating the loss of life and property. Again, if the County does not apply for the grant, it will be necessary to find an alternative funding source for the purchase of the updated Code Red data base information.

ALTERNATIVES:

Your Board could choose not to authorize the submittal of the 2016 Homeland Security Grant application, but this alternative is not recommended. Receiving these grant funds annually is important to support the County's ability to build, sustain and deliver core

capabilities that are necessary for maintaining a safe and resilient community. If the County does not apply for the 2016 HSGP, an alternative source of funding will need to be identified to purchase the ESRI-ELA and the updated Code Red data base.

OTHER AGENCY INVOLVEMENT:

Funding for this grant is provided and administered by the State of California Governor's Office of Emergency Services. The City of Bishop Police and Fire Departments share the ELA with the Inyo County.

FINANCING:

The 2016 HSGP grant application is for $93,947 and requires no cost share or match. Upon State written approval of the grant, a new budget will be created and the Fiscal Year 2016-2017 Board Approved Budget will be amended accordingly.

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 8/8/16
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 8/8/2016
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 8/8/16

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 08-08-2016

Governing Body Resolution

RESOLUTION 2016-28

BE IT RESOLVED BY THE Board of Supervisors
(Governing Body)

OF THE County of Inyo *THAT*
(Name of Applicant)

County Administrative Officer , *OR*
(Name or Title of Authorized Agent)

Director of Emergency Services , *OR*
(Name or Title of Authorized Agent)

_____
(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subawarded through the State of California.

Passed and approved this 19th day of July, 2016

Certification

I, Darcy Ellis, duly appointed and
(Name)

Assistant Clerk of the Board of Supervisors
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Board of Supervisors of the County of Inyo on the
(Governing Body) (Name of Applicant)

19th day of July, 2016

COUNTY OF INYO CALIFORNIA

Assistant Clerk of the Board
(Official Position)

(Signature)

7/19/16
(Date)

BOARD OF SUPERVISORS
COUNTY OF INYO
P. O DRAWER N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373
e-mail: kcarunchio@inyocounty.us

July 19, 2016

California Office of Emergency Services
Emergency Management Grants Unit
3650 Schriever Avenue
Mather, CA 95655

On July 19, 2016, the Inyo County Board of Supervisors resolved that the County Administrative Officer or Director of Emergency Services was authorized to execute for and on behalf of the County of Inyo any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and subawarded through the State of California.

Inyo County's Administrative Officer is also the designated Director of Emergency Services. Mr. Kevin Carunchio serves in both of these capacities. His information is as follows:

Kevin D. Carunchio
County of Inyo
County Administrative Officer
Director of Emergency Services
224 N. Edwards Street
P.O. Drawer N (use as mailing address)
Independence, CA 93526
kcarunchio@inyocounty.us
(760) 878-0292-phone
(760) 878-0465-FAX

Sincerely,

Jeff Griffiths
Chairperson, Board of Supervisors

MEMBERS OF THE BOARD • DAN TOTHEROH • JEFF GRIFFITHS • RICK PUCCI • MARK TILLEMANS • MATT KINGSLEY
KEVIN D CARUNCHIO • *Clerk of the Board*

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
11

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Parks and Recreation

FOR THE BOARD MEETING OF: August 16, 2016

SUBJECT: Concession Agreement for Operation and Maintenance of Millpond Campground

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the concession agreement between the County of Inyo and Brown's Supply, Inc. for the operation and maintenance of the Millpond campground and, contingent upon obtaining all necessary signatures, authorize the chairman to sign.

SUMMARY DISCUSSION:

The County leases the Millpond Campground from the City of Los Angeles Department of Water and Power. Since 2001 the County has contracted with and leased the campground to Brown's Supply to operate the facility. The last agreement between the County and Brown's was entered into in February 2001 and provided a five year term with two five year options. That agreement expired at the end of 2015. Staff has been negotiating a new agreement with Brown's Supply based on the concessionaire agreement format developed for operations and maintenance of the Schober Lane Campground. Attached is the proposed agreement based on those negotiations.

The County is not statutorily required to competitively bid this agreement. Government Code Section 25536 allows Board of Supervisors to enter a lease or concession contract for land to be used for a park or recreation purpose by a fourth fifths vote. It is recommended that the County continue to lease the facility to Brown's. The company has a long history of successful partnerships with the County. They operate other campgrounds including Schober Lane and have demonstrated their ability to successfully operate the Millpond Campground.

The concessionaire agreement proposes a five-year initial term. The operation fee is increase from the current 5% to 7 ½%. The minimum annual payment to the County increases from $3000-$5000. The agreement also provides for a five year option in favor the concessionaire, but increases the annual operations fee by 2 ½%. The operation fee for the option period is really negotiable, subject to the agreement of both parties based on demonstrated changes in business conditions. The agreement is also subject to the Master Lease between the County and city of Los Angeles. If the future Master Lease materially changes the County's term with the City of Los Angeles, the agreement provides a reopener relative to those new fiscal impacts to the County.

ALTERNATIVES:

Your Board could choose not to approve the agreement. The County would then either take over the operation of the facility, which would require additional staffing, or solicit proposals from other contractors for the operation.

FINANCING:

There is no cost associated with this agreement. Approval will increase the fees the County receives for the operation.

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 8/2/16
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 8/3/2016
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: Date

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 8/3/16
(The Original plus 20 copies of this document are required)

CONCESSION AGREEMENT BETWEEN COUNTY OF INYO AND BROWN'S SUPPLY, INC. FOR THE OPERATION AND MAINTENANCE OF THE MILLPOND CAMPGROUND

THIS AGREEMENT, made and entered into this first day of August, 2016 between the COUNTY OF INYO, a political subdivision of the State of California, hereinafter called "County", whose address is County of Inyo, Office of the County Administrator, P.O. Drawer N, Independence, California 93526, and BROWN'S SUPPLY, INC., hereinafter called "Concessionaire", whose address is 219 Wye Road, Bishop, California, 93514. The County Administrative Officer or his designee shall act on behalf of the County for purposes of this Agreement.

WITNESSETH:

WHEREAS, County leases from the City of Los Angeles, Department of Water and Power (DWP) certain property, more commonly referred to as Millpond Campground, and has established on said property a campground for the use and enjoyment of the public; and

WHEREAS, County has leased said campground to Concessionaire continuously since 2001; and

WHEREAS, Concessionaire has made improvements to campground, which now belong to the County, in excess of those required under the terms of previous leases; and

WHEREAS, County desires to grant to Concessionaire the right to operate thereon a campground, including associated retail facilities, amenities and improvements, for the benefit and enjoyment of the users of said recreational facility; and

WHEREAS, Concessionaire is desirous of operating such campground concession.

NOW, THEREFORE, the parties hereto do hereby agree one with the other as follows:

FOR AND IN CONSIDERATION of the mutual terms, covenants and conditions herein, County grants to Concessionaire the exclusive right during the term of this Agreement to enter onto and operate a campground (hereinafter referred to as "campground") and associated facilities as further described herein and in Exhibit "A" upon the terms and conditions more fully hereinafter set forth.

1. AGREEMENT SUBJECT TO MASTER LEASE

1.1. Concessionaire agrees that notwithstanding any other provision of this Agreement, this Agreement is subject to the terms and conditions of any existing lease, contract, encumbrance, or any such document, right, or interest which may hereafter be exchanged or substituted therefor, affecting the County's rights to the premises. In no event shall Concessionaire seek, have or claim any right of possession or occupation of the premises at variance with the terms thereof or beyond the period of County's right thereto and, notwithstanding any other provision of this Agreement, the term of this Agreement shall automatically terminate without prior notice to concessionaire twenty-four (24) hours prior to the expiration or termination of any such underlying lease or contract. Nothing herein shall obligate County to renew any such underlying lease, contract, encumbrance or easement.

1.2. The County currently leases the Millpond Campground from the Los Angeles Department of Water and Power (the Master Lease), the terms of this Agreement are subordinate to that lease as set out in the foregoing paragraph.

1.3 Should any successor Master Lease between the County and Los Angeles Department of Water and Power materially change the County's obligations to the City of Los Angeles, the Parties agree to meet and confer regarding possible modifications to this Agreement relative to material impacts to the County resulting from the new Master Lease.

2. EQUIPMENT

Concessionaire agrees in his own name to provide all equipment, insurance, licenses, permits, supplies of all kind and nature and to require County to furnish nothing whatsoever in the course of his operation of such campground.

3. TERM

3.1. This Agreement shall be for a period of five (5) years from the date of commencement, subject to one (1) option in favor of Concessionaire to renew said Agreement for five years on the same terms and conditions as in the initial term, subject to section 4.2 below.

3.2. Exercise of Option. The option shall be for a separate and successive five (5) year period. A written notification of the exercise of the option must be received by the County no less than six (6) months prior to the expiration of the initial concession term, sent by certified mail to the address hereinafter provided. Failure to exercise the option in the manner provided above by making a written request of County will nullify said option herein granted. Options may be exercised provided:

3.2.1. Neither Concessionaire nor County has terminated this Agreement, for any reason.

3.2.2. Concessionaire is not in default under any term or condition of this Agreement.

3.3. This Agreement shall commence on August 1, 2016, and cease and terminate for all purposes on December 31, 2021, unless the option is exercised as set forth, at which time the new dates for said term shall take effect on the terms and conditions herein provided.

3.4. This Agreement may be terminated by either of the parties hereto upon one party giving ninety (90) day notice in writing to the other party of its intention to terminate this Agreement.

4. OPERATION FEES

4.1. Operation Fee. The Operation Fee during the term of this five (5) year lease shall be no less than Five Thousand Dollars ($5,000) annually, or Seven and one half Percent (7.5%) of Concessionaire's annual gross revenue, whichever is greater. Gross revenue of Concessionaire is all revenue received by Concessionaire on the concession premises from any source whatsoever including, but not limited to, the revenue from camping fees, dump station fees, vehicle washing station charges, shower fees, food sales and other retail sales.

4.2 Operation Fees – Option Period. Annual fees for the option period from January 1, 2021 to December 31, 2026, the annual Operation Fee shall be no less than Seven Thousand Five Hundred Dollars ($7,500) annually, or Ten Percent (10%) of Concessionaire's gross revenue, whichever is greater.

Recognizing the distant time horizons associated with the option provided for in this Agreement, and that business conditions may change considerably by the time the Concessionaire may decide to exercise this option, the Parties agree that the Operation Fees for the Option Period in this section may be renegotiated, with the consent of both Parties and based on demonstrable changes in the business climate, during the six (6) month period prior to the Concessionaire's deadline for exercising the option described in section 3.2 above. Any negotiated change in the Operation Fees for the Option Period must be approved by the County Board of Supervisors prior to exercising of the option.

4.3 Payment to County. Commencing on January 1, 2017, Concessionaire shall make payment to County, on or before June 30th and December 31st of each year, lump sum payments of one half the minimum Operation Fee, which is the dollar amount set out above for the relevant period. By January 31st of each year, Concessionaire shall pay to County the remainder of the Operation Fee for the previous calendar year, if any. The Fee shall be sent

to: County of Inyo, Office of the County Administrator, P.O. Drawer N, Independence, CA 93526.

4.4. Late Fee. Concessionaire acknowledges late payment by Concessionaire to the County of the annual fee will cause County to incur costs not contemplated by the Agreement. Such costs include, without limitation, possessory and accounting charges. Therefore, if payments are not received by County when due, Concessionaire shall pay to County an additional sum of 5% of the overdue payment as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that the County will incur by reason of late payment by Concessionaire. Acceptance of any late charge does not constitute a waiver of Concessionaire's default with respect to the overdue amount, or prevent County from exercising any of the other rights and remedies available to County.

5. ACCOUNTING/AUDITING

5.1 Concessionaire agrees to maintain accounting records, according to accounting procedures acceptable to County, for the operation of campground and concession stand. Said records shall include accounting for all income from camping fees, all income from any other source of revenue, including retail, and all expenditures relating to the improvements referred to herein. Accounting for expenditures for improvement shall be kept separate and distinct from accounting for expenditures for operations and maintenance. Said records shall be available to County for inspection at all times. Concessionaire shall make available for auditing purposes its accounting records, relating to this Agreement, to County's Auditor/auditing firm who may be auditing for the County, and the Grand Jury.

5.2 Commencing in 2017, Concessionaire shall submit to County, no later than June 30th of each year, an audited financial statement for the preceding tax year. This financial statement shall be prepared and audited in accordance with the requirements of the Inyo County Auditor/Controller.

6. PURPOSES; DAYS AND HOURS; OPERATION

6.1. The premises shall be used by Concessionaire only for the purpose of operating a campground, including concession stand, dump station, showers and laundry. Additional services and the sale of related accessories may be permitted, subject to prior written approval as to items and location by County. With prior written approval of the County, camping fuel may be permitted to be kept, stored and sold for retail purposes associated with public use of the campground and in accordance with all applicable laws and regulations.

6.2. Concessionaire shall have the exclusive right to sell the items herein before mentioned at said facility. Items that may not be sold include oil, gas, diesel, or related products but not including butane, petroleum or propane, unless specifically authorized in writing by County. Except as allowed

pursuant to section 6.1, no goods, merchandise or materials that are explosive or hazardous shall be sold, kept or stored on the premises.

6.3 At a minimum, the campground shall consist of 72 sites, with a minimum of nineteen (19) sites providing water and electricity and the continued operation of a concession stand.

6.4 The campground shall be operated 24 hours daily, from April 1 through October 31 of each year, and at Concessionaire's election during remaining months, depending on weather conditions. Concessionaire may close the campground and concession stand as a result of adverse weather or other adverse operating conditions with the prior written consent of County, which consent shall not be withheld unreasonably.

6.5. Concessionaire shall at its sole expense continuously operate the campground for the purposes specified in the Agreement. If the buildings or equipment used for the campground are damaged or destroyed and this Agreement remains in full force and effect, Concessionaire shall continue to operate the campground to the extent reasonably practical from the standpoint of good business judgment during any period of reconstruction. Concessionaire shall employ its best efforts to operate the business conducted on the premises in a manner that will produce the maximum volume of gross sales.

6.6 Concessionaire shall not operate concession stand between the hours of eleven o'clock p.m. and four o'clock a.m. without first obtaining the written permission of the Director of Parks.

6.7. Concessionaire shall operate the campground and all retail enterprises in a clean, safe, wholesome and sanitary condition, free of trash, garbage or obstructions of any kind, and in compliance with any and all present and future laws, rules or regulations of any governmental authority, whether applicable now or at any time during the term of this Agreement, relating to public health, safety or welfare. Concessionaire will maintain restrooms located within the concession building for use by the public in a clean and sanitary condition and ensure the facilities are well-stocked at all times, including, but not limited to, special events, athletic events and scheduled tournaments. Concessionaire further agrees that it is the sole operator of the campground and that County has no interest in the operation of the business to be conducted thereon and that County is in no way responsible for any indebtedness which may arise from Concessionaire's operation of said concession. No offensive or dangerous activity shall be carried on or permitted on the premises.

6.8. The County may allow up to four special events annually at the County's sole discretion. Special events are activities with a minimum attendance of 250 or more, that are open to the general public and may include music festivals and similar entertainment. Concessionaire understands that the

County may allow vendors to sell products during County approved special events. It is the intent of the County that such vendors will not directly compete with products ordinarily sold by Concessionaire. Concessionaire will participate in the approval of event vendors, however, the County will have ultimate authority and approval of vendor(s).

6.9 County may authorize Concessionaire to schedule standard recreational events at the Millpond Recreational Area, including but not limited to, softball games. Concessionaire may also organize special events at the recreational area. In the event Concessionaire organizes said events, they shall follow the procedures normally required for special events conducted on County Parks. Concessionaire organized special events shall be included in the total of four allowed annually at the recreational area.

7. MAINTENANCE

Concessionaire agrees to maintain the campground, buildings, and related equipment and shall, at its expense, provide routine maintenance to the electrical and water systems (including wells), plumbing, gas service, roof, sewer and any buildings, and the rest room and shower building at the campground. Concessionaire shall comply with all laws, rules and regulations applicable thereto, adopted by federal, state or other governmental bodies, or departments or officers thereof, including, without limitation, the obligation at Concessionaire's cost to alter, maintain or restore its facilities in compliance and conformity with all laws relating to the condition, use or occupancy of its facilities during the term of this Agreement. This Agreement is expressly subject to present and future regulations and policies of the County. Concessionaire shall remedy without delay any non-compliance and any defective or dangerous conditions.

8. SIGNS

All promotional materials and signs to be placed at, distributed from, or in connection with the concession, must be submitted to County for prior approval. All such advertising shall contain the name of the County and the County's tourism marketing logo and web-site.

9. UTILITIES/TAXES

9.1. Utilities. Concessionaire agrees to pay the full cost of all electricity and gas used in conjunction with the operation of the concession stand, campground and related facilities. Concessionaire is further responsible for the installation of further needed utilities and the provision of services used in connection with the concession, to include electricity, gas, telephone, garbage, sewer and water. Concessionaire will immediately contact all utility providers and transfer utility billings to Concessionaire's name and billing address. Upon receipt of the concession and camping statement from the utility, Concessionaire hereby agrees to pay said statement within ten (10) days of its receipt.

9.2 The current electric meters/accounts on the grounds are listed on Exhibit 'B.' For those listed as "Concessionaire's Responsibility" Concessionaire will immediately contact utility provider and transfer billings to Concessionaire's name. Upon receipt of the statement from the utility, Concessionaire hereby agrees to pay said statement within ten (10) days of its receipt.

9.3. Taxes Concessionaire acknowledges and understands that this Agreement may create a possessory interest subject to property taxation and Concessionaire may be subject to the payment of property taxes levied on such interest. Concessionaire further acknowledges that Concessionaire is responsible for any and all taxes on improvements of fixtures on said premises. Concessionaire shall pay before delinquency all taxes, assessments, license fees and other charges that are levied upon the personal property and improvements owned by Concessionaire, if any, and used or located on the subject premises; and shall pay any other tax arising out of Concessionaire's operations upon the premises, including, but not limited to, any possessory interest tax.

10. CONDITIONS OF PREMISES

Concessionaire has inspected the campground, concession stand, storage area and patio area, and accepts these facilities in their present condition. County is not obligated to make any alterations, additions, improvements, or repairs to the concession facilities. Concessionaire agrees to return the campground and facilities to the County in the same or better condition as the campground and facilities were in when this Agreement was signed.

11. ALTERATIONS AND IMPROVEMENTS

11.1. Concessionaire may, upon approval from the County Administrative Officer, make improvements to the campground. Such improvements will then become the property of the County, unless otherwise agreed to in writing by the County. Improvements made to the facilities after receiving approval from the County Administrative Officer and deemed by the County to be a benefit to the County's leasehold may be credited, with prior written approval, against the annual Operation Fee payment in an amount not to exceed five percent (5%) of the gross annual income of the campground in the year in which the improvement is made. The amount of said expenditure by the Concessionaire for improvements is to be verified by County each and every year by December 1. Such improvements must meet County, State and Federal standards and must be inspected and approved by the County Building Inspector and/or County Health Department. Any such credits shall not accrue from year to year.

11.2. Concessionaire shall not make any improvements or alterations to the premises without County's consent. Any alterations made shall remain on and be surrendered with the premises on expiration or termination of

this Agreement, except that County can elect, within 30 days before or five days after expiration of this Agreement, to require Concessionaire to remove any unapproved alterations that Concessionaire has made to the premises. If County so elects, Concessionaire, at its cost, shall restore the Premises to the condition designated by County in its election, before the last day of the Term, or within 30 days after notice of election is given, whichever is later.

11.3. If Concessionaire makes any alterations to the premises as provided in this Section 11, the alterations shall not be commenced until 10 days after County has received notice from Concessionaire stating the date the installation of the alterations is to commence so that County can post and record an appropriate notice of non-responsibility.

12. CONCESSIONAIRE'S PERSONNEL

12.1. Concessionaire's employees engaged in operating the premises shall be fully trained and qualified to perform the duties assigned to them. They may wear uniforms or other identification approved, in writing, by County. Concessionaire's personnel may drive private vehicles only as required for loading and unloading items used to operate the concession. Operation of such vehicles shall be subject to regulations established by the County.

12.2. Concessionaire shall control the conduct, demeanor and appearance of its officers, members, employees, agents, representatives, customers and patrons, and, upon objection by the County concerning the conduct, demeanor or appearance of any such person, Concessionaire shall immediately take all necessary steps to remedy the situation.

12.3. Concessionaire shall develop and maintain an *Employee Injury and Illness Prevention Program* that meets or exceeds all requirements as set forth by the California Health and Safety Code, CAC Title I.

12.4. Concessionaire shall ensure that all employees meet the provisions of Section 5164 of the Public Resources Code for all employees who supervise minors. Copies are available in the County Administrator's Office.

12.5. Concessionaire shall ensure that all employees meet the provisions of Section 5163 of the Public Resources Code relating to TB tests for all employees who handle food. Copies are available in the County Administrator's Office.

13. QUALITY OF SERVICE: RATES AND CHARGES

13.1 The prices to be charged by Concessionaire shall be approved, in writing, by County prior to Concessionaire's charging such amounts. Concessionaire shall maintain a high standard of service.

Concessionaire shall notify County, in writing, at least 30 days before changing any fee or price charged to the public ("charge"). If County is of the opinion that any charge is not comparable from the public's point of view with charges at other similar operations, County shall notify Concessionaire and request justification of such charge. If County shall reasonably determine, prior to such change, that the charge is not comparable, Concessionaire shall not implement same.

13.2 The rates charged in conjunction with County approved special events shall be subject to review and approval by the Director of Parks.

14. CAMPGROUND INSPECTION AND MAINTENANCE

County reserves the right of entry upon the concession premises at all reasonable times and the right to inspect the premises and the operation thereon, and do any and all work of any nature necessary for preservation, maintenance and operation of the campground or related facilities. Concessionaire shall be given reasonable notice when any such work may become necessary and will adjust operations in such a manner that the County may proceed expeditiously. County shall coordinate with Concessionaire in order to minimize the interruption to Concessionaire's activities.

15. INDEMNIFICATION

15.1. Concessionaire 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 Concessionaire, or Concessionaire's agents, officers, or employees. Concessionaire'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. Concessionaire'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 Concessionaire, 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. Concessionaire '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 Concessionaire to procure and maintain a policy of insurance.

15.2. County shall have no responsibility to safeguard the equipment and property of Concessionaire or any of its invitees. County shall have no responsibility to safeguard or protect the Concessionaire or its employees, agents, officers, directors, or any of its invitees or licensees from bodily injury (including death) or personal injury.

15.3. In the event a claim is made against County, or County is named a co-defendant in any action, Concessionaire shall immediately notify County of such fact, and at County's option shall either retain legal counsel to represent County in such action at Concessionaire's sole expense, or reimburse County for County's litigation costs, expenses and attorney's fees in undertaking to represent itself.

15.4. In the event a claim is made against both County and Concessionaire for the joint and several liability of County and Concessionaire, the determination as to the apportionment of liability between County and Concessionaire shall be made by the judge in a court of competent jurisdiction. Concessionaire must give prompt notice to County in the event of any fire or accident involving personal injury or property damage at the concession facilities. Neither County nor Concessionaire shall request that the apportionment of liability be determined by a jury. Notwithstanding the apportionment of liability between County and Concessionaire, Concessionaire shall nevertheless be responsible to indemnify, defend, protect and hold harmless County as fully set forth above, unless a court of competent jurisdiction determines that the injury or damage resulted from the sole negligence or intentional and willful misconduct of County, its officers, directors, agents or employees.

15.5. Concessionaire hereby waives all claims and recourse against County, including the right or contribution for loss or damage or expenses by reason of death or injury to persons or damage to property, and releases County from any liability relating to, or in any way connected to, Concessionaire's activities or Concessionaire's use of the campground, or facilities, unless injury or damage is caused by the sole negligence or the intentional and willful misconduct of County, its officers, directors, agents or employees.

16. INSURANCE

Concessionaire 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 Concessionaire, its agents, representatives, employees or subcontractors.

16.1. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

16.1.1. **Commercial General Liability (CGL)**: Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products- completed operations, personal & advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

16.1.2. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Concessionaire has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $500,000 per accident for bodily injury and property damage.

16.1.3. **Workers' Compensation**: As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

16.1.4. **Higher Limits**: If the Concessionaire 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.

16.2. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

16.2.1. **Additional Insured Status**: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Concessionaire 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 Concessionaire's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

16.2.2. **Primary Coverage:** For any claims related to this contract, the Concessionaire'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 Concessionaire's insurance and shall not contribute with it.

16.2.3. **Notice of Cancellation**: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

16.2.4: **Waiver of Subrogation**: Concessionaire hereby grants to County a waiver of any right to subrogation which any insurer of said Concessionaire may acquire against the County by virtue of the payment of any loss under such insurance. Concessionaire 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.

16.2.5. **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 Concessionaire to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

16.4 Verification of Coverage. Concessionaire 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 Concessionaire'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.

16.5. 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.

17. ASSIGNMENT AND SUBLETTING

Concessionaire shall neither assign, nor otherwise convey any interest in this Agreement without the prior written consent of County, and any attempt to assign any such interest without such prior written consent shall be void. If consent to any such assignment or Sub-Agreement is given by County, Concessionaire shall be and hereby agrees to be and remain fully bound and responsible hereunder for such duties and obligations as may be assigned to another. Any sub-agreement entered into by Concessionaire shall expressly provide for recognition and acceptance of all the terms of this Agreement as binding upon sub-agreement.

18. WAIVER OF CONTRACT TERMS

No delay or omission in the exercise of any right or remedy of County on any default by Concessionaire shall impair such right or remedy or be construed as a waiver. The receipt and acceptance by County of any delinquent concession fee shall not constitute a waiver of timely payment for the particular concession fee payment involved. County's consent to or approval of any act by Concessionaire requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent act by Concessionaire.

19. DEFAULT

19.1. The occurrence of any of the following shall constitute a default by Concessionaire:

19.1.1. Failure to pay a fee when due.

19.1.2. Abandonment and vacation of the campground or concession stand (failure to occupy and operate the premises for 10 consecutive days shall be deemed an abandonment and vacation).

19.1.3. Failure to perform any other provision of this agreement, if the failure to perform is not cured within 30 days after notice has been given to Concessionaire. However, if the default cannot reasonably be cured within 30 days, but Concessionaire commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default, it shall not constitute a default.

19.1.4. Concessionaire becomes insolvent or files for bankruptcy, either voluntarily or involuntarily.

19.2. Notices given under this paragraph shall specify the alleged default and the applicable provisions of the Agreement, and shall demand that Concessionaire perform the provisions of this Agreement or pay the concession fee that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this Agreement unless County so elects in the notice.

19.3. County shall have the following remedies if Concessionaire commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

19.3.1. County may continue this Agreement in full force and effect, and the Agreement will continue in effect as long as County does not terminate Concessionaire's right to possess and operate the facilities. County shall have the right to collect the concession fee when due. After Concessionaire's default, and for as long as County does not terminate Concessionaire's right to possession of the concession premises, and if Concessionaire obtains County's written consent, Concessionaire shall have the right to assign or sublet its interest in this Agreement, but Concessionaire shall not be released from liability.

19.3.2. County may terminate Concessionaire's right to possess and operate the campground and concession stand at any time following a default. No acts by County, other than giving notice to Concessionaire, shall terminate this Agreement. Acts of maintenance, efforts to locate a new concessionaire, or the appointment of a receiver on County's

initiative to protect County's interest under this Agreement shall not constitute a termination of Concessionaire's rights under the Agreement. On termination, County has the right to recover from Concessionaire court costs necessary to compensate County for all damage proximately caused by Concessionaire's default. Concessionaire shall be liable immediately to County for all costs County incurs in entering into another Concessionaire Agreement for the concessions including, without limitation, expenses of remodeling facilities required by the new Concessionaire Agreement, and like costs.

19.3.3. County, at any time after Concessionaire commits a default, may cure the default at Concessionaire's expense. If County, at any time, by reason of Concessionaire's default, pays any sum or does any act that requires the payment of any sum, the sum paid by County shall be due immediately from Concessionaire to County at the time the sum is paid, and if paid at a later date, shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by County until County is reimbursed by Concessionaire. The sum, together with interest on it, shall be an additional concession fee.

20. LIENS

Concessionaire shall not suffer or permit any mechanic's, materialmen's or other liens to be filed against the premises and/or the buildings and improvements located thereon, or against the County or any lender holding funds for any work on the premises done by Concessionaire. If any such liens or similar proceedings are filed or commenced, Concessionaire shall, within 30 days after notice of the filing thereof, cause the same to be discharged or recorded by payment, deposit, order of court or bonding; provided, however, that Concessionaire shall have the right to contest, with due diligence, the validity or amount of any such lien, if Concessionaire shall give to County security therefore, reasonably acceptable to County, in an amount equal to one and one-half times the original and any increased amount of any such claim.

Nothing in this Agreement shall be deemed in any way to constitute the consent of County, express or implied, to the performance of any labor or the furnishing of any material for any improvement, alteration, repair or replacement of the building and improvements on the Premises by any contractor, subcontractor, laborer or materialman, nor as giving Concessionaire any right, power or authority to contract for, on County's behalf, the rendering of any services or the furnishing of any materials.

21. DAMAGE/DESTRUCTION

If, during the term of this Agreement, the campground or other facilities are totally or partially destroyed from any cause other than Concessionaire's negligence, County, at its option, may terminate this Agreement or restore the premises and other improvements thereon to substantially the same condition as immediately before destruction. If County

elects to restore, such destruction shall not terminate this Agreement. In the event the premises are totally or partially destroyed due to Concessionaire's negligence, Concessionaire shall, at County's option, promptly restore the Premises.

22. MODIFICATION OF AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may, by mutual written consent, modify or amend this Agreement.

23. NON-DISCRIMINATION

23.1. Concessionaire shall not discriminate because of race, religion, color, disability, sex or national origin, against any person by refusing to furnish such person any service or privilege offered to the general public. Nor shall Concessionaire publicize such services or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any person because of race, religion, color, disability, sex or national origin.

23.2. Concessionaire shall not discriminate against any employee or applicant for employment, because of race, color, disability, religion, ancestry, sex or national origin. Concessionaire will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, disability, religion, ancestry, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrade, demotion or transfer; recruitment, advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

24. SURRENDER OF PREMISES

24.1. On expiration or termination of this Agreement, Concessionaire shall surrender to County the concession stand and campground and all of Concessionaire's improvements and alterations in good condition. Concessionaire shall have a period of ten (10) days to remove all things which are the property of the Concessionaire. Concessionaire shall perform all restoration made necessary by the removal of Concessionaire's personal property within a reasonable time. If Concessionaire fails to surrender the premises to County on expiration or termination of the Term (defined under Section 3.3) as required by this section, Concessionaire shall indemnify, defend, protect and hold County harmless from all damages resulting from Concessionaire's failure to surrender the premises.

24.2. County may elect to retain, or dispose of in any manner, Concessionaire's personal property that Concessionaire does not remove from the Premises on expiration or termination of this Agreement by giving at least a 10-day notice to Concessionaire. Title to Concessionaire's personal property that County elects to retain or dispose of on expiration of the 10-day period, shall vest

in County. Concessionaire waives all claims against County for any damage to Concessionaire resulting from County's retention or disposition of Concessionaire's personal property. Concessionaire shall be liable to County for County's costs for storing, removing, and disposing of Concessionaire's personal property.

24.3. If Concessionaire, with County's consent, continues to operate the concession after expiration of this Agreement, or after the date in any notice given by County to Concessionaire terminating this Agreement, such use by Concessionaire shall be on a month-to-month basis, terminable on a 30-day notice given at any time by either party. All provisions of this Agreement except those pertaining to the Term (defined under Section 3.3), shall continue to apply.

25. STATUS OF CONCESSIONAIRE

All acts of Concessionaire, 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. Concessionaire, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Concessionaire 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 Concessionaire 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:

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

25.2. Concessionaire 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.

25.3. Concessionaire, 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.

25.4. Concessionaire will obtain all necessary licenses and permits for such concession in the name of Concessionaire and not name County in any manner on such licenses or permits.

26. NOTICES

Except as otherwise provided herein, any notices required or permitted to be given under this Agreement shall be personally delivered or sent

by certified mail and addressed to the respective parties at their addresses indicated on the first page hereof. Such addresses may be changed from time to time by notice, in writing, to either party.

27. ATTORNEY'S FEES

Should either party bring any legal action or proceedings for the breach of a term, covenant or condition of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees.

28. ADVICE OF COUNSEL

Each party hereto has been provided full opportunity for review of this Agreement by legal counsel. Therefore, no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

29. RULES AND REGULATIONS

Concessionaire agrees to comply with the ordinances, rules and regulations, and any other regulations of County. Such rules and regulations shall include County Ordinance 327 and any amendments thereto.

30. ENTIRE AGREEMENT. This instrument contains the entire Agreement of the parties relating to the rights granted and obligations assumed and supersedes all prior written and oral discussions or representation.

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IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, 2016.

COUNTY OF INYO
Board of Supervisors

By: _____
Jeff Griffiths, Chair

Dated: _____

"CONCESSIONAIRE"

By: _____

Dated: 7/27/16

Taxpayer's Identification or
Social Security Number:

_____

APPROVED AS TO FORM AND LEGALITY

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

Exhibit A

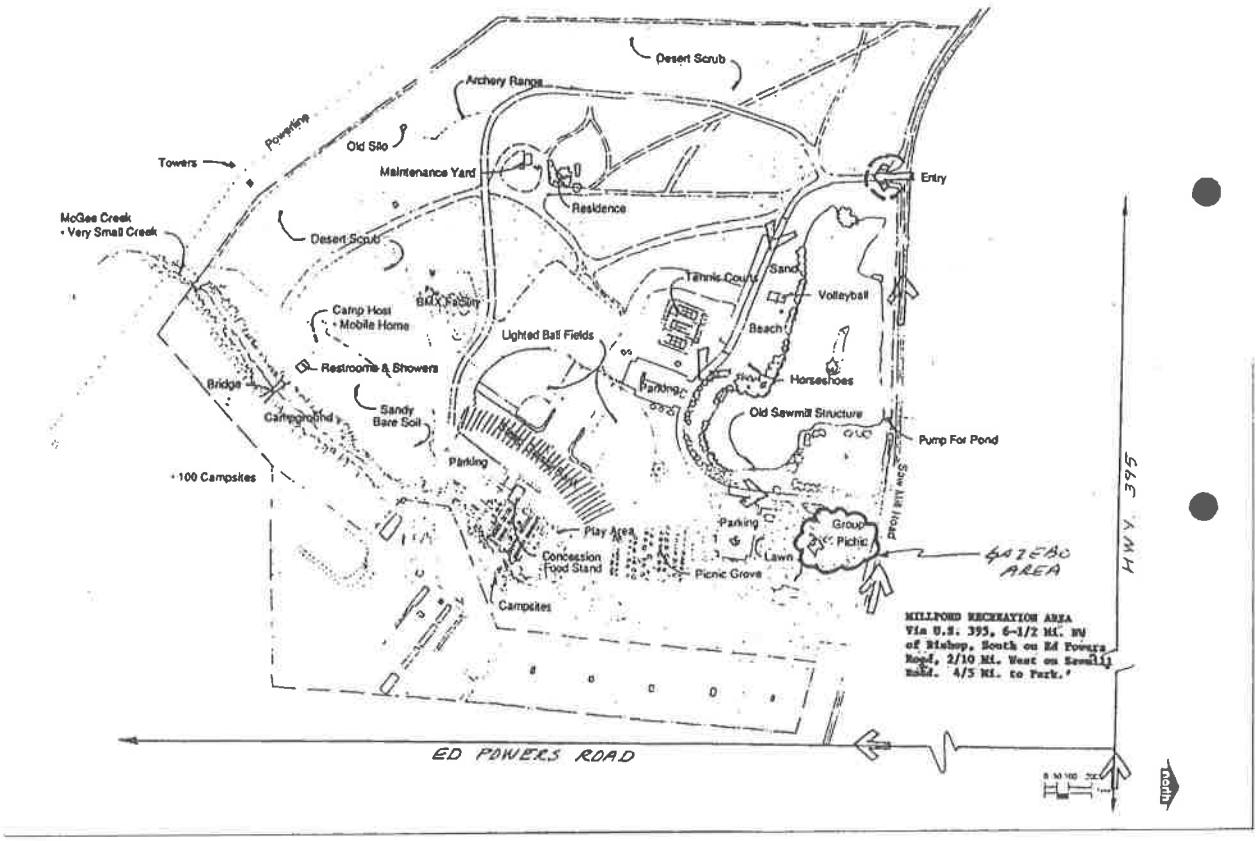
Desert Scrub
Archery Range
Powerline
Old Silo
Towers
Maintenance Yard
Entry
Residence
McGee Creek
• Very Small Creek
Desert Scrub
Tennis Court
Sand
Volleyball
Beach
BMX Facility
Camp Host
• Mobile Home
Lighted Ball Fields
Restrooms & Showers
Horseshoes
Bridge
Parking
Campground
Sandy
Bare Soil
Old Sawmill Structure
Pump For Pond
• 100 Campsites
Parking
Play Area
Group
Picnic
Concession
Food Stand
Lawn
Picnic Grove
GAZEBO
AREA
Campsites
MILLPOND RECREATION AREA
Via U.S. 395, 6-1/2 Mi. NW
of Bishop, South on Ed Powers
Road, 2/10 Mi. West on Sawmill
Road. 4/5 Mi. to Park.
ED POWERS ROAD
HWY 395
North

Exhibit B

Millpond Electric Bills to be paid by Contractor

Account Numbers	Meter Numbers	Location/Service
2-02-322-2805	256000-135280	House
2-02-322-3506	259000-050848	Concession Stand *
2-04-008-4634	222013-908232	Shower/Laundry Building
2-33-496-8039	222013-908235	Domestic Well

* County to reimburse Contractor for a portion.

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
12

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

FROM: Recycling & Waste Management

FOR THE BOARD MEETING OF: August 16, 2016

SUBJECT: Approval of the Geo-Logic Associates, Inc. Technical Services Contract

DEPARTMENTAL RECOMMENDATION:

Request that your Board:

1.) Approve the contract between the County of Inyo and Geo-Logic Associates, Inc. for Solid Waste Engineering Services, with a term for three (3) years from August 16, 2016 to June 30, 2019, with two optional one year extensions, for a five year not-to-exceed amount to $584,005 ($110,000 for the first year with a maximum annual CPI increases up to 3%); and,

2.) Authorize the Chairperson to sign the Contract subject to and contingent upon obtaining all appropriate signatures and upon the adoption of future County budgets.

SUMMARY DISCUSSION:

Inyo County Recycling and Waste Management distributed a Request for Qualifications for Engineering Services in the Spring of 2017 and received 2 qualified responses, one from Geo-Logic Associates and a second from Cornerstone Environmental Group. Recycling and Waste Management is recommending contracting with both Geo-Logic Associates and Cornerstone Environmental Group for as-needed solid waste engineering services.

Inyo County Recycling and Waste Management are currently in the process of Landfill Permitting with the State of California. The Landfill Permitting process requires producing technical plans for landfill operations and closure which must be approved by the State Water Board, Air Board and CalRecycle, as well as approval by the land owner, which is LADWP for three of Inyo Counties Landfills. Geo-Logic Associates has been working with Inyo County to accomplish the Landfill Permitting at all five Inyo County landfills; Bishop-Sunland Landfill, Independence Landfill, Lone Pine Landfill, Shoshone Landfill and Tecopa Landfill.

Regulations governing California landfills continue to proliferate. Large, as well as, small counties continue to require the services of specialized engineering concerns in order to comply with state mandates. Inyo County needs to be prepared to address any new regulations on landfills, or respond to requests from regulatory agencies in a timely manner, by retaining engineering firms with experience performing landfill engineering throughout the State of California we will be capable of quickly addressing regulatory changes.

ALTERNATIVES:

Your Board could choose not to approve the requested contract; however, this is not suggested because Geo-Logic Associates is an experienced engineering firm that is fully capable of assisting the County in complying with state and federal landfill regulations.

OTHER AGENCY INVOLVEMENT:

Auditors Office, County Counsel's Office

FINANCING:

There is sufficient funding in the FY 2015/2016 Preliminary Solid Waste Budget (045700) Professional and Special Services object code 5265 for this contract.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: Yes Date 7/29/16
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 8/4/2016
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_____

REQUESTED BY: _____ Date:_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Richard J. Bruno Date: 8/4/16

AGREEMENT BETWEEN COUNTY OF INYO
AND GEO-LOGIC ASSOCIATES
FOR THE PROVISION OF LANDFILL ENGINEERING **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the LANDFILL ENGINEERING services of GEO-LOGIC ASSOCIATES (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 ASSOCIATE ADMINISTRATOR RICHARD J. BENSON. 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 AUGUST 16, 2016 to JUNE 30, 2019 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, 2019 through JUNE 30, 2020

B. From JULY 1, 2020 through JUNE 30, 2021

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 stated in this Agreement.

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 ASSOCIATE ADMINISTRATOR. 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 Contractor for services and work performed under this Agreement shall not exceed $339,999 (initial term) $120,200 (option 1) and $123,806 (option 2) for a total of $584,005 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. 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. 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. Consultant shall submit the statement to the County no later than the last day of the month following the covered period. 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, County shall make payment to Consultant within thirty (30) days of receipt of the statement.

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 or as otherwise may be required. 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. Upon full payment by County to Contractor for services rendered, any and all compositions, publications, plans, 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.

A. Professional Services. For professional services, Consultant agrees to indemnify, including the cost to defend, County and County's 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 performances of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or will acts of the County; and does not apply to any passive negligence of the County unless caused at least in part by the Consultant.

B. Non-Professional Services. Consultant 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 Consultant, any subcontractor, anyone directly or

C. 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.

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-four (24) below.

17. CONFIDENTIALITY.

Consultant further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Consultant in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Consultant agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Consultant only with the express written consent of the County. Any disclosure of confidential information by Consultant without the County's written consent is solely and exclusively the legal responsibility of Consultant in all respects.

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

18. CONFLICTS.

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. DISPUTE RESOLUTION.

County and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

20. FORCE MAJEURE.

Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

21. 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.

22. 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.

23. FUNDING LIMITATION.

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

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 Consultant or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo:

RECYCLING AND WASTE MANAGEMENT Department
163 MAY STREET Address
BISHOP, CA 93514 City and State

Consultant:

GEO-LOGIC ASSOCIATES Name
143 E SPRING HILL DRIVE Address
GRASS VALLEY, CA 95945 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 GEO-LOGIC ASSOCIATES
FOR THE PROVISION OF LANDFILL ENGINEERING **SERVICES**

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

COUNTY OF INYO

By:_____

Dated: _____

CONSULTANT

By:_____
Signature

_____
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

S:CoCo/Contracts/Misc./Geologic Engineering.156

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND GEO-LOGIC ASSOCIATES
FOR THE PROVISION OF LANDFILL ENGINEERING **SERVICES**

TERM:

FROM: AUGUST 16, 2016 **TO:** JUNE 30, 2021

SCOPE OF WORK:

Scope of Work includes, but is not limited to, the following:

- Provide on call structural, geological, hydrogeological, geotechnical, surveying and support services pertaining to landfills by appropriately licensed staff;

- Landfill module and cover design;

- Landfill gas collection and control system design;

- Groundwater remediation system design;

- Evaluation monitoring program design and implementation;

- Engineering feasibility studies;

- Corrective action program design and implementation;

- Remediation system(s) efficacy studies;

- Landfill tipping fee studies and implementation;

- Landfill specific regulatory document preparation, revision and review including but not limited to: Joint Technical Documents, Closure, Post-closure and Corrective Action Plans and Cost Estimates, Solid Waste Facility Permits, Authority to Construct, Permit to Operate;

- Various regulatory agency reports required as a result of regulations, studies, orders or violations.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND GEO-LOGIC ASSOCIATES
FOR THE PROVISION OF LANDFILL ENGINEERING **SERVICES**

TERM:

FROM: AUGUST 16, 2016 **TO:** JUNE 30, 2021

SCHEDULE OF FEES:

GEO-LOGIC ASSOCIATES ATTACHMENT B1
SUB-CONTRACTORS ATTACHMENT B2

(SUBCONTRACTOR MARKUP: 5%)

ATTACHMENT B1

Geo-Logic ASSOCIATES

2016-2019 FEE SCHEDULE

PROFESSIONAL STAFF	UNIT RATE
Staff Professional	$110.00/Hour
Project Professional I	135.00/Hour
Project Professional II	160.00/Hour
Senior Professional	175.00/Hour
Supervising Professional	199.00/Hour
Principal Professional	220.00/Hour
Court Appearance (Expert Witness, Deposition, etc.; four-hour minimum)	2 x HourlyRate

FIELD/LABORATORY STAFF	
Technician I	78.00/Hour
Technician II	85.00/Hour
Senior Technician (or Minimum Prevailing Wage)	95.00/Hour
Supervising Technician	110.00/Hour
Managing Technician	125.00/Hour

SUPPORT STAFF	
CADD/Designer	110.00/Hour
CADD Operator/Geotechnical Draftsperson	90.00/Hour
Geotechnical Clerk/Typist	58.00/Hour
Word Processor	80.00/Hour

*Overtime Premium is 35% of PERSONNEL CHARGE

*A surcharge of 20% of PERSONNEL CHARGES is applicable to personnel working in hazardous materials environments to compensate for costs associated with hazardous materials operations training and personnel medical examinations.

EQUIPMENT CHARGES	
BAT Permeameter	200.00/Day
Compaction Testing Equipment & Supplies	50.00/Day
Peel & Shear Strength Apparatus (FML Seams)	900.00/Month
Portable Laboratory (8' x 32' trailer) with equipment	1,200/Month
Portable Laboratory (mobilization / demobilization)	1,500.00
ReMi/Refraction Seismograph	600.00/Day
Sealed Single Ring Infiltrometer (SSRI)	200.00/Day or 750.00/Month
Sealed Double Ring Infiltrometer (SDRI)	Call for Quote
Slope Inclinometer	250.00/Day

EXPENSES	
Vehicle Use for Field Services	14.00/Hour or 320.00/week
Soil Sampling Equipment & Drilling Supplies	5.00/Hour
Groundwater Sampling Equipment and Supplies	15.00/Hour
Per Diem	Lesser of (Cost +5%) or (Local Government Rate)
Outside Services (Consultants, Surveys, Chemical lab Tests, etc.)	Cost + 5%
Reimbursables (Maps, Photos, Permits, Expendable Supplies, etc.)	Cost + 5%
Outside Equipment (Drill Rig, Backhoe, Monitoring Equipment, etc.)	Cost + 5%

<continued on next page>

ATTACHMENT B1

Geo-Logic ASSOCIATES

2016-2019 FEE SCHEDULE

SOIL TESTING	TEST METHOD	UNIT RATE
Atterberg Limits (LL, PL, and PI)	D4318	$150.00/Test
California Bearing Ratio (excluding moisture-density curve)	D1883	200.00/Point
Chloride Content		50.00/Test
Corrosivity Series (resistivity, pH, sulfate, chloride)		170.00/Test
Consolidation Test (without rate data – up to 8 loading increments)	D2435	150.00/Test
Consolidation Test (single point)	D2435	95.00/Test
Consolidation Test Rate Data (per load increment)	D2435	60.00/each
Direct Shear Test (at natural moisture)	D3080	65.00/Point
Direct Shear Test (saturated – strain rate 0.0084 inch/min.)	D3080	75.00/Point
Direct Shear Test (saturated, recycled – strain rate 0.0084 inch/min.)	D3080	120.00/Point
Direct Shear Test (consolidated drained)	D3080	150.00/Point
Direct Shear Test (consolidated drained, residual)	D3080	200.00/Point
Direct Shear Test (large shear box, 12 x 12)	D3080	270.00/Point
Expansion Index Test	D4829	125.00/Test
Grain-Size Mechanical Analysis - Sand-Clay, including Hydrometer	D422/D6913	150.00/Test
Grain-Size Mechanical Analysis - Gravel-Clay, including Hydrometer	D422/D6913	190.00/Test
Harvard Miniature Compaction Test		235.00/Test
Mechanical Analysis, Percent Passing #200	D1140/C117	75.00/Test
Mechanical Analysis - Sand or Gravel (no wash)	D422/C136	85.00/Test
Mechanical Analysis - Sand and Gravel	D422/C136	155.00/Test
Mechanical Analysis - Sand or Gravel	D422/C136	120.00/Test
Mechanical Analysis - Minus 3" to 200 Sieve, Full Sieve	D422/C136	155.00/Test
Moisture Content	D2216/D4643	16.00/Test
Moisture Density Curve for Compacted Fill (4-inch Mold)	D698	150.00/Test
Moisture Density Curve for Compacted Fill (6-inch Mold)	D698	175.00/Test
Moisture-Density Curve for Compacted Fill (4-inch Mold)	D1557	165.00/Test
Moisture-Density Curve – Compacted Fill (6-inch Mold)	D1557	200.00/Test
Moisture-Density Curve – Lime or Cement Treated (4-inch Mold)	D1557	210.00/Test
Moisture-Density Curve – Lime or Cement Treated (6-inch Mold)	D1557	250.00/Test
Moisture-Density Single Point	T272	80.00/Test
Moisture-Density Curve	Cal 216	175.00/Test
Organic Matter	D2974	85.00/Test
Permeability (falling head)	CAL220	180.00/Test
Permeability (flexible wall)	D5084	300.00/Test
Permeability (rigid wall - constant head pressure, 2" to 8" mold)	D2434	250.00/Test
Permeability (rigid wall - constant head pressure, 12" mold)	D2434	410.00/Test
Permeability (additional consolidation stresses)		95.00/stage
Permeability (air)	D6539	325.00/Test
Pinhole Dispersion Test; 4 increments (remold sample)	D4647	400.00/Test
Resistance Value	D2844	210.00/Test
Resistance Value – Lime or Cement Treated	D2844/CA301	260.00/Test
Resistivity & pH Test	Cal 532 or 643	90.00/Test
Sand Equivalent	Caltrans 217/D2419	75.00/Test
Soil pH	D4972	20.00/Test
Specific Gravity - Fine-Grained Soils	D854	75.00/Test
Sulfate Content		50.00/Test

<continued on next page>

Geo-Logic
ASSOCIATES

SOIL TESTING (continued)	TEST METHOD	UNIT RATE
Triaxial Compression Test (CD)	D4767 (modified)	575.00/Point
Triaxial Compression Test (CU with pore pressure)	D4767	425.00/Point
Triaxial Compression Test (UU)	D2850	125.00/Test
Triaxial Compression Test [Stage (Progressive) Test; CU]	D4767	1,000.00/Set
Unconfined Compression Test (undisturbed sample)	D2166	90.00/Test
Unit Dry Weight and Moisture Content (undisturbed sample)	D7263/D2216	22.00/Test

All test methods are ASTM unless otherwise noted.

Special sample preparation and laboratory testing not listed above will be charged at applicable personnel rates.

All laboratory test rates are for standard turn-around time and normal reporting procedures. Rush orders will be subject to a 25 percent premium. Manpower requirements or test protocol may preclude the granting of a rush request.

ATTACHMENT B1

Geo-Logic
ASSOCIATES

2016-2019 FEE SCHEDULE

AGGREGATE TESTING	TEST METHOD	UNIT RATE
Clay Lumps and Friable Particles	C142	$80.00/Test
Crushed Particles (Fractured Faces)		95.00/Test
Durability Index – Fine	D3744	120.00/Test
Durability Index – Coarse	D3744	140.00/Test
Flat and Elongated Particles	CRD119, 120	105.00/Test
Injurious Organic Matter	C40	60.00/Test
Insoluble Residue in Carbonate Aggregates	D3042	275.00/Test
Lightweight Pieces in Aggregate	C123	95.00/Test
Los Angeles Abrasion Test (500 revolutions)	C131	160.00/Test
Los Angeles Abrasion Test (1000 revolutions)	C535	180.00/Test
Mechanical Analysis - Sand or Gravel (dry sieve)	C136	70.00/Test
Mechanical Analysis (wash 200 sieve)	C117	65.00/Test
Mechanical Analysis (fine with wash 200 sieve)	C136	100.00/Test
Rapid Determination of Carbonate Content of Rock	4373	120.00/Test
Sample Crushing		85.00/Hour
Sand Equivalent	D2419	75.00/Test
Specific Gravity, Bulk, SSD with Absorption	C128/C127	110.00 Each
Sulfate Soundness, per sieve size	C88	135.00/Test

ROCK TESTING	TEST METHOD	UNIT RATE
Density	D7263	$35.00/Test
Density, Porosity, Specific Gravity, Water Content		110.00/Test
Indirect Tensile Strength (Brazilian), Single Break	D3967	55.00/Test
Indirect Tensile Strength (Brazilian), 10-15 Breaks	D3967	210.00/Test
Point Load Index, Single Break	D5731	35.00/Test
Point Load Index, 10-15 Breaks	D5731	180.00/Test
Rip-Rap (wet / dry, 10 cycles)	D5318	1,000.00/Test
Rip-Rap (freeze / thaw, 10 cycles)	D5312	800.00/Test
Rip-Rap (specific gravity)	D6473	110.00/Test
Rip-Rap Soundness (sodium)	D5240	400.00/Test
Rock Joint Direct Shear		260.00/Point
Rock Joint Direct Shear, additional normal load		95.00/Test
Slake Durability	D4644	200.00/Test
Triaxial Compression, with Young's modulus and Poisson's ratio		495.00/point
Uniaxial Strength (peak only; 2.5" maximum)	D7012	130.00/Test
Uniaxial Strength (with stress-strain curve)		call for quote
Uniaxial Strength (with stress-strain curve, add modulus and Poisson ratio)		call for quote
Rock preparation, cutting, and grinding		85.00/Hour

All test methods are ASTM unless otherwise noted.

Special sample preparation and laboratory testing not listed above will be charged at applicable personnel rates.

All laboratory test rates are for standard turn-around time and normal reporting procedures. Rush orders will be subject to a 25 percent premium. Manpower requirements or test protocol may preclude the granting of a rush request.

ATTACHMENT B1

Geo-Logic ASSOCIATES

2016-2019 FEE SCHEDULE

GEOSYNTHETIC MATERIALS	TEST METHOD	UNIT RATE
Seam Coupon Series (thickness, peel, and shear)		
Set of 5 each (Quantity 1-10)	D6392	$75.00/Test
Set of 5 each (Quantity 10 or more)	D6392	55.00/Test
Asperity Height	GRI GM12	35.00/Test
Liner Puncture Testing up to 350 psi		260.00/Test
Liner Puncture Testing over 350 psi		410.00/Test
Large Scale Direct Shear (ASTM D5321 and D6321)		
Geosynthetic vs Geosynthetic – Method A		210.00/Point
Soil vs Geosynthetic Friction – Method B		260.00/Point
GCL Internal Shear		310.00/Point
Shear Speed (<0.04)		110.00/Point
(Shear rate dependent on soil drainage characteristics and engineering specifications)		
Substrate Remolding Fee		60.00/Test
Additional Saturation Time (>24 hours)		60.00/Day
GCL Testing		
Index Flux Testing	D5887	270.00/Test
Fluid Loss	D5891	75.00/Test
Swell Index	D5890	70.00/Test
Mass per Unit Area	D5993	70.00/Sample
Custom Liner Testing		call for quote

All test methods are ASTM unless otherwise noted.

Special sample preparation and laboratory testing not listed above will be charged at applicable personnel rates.

All laboratory test rates are for standard turn-around time and normal reporting procedures. Rush orders will be subject to a 25 percent premium. Manpower requirements or test protocol may preclude the granting of a rush request.

ATTACHMENT B2

TEAM
ENGINEERING & MANAGEMENT, INC.
P.O. Box 1265, Bishop, California 93515-1265
760-872-1033 fax 760-872-2131

SCHEDULE OF FEES AND CHARGES

INYO COUNTY LANDFILL ENGINEERING AND ENVIRONMENTAL CONSULTANT SERVICES

Professional Fees	
Principal	$ 210.00 per hour
Project Manager	$ 180.00 per hour
Senior Engineer	$ 170.00 per hour
Senior Geologist	$ 160.00 per hour
Senior Environmental Scientist	$ 150.00 per hour
Project Scientist	$ 125.00 per hour
Staff Scientist	$ 105.00 per hour
Field Technician II	$ 95.00 per hour
Field Technician I	$ 80.00 per hour
Administrative Support	$ 75.00 per hour
Equipment Rental Charges	
Water Level Indicator	$ 35.00 per day
Groundwater Sampling Pump (<100'depth)	$ 115.00 per day
Groundwater Sampling Pump (>100'depth)	$ 175.00 per day
Dedicated Sample Tubing	$ 0.75 per foot
Air Quality Safety (CH4/CO) Meter	$ 60.00 per day
Landfill Gas Analyzer (GEM 2000)	$250.00/day or Cost+10%
Photoionization Detector	$ 100.00 per day
TSI Flowmeter	$ 35.00 per day
Expenses	
Mileage	$ 1.00 per mile
Vehicle Use 2WD	$ 105.00 per day
Vehicle Use 4WD	$ 125.00 per day
Specialized Computer Applications	$ 20.00 per hour
Necessary Job Related Expenses	Cost plus 10 percent

Above fees and charges are subject to change. Charges for services will be in accordance with TEAM's Schedule of Fees and Charges in effect at the time services are rendered. Overtime rates may apply for field events over 8 hours or for any night, holiday, or weekend work.

Terms of payment are as follows: All balances are due and payable upon receipt. Any balance that has not been received within 30 days of the invoice date is assessed a one and one-half percent (1½%) per month late charge. The 1½% (19.56% annual) late payment charge is applied to the delinquent balance every thirty days thereafter. TEAM reserves the right to terminate work in progress on any overdue account.

05/16

ATTACHMENT B2
ES ENGINEERING

Effective January 1, 2015

FEE SCHEDULE

Expert Witness/Forensic Evaluations	$250
Officer/ Principal	$212
Senior Registered Professional	$187
Senior Professional	$161
Project Professional	$140
Staff Professional	$109
Field/Assistant Engineer	$88
Senior Field Technician/ Inspector	$78
Field Technician	$67
Designer/ CADD Operator	$88
Clerical/ Word Processing	$67
Mileage	Standard Federal Rate for Business
Insurance – Waiver of Subrogation	3% of Project Cost
Copies	$0.10 each
Drawing Copies	$2.50 each
Communication & Computer Fee at 2% of Labor	2%

Equipment

GEM/ TVA Gas Monitoring Equipment	$150/day- $350/week
RKI Eagle Equipment	$85/day - $255/ week
OVA Equipment	$85/day - $255/week
PID Equipment	$125/day- $375/week
Pump Tray/Sampling Equipment	$50/day - $150/week
TSI Equipment	$100/day -$300/week
Water Level Meter	$25/day - $75/week
Draeger Handheld	$55/day - $165/week
Weather Station	$125/day - $375/week
Ambient Air Sampling Equipment (upgradient/downgradient)	$100/day - $300/week
Truck & Tools	$79/day

ATTACHMENT B2

DEL VALLE CONSULTING

Client's Initials	Consultant's Initials

Exhibit "B"

Time and Material Fee Schedule

Unless otherwise covered by this Agreement, the following rates shall apply to all Professional Consulting Services rendered for projects:

Principal	
Senior Consultant	$ 150.00/hour
Engineer	$ 100.00/hour
Field Technician	
Minimum Charge, Half Day (1 to 4 hours)	$ 250.00/min
Fixed rate per day (4 to 8 hours)	$ 500.00/day
Other	
CADD Operator	$ 50.00/hour
Clerical	$ 40.00/hour
Deposition and Testimony	
Hourly Rate	$ 200.00/hour
Minimum Charge, Half Day (1 to 4 hours)	$ 800.00 min
Professional Services by Others:	Actual cost + 15%
Expenses:	
Telephone, printing & reproductions	Actual cost + 15%
Travel expenses (food, lodging, etc.)	Actual cost + 15%

Auto or Travel:
Time spent in travel in the interest of the Client will be charged at the applicable hourly rates.

Overtime:
Overtime rates will be charged at 1.5 times the above hourly rates for all technicians, clerical, and other office support staff.

11768 Tammy Way, Grass Valley, CA (530) 272-2500 Fax. (314) 272-9358
California Engineering License 32046 Nevada Engineering License 12978
Oregon Engineering License 76954 Washington Engineering License 0041995
engineering.structures@gmail.com

ATTACHMENT B2

Eastern Sierra Land Surveys, Inc.

19 Shanna Circle
Crowley Lake, CA 93546

COMPENSATION

Categories	Hourly Rate
Survey crew	$190.00
Calculation time	$80.00
Project Coordination	$80.00
Boundary Map Research	$80.00
Drafting	$80.00
Expert Witness	$120.00

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND GEO-LOGIC ASSOCIATES
FOR THE PROVISION OF LANDFILL ENGINEERING **SERVICES**

TERM:

FROM: AUGUST 16, 2016 **TO:** JUNE 30, 2021

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

TRAVEL AND PER-DIEM WILL BE PAID IN ACCORDANCE WITH FEDERAL GOVERNMENT RATES AS OF THE DATES OF TRAVEL. RATES ARE AVAILABLE AT WWW.GSA.GOV

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND GEO-LOGIC ASSOCIATES
FOR THE PROVISION OF LANDFILL ENGINEERING **SERVICES**

TERM:

FROM: AUGUST 16, 2016 **TO:** JUNE 30, 2021

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

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

1. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

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

Additional Insured Status

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

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 Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

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

Special Risks or Circumstances

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

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO
AND GEO-LOGIC ASSOCIATES
FOR THE PROVISION OF LANDFILL ENGINEERING **SERVICES**

TERM:

FROM: AUGUST 16, 2016 **TO:** JUNE 30, 2021

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. **Consultant'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.

6. **Safety**. The consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives.

   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.

For Clerk's Use Only:
AGENDA NUMBER
13

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: Recycling and Waste Management

FOR THE BOARD MEETING OF: August ~~9~~ 16, 2016

SUBJECT: Award the bid and approve the contract between County of Inyo and Chuck Stewart for Olancha Transfer Station Maintenance.

DEPARTMENTAL RECOMMENDATION: Request that your Board; 1) award the bid, and approve the Contract between the County of Inyo and Chuck Stewart of Olancha, California for the period of August 9, 2016 through June 30, 2019, in an amount not to exceed $17,284.31 ($5,592 for the first year and up to a 3% CPI increase each of the following 2 years) subject to Board adoption of future County budgets, and, 3) authorize the Chairperson to sign the contract contingent upon obtaining the appropriate signatures.

SUMMARY DISCUSSION: Recycling and Waste Management (RWM) operates four transfer stations and utilizes individuals to provide maintenance services. This contract with Chuck Stewart is for maintenance of the Olancha Transfer Station which includes removal of windblown litter, weed removal and trash clean-up from August 9, 2016 through June 30, 2019.

ALTERNATIVES: Since this is considered a small volume transfer station, a permanent gate attendant is not required (at this time). However, site maintenance is required. RWM feels that this is the most cost effective method available.

OTHER AGENCY INVOLVEMENT: County Counsel, Risk Management, Auditor,

FINANCING: These services will be paid out of the Solid Waste Budget #045700, Object Code #5265 Special and 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: _____ Date 07/26/2016
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: eyes Date 08/9/2016
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) Richard J. Benson Date: 8/4/16

AGREEMENT BETWEEN COUNTY OF INYO

AND CHUCK STEWART

FOR THE PROVISION OF CLEANUP OF WINDBLOWN LITTER AT OLANCHA WASTE SITE **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the OLANCHA WASTE CLEANUP services of CHUCK STEWART of OLANCHA, 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. TERM.

The term of this Agreement shall be from 08/09/2016 to 06/30/2019 unless sooner terminated as provided below.

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 $17,284.31 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 ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

professional licensesor 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 Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

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

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

C. Contractor, its agents, officers, 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. AMENDMENT.

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

24. NOTICE.

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

County of Inyo
RECYCLING AND WASTE MANAGEMENT — Department
163 MAY ST. — Street
BISHOP, CALIFORNIA 93514 — City and State

Contractor:
CHUCK STEWART — Name
BOX 240 — Street
OLANCHA, CA — 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.

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AGREEMENT BETWEEN COUNTY OF INYO

AND CHUCK STEWART
FOR THE PROVISION OF CLEANUP OF WINDBLOWN LITTER AT OLANCHA WASTE SITE **SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

Charles Stewart
Print or Type Name

Dated: 01/27/16

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
CHUCK STEWART
AND _____
CLEANUP OF WINDBLOWN LITTER AT OLANCHA WASTE SITE
FOR THE PROVISION OF _____ **SERVICES**

TERM:

FROM: AUG 9, 2016 **TO:** JUNE 30, 2019

SCOPE OF WORK:

Contractor agrees to provide the tools necessary to clean up waste and litter debris inside and outside of the transfer station. Areas of maintenance will include, but not necessarily be limited to, the entry road and the area surrounding the transfer station in all directions at a minimum of 100 yards from the Olancha Transfer Station. All windblown paper and debris including all solid waste located in and around the area discussed above will be picked up and placed into the transfer station waste containers by the Contractor.

Maintenance will be provided as-needed but no less often than twice a week. Waste and litter will be picked up and placed in the waste bins for removal by the waste hauler.

If the Contractor suspects that hazardous material has been disposed of at the site, they will contact Recycling and Waste Management for instructions.

Contractor is entitled to claim all recycling and salvage materials that are picked up during the contractor's maintenance activities. No scavenging from dumpsters will be allowed due to inherent safety concerns.

Every month a calendar showing which days were worked, signed by contractor, shall be sent to:
Recycling and Waste Management
163 May St.
Bishop CA 93514

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND CHUCK STEWART

FOR THE PROVISION OF CLEANUP OF WINDBLOWN LITTER AT OLANCHA WASTE SITE SERVICES

TERM:

FROM: AUGUST 9, 2016 TO: JUNE 30, 2019

SCHEDULE OF FEES:

$466.00 per month

The term of the contract will be for a period of three fiscal years. Beginning with the 2016/2017 fiscal year, and each year thereafter, the contract amount will be adjusted utilizing the Los Angeles-Riverside-Orange County CPI; however, such increases shall not exceed 3% in any fiscal year.

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
AND CHUCK STEWART
FOR THE PROVISION OF CLEANUP OF WINDBLOWN LITTER AT OLANCHA WASTE SITE **SERVICES**

TERM:

FROM: AUGUST 9, 2016 **TO:** JUNE 30, 2019

SEE ATTACHED INSURANCE PROVISIONS

For Clerk's Use Only:
AGENDA NUMBER

14

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Recycling and Waste Management

FOR THE BOARD MEETING OF: August 2, 2016

SUBJECT: Recommendation for Award and approval of Contract between the County of Inyo and Preferred Septic and Disposal, Inc. for Waste Disposal Hauling Services from the Olancha, Keeler, and Darwin Transfer Stations.

DEPARTMENTAL RECOMMENDATION: Request that your Board; 1) award the bid, and approve the Contract between the County of Inyo and Preferred Septic and Disposal, Inc. for the period of August 2, 2016 through June 30, 2019, in an amount not to exceed $116,496.00 ($38,832.00 per year for three (3) years) subject to Board adoption of future County budgets, 2) authorize the inclusion of recycling, illegal dumping cleanup, and other services noted in Attachment A of the Contract, as part of the trash disposal services Contract, and, 3) authorize the Chairperson to sign the agreement contingent upon obtaining the appropriate signatures.

SUMMARY DISCUSSION: Inyo County has provided trash services within the communities of Olancha, Keeler and Darwin, among other communities in low population towns of the County. The cost for these trash services provided by Inyo County to some of the residents costs the County a combined $252,250 per year. These costs are paid for through the Inyo County Recycling and Waste Management Program budget which includes a contribution from the General Fund. We are currently recommending that the County continue providing these services for free to the residents in these communities, although there are several options the County could take which would save the County money. One program that would reduce County costs for trash services would be to implement a mandatory curbside trash program within a community, a Waste Permit Area, or possibly County Wide. Another option would be to institute a parcel fee that would cover Inyo County's cost for managing the transfer stations within communities that currently receive County paid-for transfer stations.

Previous to this bid Inyo County Recycling and Waste Management had a Contract for trash services for Olancha and Keeler and a separate Contract for Darwin. It was decided that a more efficient Contract would combine Olancha, Keeler and Darwin trash collection and hauling services. The previous, combined annual cost for trash services to Olancha, Keeler, and Darwin was $34,492.80 per year which included a 5% discount for paying within 30 days recipt of invoice. The cost of these trash services to Inyo County will be affected if a change to the waste hauler floor rate is made by your Board.

The Request for Bids requested that each bidder provide a Recycling Proposal, Illegal Dumping and Bulky Item Cleanup Proposal, as well as an Additional Services Proposal at no cost to Inyo County. The following are the proposals submitted by each waste hauler:

Recycling Proposals:

Preferred Septic and Disposal proposes to offer separate carts for aluminum, glass, plastic and a dumpster for cardboard, dumped as needed at no charge to Inyo County.

Bishop Waste proposes to provide a 20 cubic yard roll off container with 3 separate compartments and will accept aluminum, glass, plastics #1 and #2, cardboard and paper, dumped as needed for $550 per dump.

Illegal Dumping and Bulky Item Cleanup Proposals:

Preferred Septic and Disposal proposes to sub-Contract transfer station clean-up activities to McMurtrie Tanksley for an hourly rate of $245 per hour, including travel time and disposal fees.

Recycling Proposals:

Preferred Septic and Disposal proposes to offer separate carts for aluminum, glass, plastic and a dumpster for cardboard, dumped as needed at no charge to Inyo County.

Bishop Waste proposes to provide a 20 cubic yard roll off container with 3 separate compartments and will accept aluminum, glass, plastics #1 and #2, cardboard and paper, dumped as needed for $550 per dump.

Illegal Dumping and Bulky Item Cleanup Proposals:

Preferred Septic and Disposal proposes to sub-Contract transfer station clean-up activities to McMurtrie Tanksley for an hourly rate of $245 per hour, including travel time and disposal fees.

Bishop Waste proposes to provide a 40 cubic yard roll off container with access through the rear doors for the public, the roll off container would be picked up as needed for a cost of $508 per dump plus $100 if labor is necessary. Items in roll off container would be separated by Inyo County staff.

Additional Services at No Cost to Inyo County:

Preferred Septic and Disposal will provide, at no cost, a "mail out" to local residents about transfer station rules and regulations as guided by Inyo County. Create signs to direct where items are to be disposed of and to assist with keeping the transfer stations free of debris.

Bishop Waste will provide, free of charge, cleanup of general household litter at the transfer stations, two (2) newspaper advertisements that outline residential and commercial recycling opportunities and requirements as mandated by CalRecycle, and the installation of a mailbox with outreach information at each transfer station.

Preferred Septic and Disposal also suggested a cost savings recommendation to Inyo County that would reduce the number of bins provided at the Darwin transfer stationat an annual cost savings to Inyo County of $1,427.76. Preferred Waste has agreed to reduce the number of four yard dumpsters from four dumpsters to three dumpsters in Darwin, which will be monitored for effectiveness. It is recommended to establish a not-to-exceed amount that will allow for Inyo County to increase the number of dumpsters in Darwin if it is determined that three dumpsters is not effective. The addition of recycling containers in Darwin should reduce the amount of trash disposed of in the dumpsters, which should allow Inyo County to realize the cost savings provided by a reduction in dumpsters in Darwin.

The contract also provides for 2 separate, on-call, illegal dumping clean ups per year, the cost of these cleanups is estimated to cost Inyo County $980 per cleanup. Currently cleanup of illegally dumped items at the Olancha, Keeler and Darwin Transfer stations has been performed by Inyo County Recycling staff, and in cases where large amounts of hazardous waste, or bulky items have been dumped at the Olancha Transfer Station we have utilized the California Department of Fire (CDF) Inmate Work Crews for $240 per call out, which is a cost effective source for physical labor, but due to the unexpected nature of wild fires we cannot always rely on the availability of CDF Inmate Work Crews.

Based on the proposal evaluation criteria and resulting scoring totals, the Recycling and Waste Management program staff recommends the award of the bid and approval of the Contract to Preferred Septic and Disposal, Inc. with recycling and illegal dumping cleanup included in the Contract Scope of Work.

ALTERNATIVES: Your Board could choose to not implement this agreement and not place trash dumpsters in the communities of Keeler, Olancha and Darwin and require residents to either transport their waste to the Lone Pine landfill or pay for trash services at their home or business.

OTHER AGENCY INVOLVEMENT: County Counsel, Auditor, Risk Management

FINANCING: These services will be paid out of the Recycling and Waste Management Budget 045700, Object Code 5265 Professional Services contingent upon adoption of future County budgets.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date 07/22/2016
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 8/4/2014
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Richard J. Benson Date: 8/4/16

AGREEMENT BETWEEN COUNTY OF INYO
AND PREFERRED SEPTIC AND DISPOSAL, INC.
FOR THE PROVISION OF OLANCHA, KEELER AND DARWIN WASTE REMOVAL **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the S. COUNTY WASTE REMOVAL services of PREFERRED SEPTIC AND DISPOSAL, INC. of BISHOP, CALIFORNIA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment **A,** attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by 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. TERM.

The term of this Agreement shall be from AUGUST 2, 2016 to JUNE 30, 2019 unless sooner terminated as provided below.

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 $116,496.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed 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 ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

professional licensesor 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 Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

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

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

C. Contractor, its agents, officers, 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. AMENDMENT.

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

24. NOTICE.

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

County of Inyo
RECYCLING AND WASTE MANAGEMENT — Department
163 MAY ST. — Street
BISHOP, CALIFORNIA 93514 — City and State

Contractor:
PREFERRED DISPOSAL AND SEPTIC, INC — Name
1280 N. MAIN ST. — Street
BISHOP, CALIFORNIA 93514 — 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.

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AGREEMENT BETWEEN COUNTY OF INYO

AND PREFERRED SEPTIC AND DISPOSAL, INC.
FOR THE PROVISION OF OLANCHA, KEELER AND DARWIN WASTE REMOVAL **SERVICES**

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Dale Comontofski
Signature

Dale Comontofski
Print or Type Name

Dated: 7-26-16

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

N/A

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

M Baker

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
PREFERRED SEPTIC AND DISPOSAL, INC.
AND _____
OLANCHA, KEELER AND DARWIN WASTE REMOVAL
FOR THE PROVISION OF _____ **SERVICES**

TERM:

FROM: AUG 2, 2016 **TO:** JUNE 30, 2019

SCOPE OF WORK:

OLANCHA TRANSFER STATION: 9 EACH, 4 CUBIC YARD DUMPSTERS FOR TRASH DISPOSAL EMPTIED 2 TIMES PER WEEK, RECYCLING CONTAINERS EMPTIED AS NEEDED CONSISTING, AT A MINIMUM, 96 GALLON RECYCLING CART FOR ALUMINUM, 96 GALLON RECYCLING CART FOR GLASS, 96 GALLON RECYCLING CART FOR PLASTICS, 4 CUBIC YARD DUMPSTER FOR CARDBOARD

KEELER TRANSFER STATION: 8 EACH, 4 CUBIC YARD DUMPSTERS FOR TRASH DISPOSAL EMPTIED 1 TIME PER WEEK, RECYCLING CONTAINERS EMPTIED AS NEEDED CONSISTING, AT A MINIMUM, 96 GALLON RECYCLING CART FOR ALUMINUM, 96 GALLON RECYCLING CART FOR GLASS, 96 GALLON RECYCLING CART FOR PLASTICS, 4 CUBIC YARD DUMPSTER FOR CARDBOARD

DARWIN TRANSFER STATION: 4 EACH, 4 CUBIC YARD DUMPSTERS FOR TRASH DISPOSAL EMPTIED 1 TIME PER WEEK, RECYCLING CONTAINERS EMPTIED AS NEEDED CONSISTING, AT A MINIMUM, 96 GALLON RECYCLING CART FOR ALUMINUM, 96 GALLON RECYCLING CART FOR GLASS, 96 GALLON RECYCLING CART FOR PLASTICS, 4 CUBIC YARD DUMPSTER FOR CARDBOARD

ILLEGAL DUMPING AND BULKY ITEM CLEANUP ON AN ON-CALL BASIS.

NUMBER OF DUMPSTERS AT A TRANSFER STATION MAY BE MODIFIED AT COUNTY'S DISCRETION IF IT IS DETERMINED THAT MORE OR FEWER DUMPSTERS ARE CAPABLE OF HANDLING THE COMMUNITIES TRASH NEEDS.

ANY ADJUSTMENT TO THE NUMBER OF DUMPSTERS SHALL CHANGE THE APPLICABLE FEES BY THE CORRESPONDING PRICE PER CONTAINER IN THE FEE SCHEDULE.

DUMPSTERS THAT CANNOT BE EMPTIED, OR DO NOT NEED TO BE EMPTIED WILL NOT BE CHARGED TO INYO COUNTY AT A RATE OF $27.45 PER DUMPSTER NOT EMPTIED, COUNTY WILL BE NOTIFIED WITHIN 24 HOURS OF TRASH SERVICES AT TRANSFER STATION IF A DUMPSTER(S) COULD NOT BE EMPTIED BY WASTE HAULER.

ADDITIONAL SERVICES, FREE TO INYO COUNTY: A MAILER WILL BE SENT TO EVERY HOUSEHOLD AND BUSINESS IN OLANCHA, KEELER AND DARWIN TO PROPERLY EDUCATE RESIDENTS ON RULES AND REGULATIONS REGARDING TRANSFER STATION IN THE RESPECTIVE COMMUNITIES, MAILER WILL BE APPROVED BY INYO COUNTY RECYCLING AND WASTE MANAGEMENT STAFF BEFORE BEING SENT. CREATE AND INSTALL SIGNS AT EACH TRANSFER STATION TO DIRECT RESIDENTS WHERE TO DISPOSE OF TRASH AND TO DIRECT RESIDENTS ON WHICH ITEMS SHOULD BE PLACED IN EACH RECYCLING CONTAINER, SIGNS WILL BE APPROVED BY INYO COUNTY BEFORE INSTALLATION OCCURS.

DUMPSTERS SHALL BE IN GOOD WORKING CONDITION, LIDS SHALL COMPLETELY COVER THE DUMPSTER WHEN CLOSED, REPAIR OR REPLACEMENT TO DAMAGED DUMPSTERS SHALL BE PERFORMED WITHIN 7 CALENDAR DAYS OF FINDING THAT DUMPSTER IS DAMAGED.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
PREFERRED SEPTIC AND DISPOSAL, INC.
AND _____
OLANCHA, KEELER AND DARWIN WASTE REMOVAL
FOR THE PROVISION OF _____ **SERVICES**

TERM:
FROM: AUGUST 2, 2016 **TO:** JUNE 30, 2019

SCHEDULE OF FEES:

OLANCHA: 9 EACH, 4 CUBIC YARD DUMPSTERS FOR TRASH EMPTIED 2 TIMES PER WEEK:
PRICE PER CONTAINER = $197.22 PER MONTH, TOTAL FOR 9 DUMPSTERS = $1,774.98 PER MONTH

OLANCHA RECYCLING AS STATED IN SCOPE OF WORK: FREE OF CHARGE

KEELER: 8 EACH, 4 CUBIC YARD DUMPSTERS FOR TRASH, EMPTIED 1 TIME PER WEEK:
PRICE PER CONTAINER = $118.98 PER MONTH, TOTAL FOR 8 DUMPSTERS = $951.84 PER MONTH

KEELER RECYCLING AS STATED IN SCOPE OF WORK: FREE OF CHARGE

DARWIN: 4 EACH, 4 CUBIC YARD DUMPSTERS FOR TRASH, EMPTIED 1 TIME PER WEEK:
PRICE PER CONTAINER = $118.98 PER MONTH, TOTAL FOR 4 DUMPSTERS = $475.92 PER MONTH

DARWIN RECYCLING AS STATED IN SCOPE OF WORK: FREE OF CHARGE

ILLEGAL DUMPING AND BULKY ITEM CLEANUP: CHARGED AT $980 PER CLEAN UP, ON-CALL SERVICE

5% SAVINGS FOR INVOICES PAID WITHIN 30 DAYS OF RECEIPT FOR TRASH SERVICES, EXLUDES ILLEGAL DUMPING AND BULKY ITEM CLEANUP CHARGES.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND PREFERRED SEPTIC AND DISPOSAL, INC.

FOR THE PROVISION OF OLANCHA, KEELER AND DARWIN WASTE REMOVAL **SERVICES**

TERM:

FROM: AUGUST 2, 2016 **TO:** JUNE 30, 2019

SEE ATTACHED INSURANCE PROVISIONS

Specifications 1

Insurance Requirements for Most Contracts

(Not for Professional Services or Construction Contracts)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Verification of Coverage

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

Special Risks or Circumstances

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

For Clerk's Use Only:
AGENDA NUMBER

15

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Recycling and Waste Management

FOR THE BOARD MEETING OF: August 16, 2016

SUBJECT: Approve Consent to Assignment of Rights Under Waste Hauling Agreement with Benz Sanitation, DBA Ridgecrest Sanitation

DEPARTMENTAL RECOMMENDATION: Request that your Board approve and authorize the chairman to sign the consent to assignment of rights letter with Benz Sanitation, Inc., dba Ridgecrest Sanitation.

SUMMARY DISCUSSION: Benz Sanitation, dba Ridgecrest Sanitation provides hauling services in the Homewood Canyon transfer station through an agreement. Benz Sanitation is in the process of being sold to USA Waste of California, Inc. Therefore, in order to continue to provide the service, per the terms of the agreement, Benz has requested that the County consent to assign the rights and obligations of Benz Sanitation under the agreement to the new entity (USA Waste of California, Inc.).

If signed, all terms of the current agreement will remain.

ALTERNATIVES: Your Board could choose to withhold assignment. However, it is unlikely that another contractor would be available to provide this service.

OTHER AGENCY INVOLVEMENT: County Counsel

FINANCING: These services are paid out of the Recycling and Waste Management Budget 045700, Object Code 5265, Professional Services. This assignment will not affect the cost of the service.

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 8/10/16
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:_____ Date_____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Richard J. Benson Date: 8/10/16

AGREEMENT BETWEEN COUNTY OF INYO
AND RIDGECREST SANITATION
FOR THE PROVISION OF WASTE HAULING HOMEWOOD CANYON **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the WASTE HAULING services of RIDGECREST SANITATION of TEHACHAPI,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. INTIAL TERM AND OPTIONS.

The initial term of this Agreement shall be from DECEMBER 1, 2015 to JUNE 30, 2016 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, 2016 through JUNE 30, 2017

b. From JULY 1, 2017 through JUNE 30, 2018

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 Sum $8021.79 + adjusted $13,751.64 [16-17]+adjusted 16-17 [17-18] 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 licensesor 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
RECYCLING WASTE MANAGEMENT — Department
163 MAY ST — Street
BISHOP, CA 93514 — City and State

Contractor:
RIDGECREST SANITATION — Name
P O BOX 1750 — Street
TEHACHAPI, CA 93581 — 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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ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND RIDGECREST SANITATION

FOR THE PROVISION OF WASTE HAULING HOMEWOOD CANYON **SERVICES**

TERM:

FROM: 12/1/2015 **TO:** 6/30/2018

SCOPE OF WORK:

Provide once per week pick-up of seven (7) - three (3) cubic yard containers for solid waste located in Homewood Canyon Transfer Station and transport waste to the Ridgecrest Landfill in Kern County. All permits and fees required by the State of California are the responsibility of the waste hauler.

Provide once per week pick-up of two (2) - 96 gallon recycling receptacles for recycling of aluminum cans, tin/metal and foil, plastic #1-7 glass, cardboard and newspaper.

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

In the event Contractor knows or reasonably believes that the refuse includes materials which are hazardous wastes or toxic materials in such amounts as may be transported or disposed of only pursuant ot lawfully issued permits and/or licenses, Contractorshal promptly notify the Admistrator of Recycling & Waste Management for Inyo County and shall not transport such materials.

Pursuant to section 2021.1(a) of the Diesel Particulate Matter Regulations, your company must be in compliance with all applicable air pollution control laws.

7008 2810 0000 9344 1791

BENZ
One Complete Operation

CONFIDENTIAL

June 7, 2016

County of Inyo
Recycling Waste Management Department
163 May Street
Bishop, CA 93514

Re: Request for Consent to Assignment of Rights Under Waste Hauling Agreement

To Whom it may concern;

Benz Sanitation, Inc. ("Benz") has agreed to sell substantially all of its assets to USA Waste of California, Inc. ("USAWC") pursuant to an Agreement of Purchase and Sale of Assets dated as of April 22, 2016 (the "APA"). The transaction contemplated by the APA (the "Transaction") is currently expected to close in August 2016.

As part of the Transaction, Benz desires to assign to USAWC all of Benz's rights under that certain Agreement for the Provision of Waste Hauling Homewood Canyon Services dated December 1, 2015 between County of Inyo (the "County") and Benz Sanitation, Inc. (dba Ridgecrest Sanitation) (the "Agreement"), and to have USAWC assume Benz's obligations on a going-forward basis under the Agreement. Pursuant to Section 15 of the Agreement, Benz is writing this letter to request the written consent of the County to such assignment and assumption, in each case to be effective only upon completion of the Transaction.

Based on the foregoing, Benz respectively requests that an authorized representative of the County, acting on behalf of the County, sign this letter in the space provided below and return such countersigned copy of this letter to Benz to confirm the County's consent to Benz's assignment and assumption of the Agreement, and to acknowledge that, upon closing of the Transaction, USAWC will acquire all right, title and interest of Benz under the Agreement and will be solely responsible, in the place of Benz, for performance of the Agreement on a going-forward basis from the date of such closing.

Please return a signed copy of this letter by email to pickle@benzinc.us and jbenz@benzinc.us, with the original to follow by mail to the undersigned at the address above. If you have any questions regarding this request, please contact the undersigned at (661) 822-5273 or (661) 972-4477. For any questions regarding USAWC, please contact Joe Cassin at (503) 493-7861 or by email to JCassin@wm.com.

Thank you for your prompt attention to this matter.

Sincerely,

BENZ SANITATION, INC.

By: _____
Name: Paul Benz
Title: President

Assignment and assumption of the Agreement as described above is approved and consented to by Inyo County.

Dated: _____

INYO COUNTY

By: _____
Name: _____
Title: _____

For Clerk's Use Only:

16

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: August 16, 2016

SUBJECT: Approval of the Medi-Cal Data Privacy and Security Agreement

DEPARTMENTAL RECOMMENDATION:
Request that your Board approve the Medi-Cal Data Privacy and Security Agreement (PSA) between the California Department of Health Care Services (DHCS) and the Inyo County Department of Health and Human Services (HHS) for the period of September 1, 2016 – August 31, 2019, and authorize the Director of Health and Human Services to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
In July 2007, the California department of Health Care Services (DHCS) entered into an agreement with the federal Social Security Administration (SSA) that limits access to SSA data to only authorized employees who need it to perform their official duties. The agreement also contains security procedures relating to the protection of Personally Identifiable Information (PII).

The DHCS is charged with ensuring that its contractors, including all California counties, comply with the requirements of the federal SSA agreement. Inyo County originally entered into a Medi-Cal Data Privacy and Security Agreement with DHCS in 2008 and the current 2013 PSA expires on August 31, 2016.

HHS strives to meet all privacy and security requirements related to the administration of the Medi-Cal program. Additional areas to bring into compliance under the 2016 PSA are listed separately in the attached plan. The HHS and Information Services Departments are working to assess compliance with the updated privacy and security rules, and will mitigate any security gaps discovered.

ALTERNATIVES:
The Board could choose not to approve the agreement. Failure to enter into the agreement could result in the Social Security Administration (SSA) revoking access to SSA information that HHS needs to make Medi-Cal Eligibility determinations and assist in the administration of the Medi-Cal program.

OTHER AGENCY INVOLVEMENT:
Information Services, Personnel

FINANCING:
No funding is associated with this agreement.

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: 08/05/2016
AUDITOR/CONTROLLER: N/A	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: _____ Date: _____
PERSONNEL DIRECTOR: N/A	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: _____ Date: _____
INFORMATION SERVICES DIRECTOR:	**INFORMATION TECHNOLOGY AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Information Services prior to submission to the Board Clerk.)* Approved: _____ Date: 08/08/2016

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 8-16-16

New requirements under the 2016 Medi-Cal Privacy and Security Agreement (compared to 2013 PSA) - Plan of Action

PSA (2016) Section	New Requirement	Notes
IX. B.	Data in Vehicles.	Need to assess compliance. The department will review their current policies and assess if they currently have a policy that covers the transportation of PII in vehicles.
IX. C.	Public Modes of Transportation.	Need to assess compliance. The department will review their current policies and assess if they currently have a policy that covers the transportation of PII in public modes of transportation as well as assess their current training to insure this policy is included.
XII.	Compliance With Department of Homeland Security Agreement.	Need to assess compliance.

MEDI-CAL PRIVACY AND SECURITY AGREEMENT BETWEEN the California Department of Health Care Services and the County of Inyo, Department of Health and Human Services

PREAMBLE

The Department of Health Care Services (DHCS) and the County of Inyo, Department of Health and Human Services (County Department) enter into this Medi-Cal Privacy and Security Agreement (Agreement) in order to ensure the privacy and security of Medi-Cal Personally Identifiable Information (PII).

DHCS receives federal funding to administer California's Medicaid Program (Medi-Cal). The County Department assists in the administration of Medi-Cal, in that DHCS and the County Department access DHCS eligibility information for the purpose of determining Medi-Cal eligibility.

This Agreement covers the County of Inyo, Department of Health and Human Services workers, who assist in the administration of Medi-Cal; and access, use, or disclose Medi-Cal PII.

DEFINITIONS

For the purpose of this Agreement, the following terms mean:

1. "Assist in the administration of the Medi-Cal program" means performing administrative functions on behalf of Medi-Cal, such as determining eligibility for, or enrollment in, or the amount of, public benefits, and collecting Medi-Cal PII for such purposes, to the extent such activities are authorized by law.

2. "Breach" refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to Medi-Cal PII, whether electronic, paper, verbal, or recorded.

3. "County Worker" means those county employees, contractors, subcontractors, vendors and agents performing any functions for the County that require access to and/or use of Medi-Cal PII and that are authorized by the County to access and use Medi-Cal PII.

4. "Medi-Cal PII" is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be

used to access their files, such as name, social security number, date of birth, driver's license number or identification number. PII may be electronic, paper, verbal, or recorded.

5. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Medi-Cal PII, or interference with system operations in an information system which processes Medi-Cal PII that is under the control of the County or County's Statewide Automated Welfare System (SAWS) Consortium, or a contractor, subcontractor or vendor of the County.

6. "Secure Areas" means any area where:
   a. County Workers assist in the administration of Medi-Cal;
   b. County Workers use or disclose Medi-Cal PII; or
   c. Medi-Cal PII is stored in paper or electronic format.

AGREEMENTS

NOW THEREFORE, DHCS and County Department mutually agree as follows:

I. PRIVACY AND CONFIDENTIALITY

A. The County Department workers covered by this Agreement (County Workers) may use or disclose Medi-Cal PII only as permitted in this Agreement and only to assist in the administration of Medi-Cal in accordance with Welfare and Institutions Code section 14100.2 and 42 Code of Federal Regulations section 431.300 et.seq., or as required by law. Disclosures, which are required by law, such as a court order, or are made with the explicit written authorization of the Medi-Cal client, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. No County Worker shall duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.

B. Pursuant to this Agreement, County Workers may only use Medi-Cal PII to perform administrative functions related to determining eligibility for individuals applying for Medi-Cal.

C. Access to Medi-Cal PII shall be restricted to County Workers who need to perform their official duties to assist in the administration of Medi-Cal.

D. County Workers who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

II. PERSONNEL CONTROLS

The County Department agrees to advise County Workers who have access to Medi-Cal PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the County Department shall implement the following personnel controls:

A. ***Employee Training***. Train and use reasonable measures to ensure compliance with the requirements of this Agreement by County Workers, including, but not limited to:

1. Provide initial privacy and security awareness training to each new County Worker within 30 days of employment and;

2. Thereafter, provide annual refresher training or reminders of the privacy and security safeguards in this Agreement to all County Workers. Three or more security reminders per year are recommended;

3. Maintain records indicating each County Worker's name and the date on which the privacy and security awareness training was completed;

4. Retain training records for a period of three years after completion of the training.

B. ***Employee Discipline***.

1. Provide documented sanction policies and procedures for County Workers who fail to comply with privacy policies and procedures or any provisions of these requirements.

2. Sanction policies and procedures shall include termination of employment when appropriate.

C. ***Confidentiality Statement***. Ensure that all County Workers sign a confidentiality statement. The statement shall be signed by County Workers prior to accessing Medi-Cal PII and annually thereafter. Signatures may be physical or electronic. The signed statement shall be retained for a period of three years.

The statement shall include at a minimum:

1. General Use;

2. Security and Privacy Safeguards;

3. Unacceptable Use; and

4. Enforcement Policies.

D. ***Background Screening***.

1. Conduct a background screening of a County Worker before they may access Medi-Cal PII.

2. The background screening should be commensurate with the risk and magnitude of harm the employee could cause. More thorough screening shall be done for those employees who are authorized to bypass significant technical and operational security controls.

3. The County Department shall retain each County Worker's background screening documentation for a period of three years following conclusion of employment relationship.

III. MANAGEMENT OVERSIGHT AND MONITORING

To ensure compliance with the privacy and security safeguards in this Agreement the county shall perform the following:

A. Conduct periodic privacy and security review of work activity by County Workers, including random sampling of work product. Examples include, but are not limited to, access to case files or other activities related to the handling of Medi-Cal PII.

B. The periodic privacy and security reviews must be performed or overseen by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of the Medi-Cal program, and the use or disclosure of Medi-Cal PII.

IV. INFORMATION SECURITY AND PRIVACY STAFFING

The County agrees to:

A. Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this Agreement.

B. Assign county workers to be responsible for administration and monitoring of all security related controls stated in this Agreement.

V. PHYSICAL SECURITY

The County Department shall ensure Medi-Cal PII is used and stored in an area that is physically safe from access by unauthorized persons at all times. The County Department agrees to safeguard Medi-Cal PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

A. Secure all areas of the County Department facilities where County Workers assist in the administration of Medi-Cal and use, disclose, or store Medi-Cal PII.

B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
   1. Properly coded key cards
   2. Authorized door keys
   3. Official identification

C. Issue identification badges to County Workers.

D. Require County Workers to wear these badges where Medi-Cal PII is used, disclosed, or stored.

E. Ensure each physical location, where Medi-Cal PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.

F. Ensure there are security guards or a monitored alarm system at all times at the County Department facilities and leased facilities where 500 or more individually identifiable records of Medi-Cal PII is used, disclosed, or stored. Video surveillance systems are recommended.

G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of Medi-Cal PII have perimeter security and physical access controls that limit access to only authorized County Workers. Visitors to the data center area must be escorted at all times by authorized County Workers.

H. Store paper records with Medi-Cal PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are County Department and non-County Department functions in one building in work areas that are not securely segregated from each other. It is recommended that all Medi-Cal PII be locked up when unattended at any time, not just within multi-use facilities.

I. The County shall have policies that include, based on applicable risk factors, a description of the circumstances under which the County Workers

can transport Medi-Cal PII, as well as the physical security requirements during transport. A County that chooses to permit its County Workers to leave records unattended in vehicles must include provisions in its policies to provide the Medi-Cal PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit Medi-Cal PII be left unattended in a vehicle overnight or for other extended periods of time.

J. The County Department shall have policies that indicate County Workers are not to leave records with Medi-Cal PII unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.

VI. TECHNICAL SECURITY CONTROLS

A. ***Workstation/Laptop Encryption***. All workstations and laptops, which use, store and/or process Medi-Cal PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.

B. ***Server Security***. Servers containing unencrypted Medi-Cal PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

C. ***Minimum Necessary***. Only the minimum necessary amount of Medi-Cal PII required to perform required business functions may be accessed, copied, downloaded, or exported.

D. ***Mobile Device and Removable Media***. All electronic files, which contain Medi-Cal PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.

E. ***Antivirus Software***. All workstations, laptops and other systems, which process and/or store Medi-Cal PII, must install and actively use an anti-virus software solution. Anti-virus software should have automatic updates for definitions scheduled at least daily.

F. ***Patch Management.***

1. All workstations, laptops and other systems, which process and/or store Medi-Cal PII, must have critical security patches applied, with system reboot if necessary.

2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.

3. At a maximum, all applicable patches deemed as critical must be installed within 30 days of vendor release. It is recommended that critical patches which are high risk be installed within seven days.

4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.

G. ***User IDs and Password Controls.***

1. All users must be issued a unique user name for accessing Medi-Cal PII.

2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee, at maximum within 24 hours.

3. Passwords are not to be shared.

4. Passwords must be at least eight characters.

5. Passwords must be a non-dictionary word.

6. Passwords must not be stored in readable format on the computer or server.

7. Passwords must be changed every 90 days or less. It is recommended that passwords be required to be changed every 60 days or less.

8. Passwords must be changed if revealed or compromised.

9. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

    a. Upper case letters (A-Z)
    b. Lower case letters (a-z)
    c. Arabic numerals (0-9)
    d. Special characters

H. ***User Access***. In conjunction with DHCS, management should exercise control and oversight, of the function of authorizing individual user access to Social Security Administration (SSA) data, Medi-Cal Eligibility Data System (MEDS), and over the process of issuing and maintaining access control numbers, IDs, and passwords.

I. ***Data Destruction***. When no longer needed, all Medi-Cal PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the Medi-Cal PII cannot be retrieved.

J. ***System Timeout***. The systems providing access to Medi-Cal PII must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

K. ***Warning Banners***. The systems providing access to Medi-Cal PII must display a warning banner stating, at a minimum:

1. Data is confidential;
2. Systems are logged;
3. System use is for business purposes only, by authorized users; and
4. Users shall log off the system immediately if they do not agree with these requirements.

L. ***System Logging***.

1. The systems which provide access to Medi-Cal PII must maintain an automated audit trail that can identify the user or system process which initiates a request for Medi-Cal PII, or alters Medi-Cal PII.
2. The audit trail shall:
    a. Be date and time stamped;
    b. Log both successful and failed accesses;
    c. Be read-access only; and
    d. Be restricted to authorized users.
3. If Medi-Cal PII is stored in a database, database logging functionality shall be enabled.
4. Audit trail data shall be archived for at least three years from the occurrence.

M. ***Access Controls***. The system providing access to Medi-Cal PII shall use role based access controls for all user authentications, enforcing the principle of least privilege.

N. ***Transmission Encryption***.

1. All data transmissions of Medi-Cal PII outside of a secure internal network must be encrypted using a FIPS 140-2 certified algorithm that is 128 bit or higher, such as AES or TLS. It is encouraged, when available and when feasible, that 256 bit encryption be used.

2. Encryption can be end to end at the network level, or the data files containing Medi-Cal PII can be encrypted.

3. This requirement pertains to any type of Medi-Cal PII in motion such as website access, file transfer, and email.

O. ***Intrusion Prevention***. All systems involved in accessing, storing, transporting, and protecting Medi-Cal PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

VII. AUDIT CONTROLS

A. ***System Security Review***.

1. The County Department must ensure audit control mechanisms are in place.

2. All systems processing and/or storing Medi-Cal PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.

3. Reviews should include vulnerability scanning tools.

B. ***Log Reviews***. All systems processing and/or storing Medi-Cal PII must have a process or automated procedure in place to review system logs for unauthorized access.

C. ***Change Control***. All systems processing and/or storing Medi-Cal PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

D. ***Anomalies***. When the county or DHCS suspects MEDS usage anomalies, the county will work with DHCS to investigate the anomalies and report conclusions of such investigations and remediation to DHCS.

VIII. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

A. ***Emergency Mode Operation Plan***. The County Department must establish a documented plan to enable continuation of critical business processes and protection of the security of Medi-Cal PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours. It is recommended that counties conduct periodic disaster recovery testing, including connectivity exercises conducted with DHCS, if requested.

B. ***Data Centers***. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of Medi-Cal PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.

C. ***Data Backup Plan***.

1. The County Department shall have established documented procedures to backup Medi-Cal PII to maintain retrievable exact copies of Medi-Cal PII.

2. The documented backup procedures shall contain a schedule which includes incremental and full backups.

3. The procedures shall include storing backups offsite.

4. The procedures shall ensure an inventory of backup media. It is recommended that the county periodically test the data recovery process.

IX. PAPER DOCUMENT CONTROLS

A. ***Supervision of Data***. Medi-Cal PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.

B. ***Data in Vehicles***. The County shall have policies that include, based on applicable risk factors, a description of the circumstances under which the County Workers can transport Medi-Cal PII, as well as the physical security requirements during transport. A County that chooses to permit its County Workers to leave records unattended in vehicles must include provisions in its policies to provide the Medi-Cal PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit Medi-

Cal PII be left unattended in a vehicle overnight or for other extended periods of time.

C. ***Public Modes of Transportation***. Medi-Cal PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.

D. ***Escorting Visitors***. Visitors to areas where Medi-Cal PII is contained shall be escorted, and Medi-Cal PII shall be kept out of sight while visitors are in the area.

E. ***Confidential Destruction***. Medi-Cal PII must be disposed of through confidential means, such as cross cut shredding or pulverizing.

F. ***Removal of Data***. Medi-Cal PII must not be removed from the premises of County Department except for justifiable business purposes.

G. ***Faxing***.

1. Faxes containing Medi-Cal PII shall not be left unattended and fax machines shall be in secure areas.

2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.

3. Fax numbers shall be verified with the intended recipient before sending the fax.

H. ***Mailing***.

1. Mailings containing Medi-Cal PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.

2. Mailings that include 500 or more individually identifiable records containing Medi-Cal PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt.

X. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this Agreement, the County Department agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

A. ***Initial Notice to DHCS***:

Immediately upon discovery of a suspected security incident that involves data provided to DHCS by the SSA, the county shall notify DHCS by email or telephone.

Within one working day of discovery, the county shall notify DHCS by email or telephone of unsecured PHI or PI, if that PHI or PI was, or is, reasonably believed to have been accessed or acquired by an unauthorized person, any suspected security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII in violation of this Agreement, or potential loss of confidential data affecting this Agreement. Notice shall be made using the "DHCS Privacy Incident Report" (PIR) form, including all information known at the time. The County Department shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, select "Privacy & HIPAA" and then "County Use") or use this link: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/CountiesOnly.aspx. Initial, Investigation, and Completed PIRs are submitted to the DHCS Privacy Office and the DHCS Information Security Office.

A breach shall be treated as discovered by the County Department as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach), who is an employee, officer or other agent of the County Department. Notice shall be provided to the DHCS Privacy Office and the DHCS Information Security Office.

Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII, the County Department shall take:

1. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

B. ***Investigation and Investigative Report***. The county shall immediately investigate breaches and security incidents involving Medi-Cal PII, and, if the initial PIR did not include all of the information marked with an asterisk, or if new or updated information is available, submit an updated PIR **within 72 hours of the discovery**. The updated PIR shall include all of the information marked with an asterisk, and all other applicable information listed on the form, to the extent known at that time.

C. ***Complete Report***. If all of the required information was not included in either the initial report, or the investigation report, then a separate complete report must be submitted **within ten working days of the discovery**. The Complete Report of the investigation shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the PIR, the County Department shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the Completed Report is submitted, by submitting the revised or additional information on an updated PIR. DHCS will review and approve or disapprove the determination of whether a breach occurred, and if individual notifications and corrective action plans are required.

D. ***Notification of Individuals.*** When applicable state or federal law requires DHCS to notify individuals of a breach or unauthorized disclosure of their Medi-Cal PII, the following provisions apply: If the cause of the breach is attributable to the County Department or its subcontractors, agents or vendors, the County Department shall pay any costs of such notifications, as well as any and all costs associated with the breach. The notifications shall comply with the requirements set forth in California Civil Code Section 1798.29, and 42 U.S.C. section 17932, and its implementing regulations, including but not limited to the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The DHCS Privacy Office shall approve the time, manner and content of any such notifications and their review and approval must be obtained before notifications are made. DHCS may elect to assign responsibility for such notification to the County Department. In the event DHCS assigns notification responsibility to the County Department, DHCS shall provide the County Department with the appropriate direction and procedures to ensure notice is provided pursuant to applicable law. If the cause of the breach is attributable to DHCS, DHCS shall pay any costs associated with such notifications. If there is any question as to whether DHCS or the County Department is responsible for the breach, DHCS and the County Department shall jointly determine responsibility for purposes of allocating the costs of such notices.

E. ***Responsibility for Reporting of Breaches when Required by State or Federal Law***. If the cause of a breach of Medi-Cal PII is attributable to the County Department or its agents, subcontractors or vendors, the County Department is responsible for reporting the breach and all costs associated with the breach. If the cause of the breach is attributable to DHCS, DHCS is responsible for reporting the breach and for all costs associated with the

breach. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, DHCS and the County Department shall coordinate to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to jointly determine responsibility for purposes of allocating the costs of such reports, if any.

F. ***DHCS Contact Information***. To direct communications to the above referenced DHCS staff, the County Department shall initiate contact as indicated herein. DHCS reserves the right to make changes to the contact information below by giving written notice to the County Department. Said changes shall not require an amendment to this Agreement to which it is incorporated.

DHCS Privacy Office	**DHCS Information Security Office**
DHCS Privacy Office c/o: Office of HIPAA Compliance MS 4722 P.O. Box 997413 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646 or (866) 866-0602	DHCS Information Security Office MS 6400 P.O. Box 997413 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: EITS Service Desk (916) 440-7000 or (800) 579-0874

XI. COMPLIANCE WITH SSA AGREEMENT

The County Department agrees to comply with substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between SSA and DHCS, known as the Information Exchange Agreement (IEA), which are appended and hereby incorporated in to this Agreement (Exhibit A). The specific sections of the IEA with substantive privacy and security requirements, which are to be complied with by the County Department are in the following sections: E, Security Procedures; F, Contractor/Agent Responsibilities; G, Safeguarding and Reporting Responsibilities for PII, and in Attachment 4, Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies

Exchanging Electronic Information with SSA. If there is any conflict between a privacy and security standard in these sections of the IEA and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII.

If SSA changes the terms of its agreement(s) with DHCS, DHCS will, as soon as reasonably possible after receipt, supply copies to CWDA as well as the DHCS proposed target date for compliance. For a period of 30 days, DHCS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the 30 day period, DHCS will submit the proposed target date to SSA, which will be subject to adjustment by SSA. Once a target date for compliance is determined by SSA, DHCS will supply copies of the changed agreement to the CWDA and the Counties, along with the compliance date expected by SSA. If a County is not able to meet the SSA compliance date, it must submit Corrective Action Plan (CAP) to DHCS for review and approval at least 30 days prior to the SSA compliance date. Any potential County resource issues may be discussed with DHCS through a collaborative process in developing their CAP.

XII. COMPLIANCE WITH DEPARTMENT OF HOMELAND SECURITY AGREEMENT

The County Department agrees to comply with substantive privacy and security requirements in the Computer Matching Agreement (CMA) Between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and the California Department of Health Care Services (CA-DHCS), known as the CMA, which is appended and hereby incorporated in to this Agreement (Exhibit B). If there is any conflict between a privacy and security standard in the CMA and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII.

If DHS-USCIS changes the terms of its agreement(s) with DHCS, DHCS will, as soon as reasonably possible after receipt, supply copies to CWDA as well as the DHCS proposed target date for compliance. For a period of 30 days, DHCS will accept input from CWDA on the proposed target date and make adjustments, if appropriate. After the 30 day period, DHCS will submit the proposed target date to DHS-USCIS, which will be subject to adjustment by DHS-USCIS. Once a target date for compliance is determined by DHS-USCIS, DHCS will supply copies of the changed agreement to the CWDA and the Counties, along with the compliance date expected by DHS-USCIS. If a County is not able to meet the DHS-USCIS compliance date, it must submit Corrective Action Plan (CAP) to DHCS for review and approval at least 30 days prior to the DHS-USCIS compliance date. Any potential County resource issues may be discussed with DHCS through a collaborative process in developing their CAP.

XIII. COUNTY DEPARTMENT'S AGENTS AND SUBCONTRACTORS

The County Department agrees to enter into written agreements with any agents, including subcontractors and vendors, to whom County Department provides Medi-Cal PII received from or created or received by County Department in performing functions or activities related to the administration of Medi-Cal that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to the County Department with respect to Medi-Cal PII, including restrictions on disclosure of Medi-Cal PII and the use of appropriate administrative, physical, and technical safeguards to protect such Medi-Cal PII. The County Department shall incorporate, when applicable, the relevant provisions of this Agreement into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII be reported to the County Department.

XIV. ASSESSMENTS AND REVIEWS

In order to enforce this Agreement and ensure compliance with its provisions, the County Department agrees to allow DHCS to inspect the facilities, systems, books, and records of the County Department, with reasonable notice from DHCS, in order to perform assessments and reviews. Such inspections shall be scheduled at times that take into account the operational and staffing demands. The County Department agrees to promptly remedy any violation of any provision of this Agreement and certify the same to the DHCS Privacy Office and DHCS Information Security Office in writing, or to enter into a written corrective action plan with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

XV. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations by the County Department of the privacy or security of Medi-Cal PII, or federal or state laws or agreements concerning privacy or security of Medi-Cal PII, the County Department shall make all reasonable effort to make itself and County Workers assisting in the administration of Medi-Cal and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses. DHCS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to the County Department at no cost to the County Department to testify as witnesses, in the event of litigation or administrative proceedings involving the County Department based upon claimed violations by DHCS of the privacy or security of Medi-Cal PII, or state or federal laws or agreements concerning privacy or security of Medi-Cal PII.

XVI. AMENDMENT OF AGREEMENT

DHCS and the County Department acknowledge that federal and state laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. Upon request by DHCS, the County Department agrees to promptly enter into negotiations concerning an amendment to this Agreement as may be needed by developments in federal and state laws and regulations. DHCS may terminate this Agreement upon thirty (30) days written notice if the County Department does not promptly enter into negotiations to amend this Agreement when requested to do so, or does not enter into an amendment that DHCS deems necessary.

XVII. TERMINATION

This Agreement shall terminate on September 1, 2019, regardless of the date the Agreement is executed by the parties. The parties can agree in writing to extend the term of the Agreement; county requests for an extension must be justified to and accepted by DHCS and limited to no more than a three-month extension. Such an extension may, upon county request and DHCS approval, be renewed for one additional three month period. Regardless of the extension status, all provisions of this Agreement that provide restrictions on disclosures of Medi-Cal PII and that provide administrative, technical, and physical safeguards for the Medi-Cal PII in the County Department's possession shall continue in effect beyond the termination of the Agreement, and shall continue until the Medi-Cal PII is destroyed or returned to DHCS.

XVIII. TERMINATION FOR CAUSE

Upon DHCS' knowledge of a material breach or violation of this Agreement by the County Department, DHCS may provide an opportunity for the County Department to cure the breach or end the violation and may terminate this Agreement if the County Department does not cure the breach or end the violation within the time specified by DHCS. This Agreement may be terminated immediately by DHCS if the County Department has breached a material term and DHCS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, the County Department must destroy all PII in accordance with Section VII, above. The provisions of this Agreement governing the privacy and security of the PII shall remain in effect until all PII is destroyed and DHCS receives a certificate of destruction.

XIX. SIGNATORIES

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement.

The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement. The contract is effective on the day the final signature is obtained.

For the County of Inyo Department of Health and Human Services,

(Signature)	(Date)
Jean Turner	Director
(Name)	(Title)

For the Department of Health Care Services,

(Signature)	(Date)
Jennifer Kent	Director
(Name)	(Title)

Exhibit A
Computer Matching and Privacy Protection Act Agreement between SSA and CHHS, and Information Exchange Agreement between SSA and DHCS with Attachment "Electronic Information Exchange Security Requirements for State and Local Agencies Exchanging Electronic Information with SSA." These are sensitive documents that are provided separately to the County's privacy and security officer.

Exhibit B
Computer Matching Agreement between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and The California Department of Health Care Services (CA-DHCS). This is a sensitive document that is provided separately to the County's privacy and security officer.

For Clerk's Use Only:
AGENDA NUMBER

17

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: August 16, 2016

SUBJECT: General Plan land-use map designation correction for 2290 Dixon Lane (APN 10-352-01)

DEPARTMENTAL RECOMMENDATION: Adopt resolution entitled "*A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, CERTIFYING THAT THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) HAVE BEEN MET AND MAKING CERTAIN FINDINGS WITH RESPECT TO; AND APPROVING THE GENERAL PLAN CORRECTION OF LAND-USE DESIGNATION FOR 2290 DIXON LANE, BISHOP COMMUNITY, INYO COUNTY, CALIFORNIA (APN 10-352-01)*"

SUMMARY DISCUSSION: In processing TPM#386/Pool, an inconsistency was found between the Zoning designation and General Plan Land-use designation map for the property. In order to approve TPM#386/Pool the Zoning and General Plan designation must be consistent. However, in the 2001 General Plan revision a clerical mapping error was created when a portion of the lot zoned Light Industrial was mapped Residential Medium-High Density, and a portion of the lot zoned Single Residential or Mobilehome Combined was mapped Light Industrial (please see EXHIBIT A). The land-use of the property has been consistent with its zoning since the creation of the General Plan. The property owner does not plan to change land-use or create new development for the time being. Due to the inconsistency, PM#386/Pool cannot be completed.

This inconsistency had been noted in 2007 by the former Planning Director when Mr. Pool applied for a similar parcel subdivision. The former Planning Director made note of the General Plan/Zoning inconsistency in a letter to Mr. Pool, stating "in the 2001 Inyo County General Plan an error was made involving the location of the Residential Medium (RM) and Light Industrial (LI) land use designations....They were reversed however the current zoning is correct" (please see EXHIBIT B, number 12).

ANALYSIS: The Property's eastern portion was zoned for Light Industrial in 1976, while the remaining area was zoned Single Residential or Mobile home Combined. The Cal Tron plant was a pre-existing, non-conforming use prior to the 1976 zone change. Mr. Pool requested the parcel to be rezoned "Manufacturing" at that time but was denied due to inconsistency with the General Plan. The Board then directed the Commission to pursue amending the General Plan to enable the rezoning. The actions were completed and resulted in a section of the Parcel being zoned "Manufacturing" and mapped so in the General Plan (please see EXHIBIT C).

Other than a rezoning classification taken place in 1985 to update the designation title ("Manufacturing" to "Light Industrial"), no land-use changes have taken place since its initial classification. As a result, staff has found no reasoning for the current General Plan Land-use mapping designations shown per location other than a clerical error. Furthermore, no General Plan Land-use maps prior to the 2001 update have been found. As a result, staff is recommending that your Board approve the correction of the General Plan by

designating the east side of the Parcel "Light Industrial" and the remaining west and southwest portion as "Residential Medium Density", as shown in Exhibit A.

The Planning Commission has approved the Parcel Map Subdivision with a condition of approval being that the correction to the General Plan Land-Use map designation of the Parcel is approved by the Board of Supervisors to reflect the current zoning designation prior to recordation of the Final Map.

NEXT STEP: The Board may consent to allow the mapping correction of the General Plan's Land-use designation map. In doing so, the Board will remedy a past error, creating greater consistency between the General Plan and Zoning Code.

ENVIRONMENTAL REVIEW: The Inyo County Planning Commission has approved Tentative Parcel Map #386/Pool and deemed it exempt from the requirements of CEQA on July 27, 2016. The proposal is covered by the General Rule 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

ALTERNATIVES: The Board may choose not to consent to the mapping correction and instead require a General Plan Amendment action.

FINANCING: General funds are utilized.

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

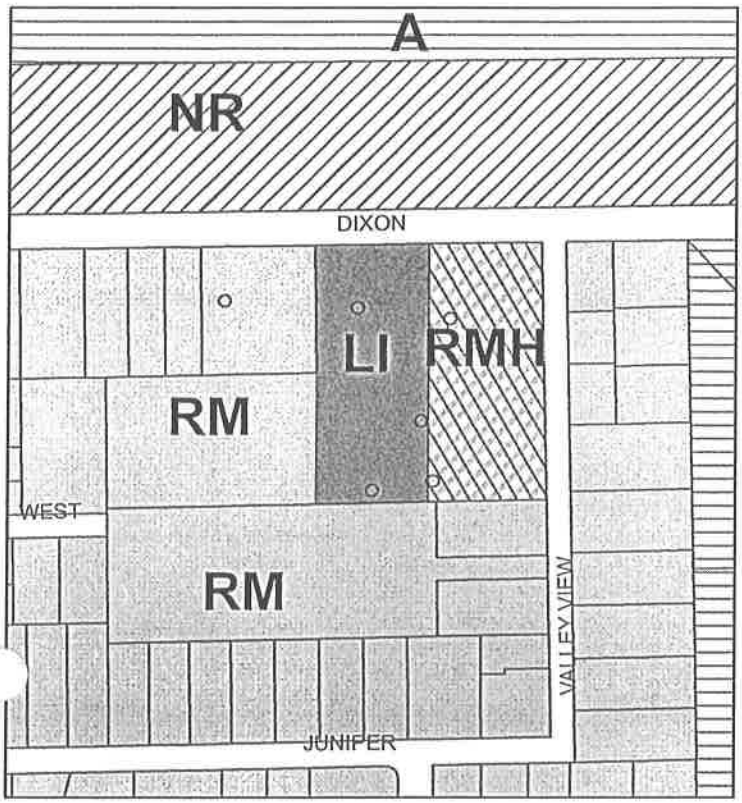
DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)

Date: 8/4/16

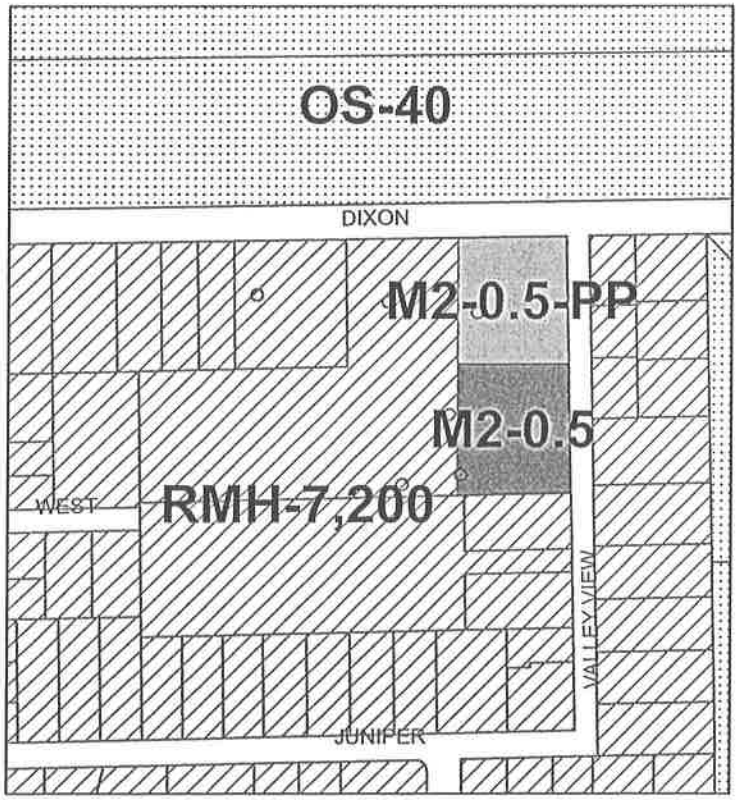
Attachments:
EXHIBIT A – Staff mapping "General Plan & Zoning Inconsistency; 2290 Dixon Lane; 10-352-01"
EXHIBIT B – 2007 Incomplete Application letter to Mr. Pool from former Planning Director Pat Cecil
EXHIBIT C – 1980 Bishop Community Plan Land-usc map extraction of Dixon Lane/Meadow Farms

EXHIBIT A
General Plan & Zoning Inconsistency
2290 Dixon Lane
10-352-01

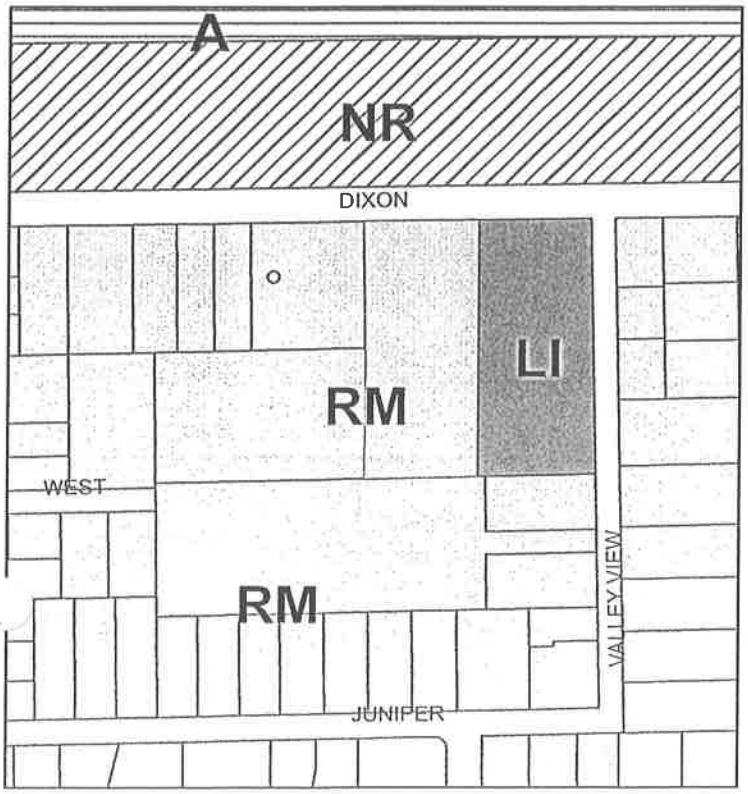
General Plan designation



Zoning designation



Proposed General Plan designation



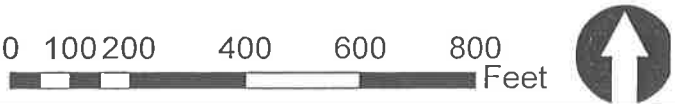


EXHIBIT B

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

Phone: (760) 878-0263
(760) 872-2706
FAX: (760) 872-2712
E-Mail: inyoplanning@qnet.com

November 7, 2007

Daniel & Collene Pool
2290 Dixon Lane
Bishop, CA
93514-8094

John R. Langford
Bear Engineering, Inc.
P.O. Box 657
Bridgeport, CA 93517

INCOMPLETE APPLICATION

RE: Tentative Parcel Map #386/POOL

Dear Sirs:

This letter is in regards to the above tentative parcel map. After reviewing your application we feel that it is still complete.

The Planning Department has the following statements and comments regarding Tentative Parcel Map No. 386:

1. A signed updated application is needed (attached).

2. A signed fee agreement is needed (attached).

3. It appears that the property owners list and stamped envelopes are those that were submitted with Parcel Maps #374 & 375 in August 2005. New envelopes, stamps and owners list is needed. (Old envelopes attached).

4. One mylar (24"x 36" & 11"x 17") is needed with the required prints. Note; there are no topographic data shown on the parcel map and fence lines are also missing from the parcel map due to poor developing.

5. According to Bear Engineering most of Jans's letter of 1/26/2006 have been addressed but the applicant still wants a private access to Parcels 2 and 3.

EXHIBIT B

6. Note 3 on the parcel map is unclear. What parcels are to be provided water by Caltrons Corp.? Parcel 2 has an existing well. Cannot tell if Parcel 1 gets water from Parcel 2 or not.

7. Note 13 on the parcel map is untrue. Under the scenario of the least amount of improvements, West Street must be extended by grading with a cul-de-sac; a driveway must be provided to Parcel 1 and the sewer line must be extended to Parcel 3.

8. Note 14 on the parcel map is not true. How is parcel 3 to receive sewer disposal services from the Eastern Sierra CSD? No provisions have been made on the parcel map for easements for electricity or cable TV to serve Parcel 3 from West Street. If the fifteen foot (15') public utilities easement from Valley View is to provide these services to Parcel 3 then the utility lines (sewer, water, electricity, cable TV) must be installed. Assurances must be made to insure that if Parcel 3 is re-subdivided the utilities are capable of handling the increase in demand (especially for water and sewer lines).

9. **Parcel 1:** The existing sewer line that serves Parcel 1 crosses Parcel 2. It is shown that a 10' wide sewer line easement will be provided. This sewer line easement will significantly encumber the future owner of Parcel 2. It even **crosses under** the existing 12'x 70' mobilehome on Parcel 2. It was recommended that the sewer line be relocated to within the proposed 20' driveway serving Parcel 1 if grade permits; is the existing drainage easement (O.R. 198/485) on Parcel 1 & 2 required? If not, can it be terminated which will improve future development of these two parcels?; if the well on Parcel 2 is to provide water to Parcel 1 assurance will have to be provided that the well/pump/storage facilities are adequate to serve the two parcels; a private water system permit will be required from the Inyo County Environmental Health Services Department as a condition of approval for the parcel map.

10. **Parcel 2:** Requirements for curbs, gutters, and sidewalks are covered by the County Subdivision Ordinance. They are required for the frontage along West Street unless waived by the Planning Commission based upon topography or other conditions which would not warrant their installation; the waiver for curbs, gutters and sidewalks along West Street (Parcel 2) could possibly be supported as the five existing lots on West Street cannot be further subdivided and no such improvements exist on that portion of West Street; the twenty foot (20') wide unimproved driveway across Parcel 2 providing access to Parcel 1 cannot be supported. The County does not approve a subdivision creating landlocked parcels with only private access easements. There have been cases when "flag lots" have been approved based upon certain conditions. This would require that the driveway be widened to forty feet (40) and become a portion of Parcel 1; an example of this requirement for forty feet of frontage is clearly shown by Mr. Cline's parcel which receives access to Valley View just south of the Pool

property; a twenty foot wide private driveway access would probably also be opposed by the Bishop Fire Protection District.

11. **Parcel 3:** The access to Parcel 3 is proposed to be provided by a "roadway easement" to be provided by the adjacent property owner (Mr. Cline). This is very unclear as to whom Mr. Cline is going to grant the easement to and who can utilize it. Can the owner of Parcel 1, garbage trucks, propane trucks, the public, utilities, etc. use it? As it would still be Mr. Cline's property then he is liable for any accidents or problems involving it; this should be changed to an Offer of Dedication to Inyo County; constructed to Inyo County Road standards; have a 50' wide radius cul-de-sac. It should be extended an additional twenty feet in order to provide forty feet of frontage for Parcel 3. It could then be accepted by Inyo County into their road system for their maintenance and snow removal; it would then allow utilities (i.e electricity, TV, sewer, etc.) and the public to utilize the road and cul-de-sac. It would release Mr. Cline from any future liability problems; the parcel map shows a proposed fifteen-foot utility easement crossing the Remainder parcel for the benefit of Parcel 3. What utilities are to use this easement? If it is for the Eastern Sierra CSD for a gravity sewer line then that sewer line is required to be installed as a condition of the parcel map. The County does not approve parcels that do not have provisions for sewage disposal to the parcel. Just providing a five hundred foot easement to a sewer main is not acceptable; a sewer connection fee will be required to be paid to the Eastern Sierra CSD for Parcel 3 prior to the recording of the parcel map.

12. **Parcel 4:** In the 2001 Inyo County General Plan an error was made involving the location of the Residential Medium (RM) and Light Industrial (LI) land use designations on Parcel 4 and the Remainder Parcel. They were reversed however the current zoning is correct. One of the findings the Planning Commission must make on all subdivisions is that the subdivision is consistent with the General Plan. In this case, they probably can but will be stretching the interpretation; Parcel 4 is designated as LI and requires a ½ acre parcel size which it meets. The use of the parcel as a residence doesn't; the same can be said for the Remainder parcel. It is designated as RM, which requires about a 7,200 minimum parcel size, which it meets. The use of the parcel as a light industrial use doesn't; the general plan error really needs to be corrected in order to eliminate future development on the two parcels. The County will process, at no cost, a revision to the general plan. No environmental documentation will be required as it is solely to correct a mistake and will reflect the current land uses. A revision to the General Plan (even to correct a mapping error) requires a hearing before the Planning Commission and Board of Supervisors. If the applicant concurs the County should undertake this correction; with the filing of this parcel map it will make the RM and LI land use designation and the existing zoning (RMH-7,200; M-2-0.5 and M-2-PP-0.5) not coinciding with the parcel lines of the Remainder Parcel. This will adversely affect the future development of the west side of the Remainder Parcel; *Just a thought,* this problem needs to

be resolved, this does not result from a county error but results from the way the applicant desires to subdivide the property. Correcting this would require **both** a General Plan Amendment and Zone Reclassification (and possibly an environmental document) which could be done at a later date but that would just put off the problem. One could consider making the entire Remainder Parcel with an LI land use designation and an M-2-0.5-PP zoning designation); the status of Inyo County's ownership of the Dixon Lane right-of-way needs to be clarified. The parcel map shows Parcel 4 and the Remainder Parcel well into the pavement of Dixon Lane. We may need to clarify its status by requiring and Offer of Dedication along Dixon Lane (30') in conjunction with this parcel map for the frontage along **both** Parcel 4 and the Remainder Parcel. In the RMH zone curb, gutters and sidewalks are required. A waiver of curbs, gutters and sidewalks along Dixon Lane could possibly be supported as none of this portion of Dixon Lane has these types of improvements and there is an existing irrigation ditch at this location.

13. **Remainder Parcel:** It is proposed to provide water to Parcels 3 and 4 from the Remainder Parcel. Assurance will have to be provided that the well/pump/storage facilities are adequate to serve the three parcels. A private water system permit will be required from the Inyo County Environmental Health Services Department; the water line serving Parcel 4 shall be provided with a ten-foot wide water line easement; requirements for curbs, gutters and sidewalks are not required in the M-2 zoning district.

14. There is a number of existing drainage ditches shown on Parcel 1, Parcel 3, Parcel 4 and the Remainder Parcel. These drainage courses should be protected by drainage easements (10 feet?) to be shown on the Final Parcel Map.

Please feel free to contact this office at (760) 878-0263 if you which to discuss this matter further.

Sincerely,

Pat Cecil

Pat Cecil
Planning Director

cc: Linda Arcularius – 1st District Supervisor
Ron Chegwidden – Public Works Director

2001 General Plan

Needs a GPA processed for this MAPPING ERROR

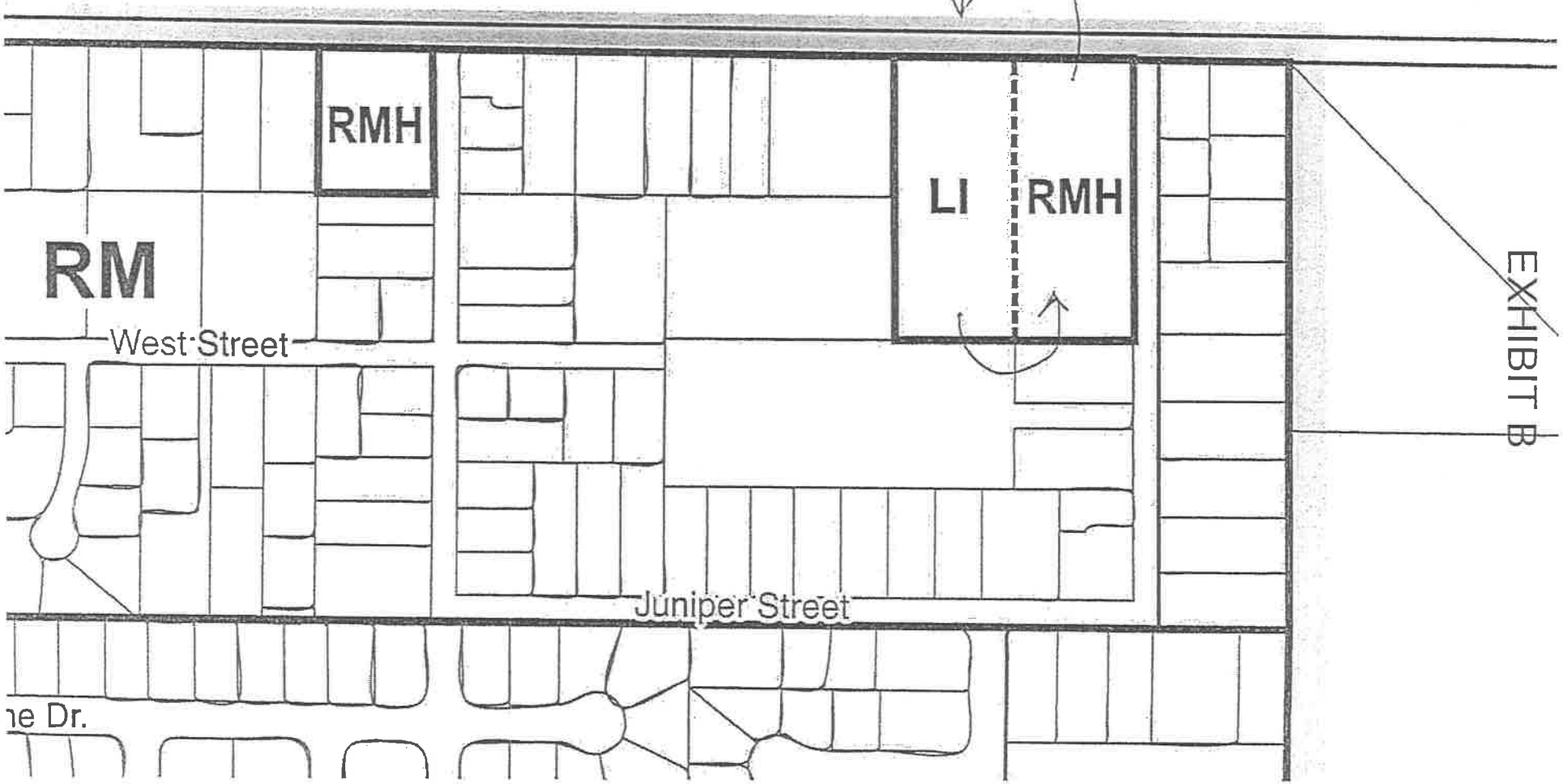


Exhibit C

DIXON LANE/MEADOW FARMS

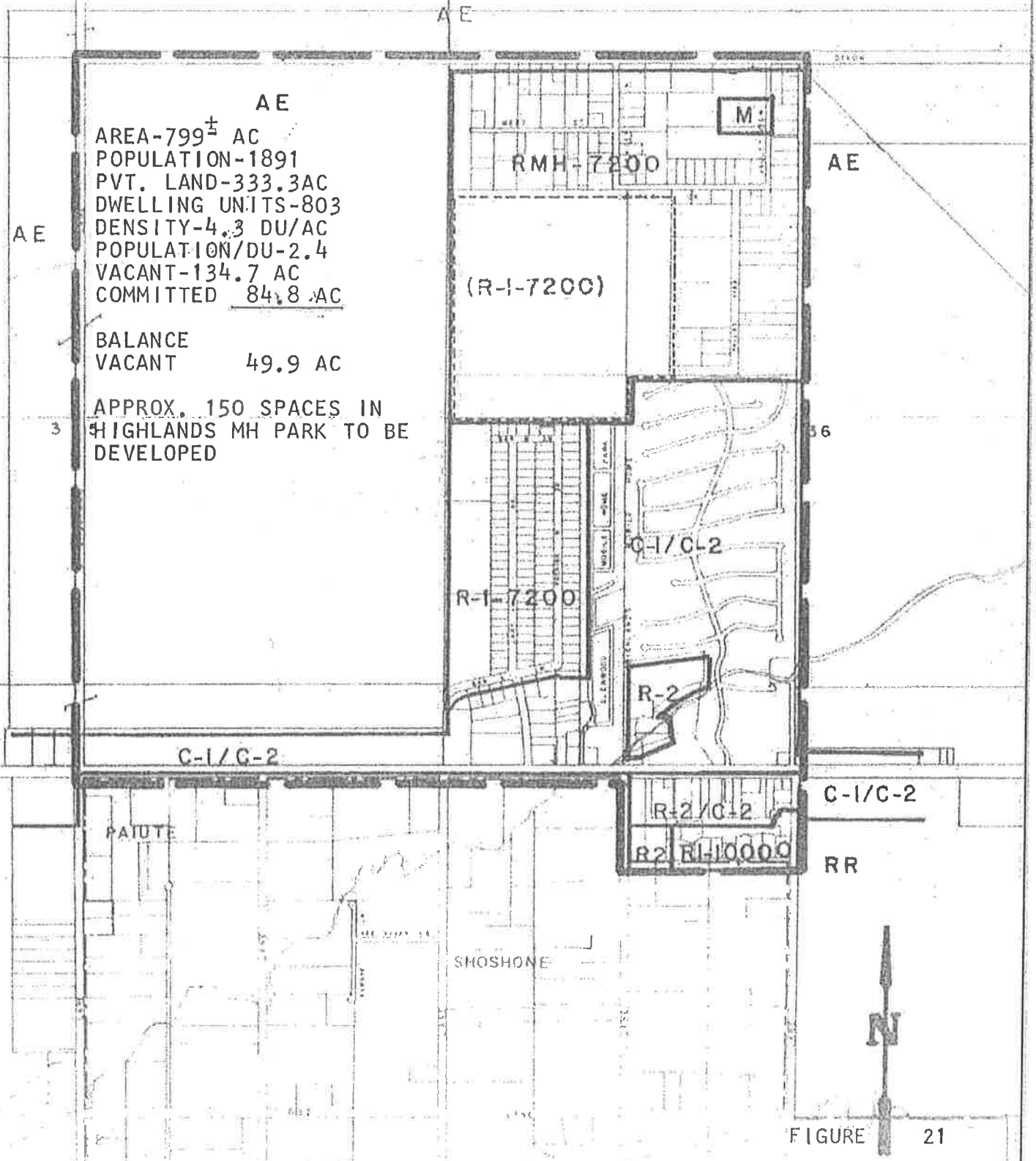


FIGURE 21

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, CERTIFYING THAT THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) HAVE BEEN MET AND MAKING CERTAIN FINDINGS WITH RESPECT TO; AND APPROVING THE GENERAL PLAN CORRECTION OF LAND-USE DESIGNATION FOR 2290 DIXON LANE, BISHOP COMMUNITY, INYO COUNTY, CALIFORNIA (APN 10-352-01)

WHEREAS, in processing Tentative Parcel Map subdivision #386/Pool, an inconsistency was found between the Zoning designation and General Plan Land-use designation map for the property located at 2290 Dixon Lane, Bishop Community, Inyo County, California (APN 10-352-01); and

WHEREAS, in updating the General Plan in 2001 a clerical mapping error was made for the Parcel; and

WHEREAS, a General Plan map correction for the land-use designation of 2290 Dixon Lane is desired to meet consistency with the current Zoning designation and use of the Parcel; and

WHEREAS, on the 17th of February 1976 the Parcel was split-zoned Residential Medium-High Density on the west and southwest portions, and Light Industrial on the east portion. In 1985 a Rezone was issued for the Parcel to update the zone classification name and since then no other rezoning or land-use changes have taken place; and

WHEREAS, the current General Plan map designation displays Light Industrial on the west portion, Residential Medium Density on the southwest portion, and Residential Medium-High Density on the east portion; and

WHEREAS, evidence from ten (10) building permits for the Parcel dating back to 1969 list the zoning designations consistent with the current zoning designations; and

WHEREAS, the Inyo County Board of Supervisors, through Section 15.12.040 of Inyo County Code, has designated the Planning Commission as the Environmental Review Board pursuant to Section 15002 of the California Environmental Quality Act (CEQA) Guidelines; and

WHEREAS, pursuant to Section 15025 of the State CEQA Guidelines as implemented by Section 15.12.040 of the Inyo County Code (CEQA Procedures), the Planning Commission is responsible for the environmental review of all County projects; and

WHEREAS, the Inyo County Planning Commission has approved Tentative Parcel Map #386/Pool and deemed it exempt from the requirements of CEQA on July 27, 2016; and

NOW, THEREFORE, BE IT HEREBY RESOLVED that, based on all of the written and oral comment, including the Planning Department Staff Report concerning the above described clerical mapping error, this Board makes the following findings:

1.) Based on substantial evidence in the record, the proposed General Plan land-use designation map correction is consistent with the Goals and Policies of the Inyo County General Plan, current Zoning designation, and current land-use.

[Evidence: The correction is consistent with the land-use that has taken place on the Parcel since the inception of the 1980 General Plan land-use designation map and County Zoning code.]

2.) Based on substantial evidence in the record, the proposed General Plan mapping designation reclassification is consistent with Title 18 (Zoning Ordinance) of the Inyo County Code.

(Evidence: The purpose and intent of the Zoning Code so to be in accordance with the County's General Plan (Inyo County Code Section 18.03.020.)

4.) The project site is already developed and will not result in the loss of native vegetation or wildlife habitat. Therefore, this change will have a "de minimus" impact on wildlife resources as outlined in the California Department of Fish and Game Code Section 711.4.

(Evidence: The Parcel is already disturbed land, free of vegetation and is currently used as a Cal-Tron station manufacturing plastic moldings and a residential parcel.)

5.) The proposed use is properly related to other uses and transportation and service facilities in the vicinity.

(Evidence: This proposed correction will create consistency with the surrounding parcels designated Residential Medium Density leaving the eastern portion, away from residential, as Light Industrial.)

6.) The proposed correction would not, under all the circumstances of this case, adversely affect the health or safety of persons living or working in the vicinity, or be materially detrimental to the public welfare.

(Evidence: The General Plan correction seeks to correct an error and represent the existing and continued land-use taken place on the Parcel. Enforcement of the current General Plan designation would result in a zoning reclassification and change of land-use bring about potentially new adverse effects)

7.) The proposed use is necessary or desirable.

(Evidence: The proposed correction is necessary to protect the residential use and allow for the continuation of the industrial use.)

BE IT FURTHER RESOLVED, to approve General Plan Land-use designation map correction of 2290 Dixon Lane, Bishop Community, Inyo County, California (APN 10-352-01) to meet consistency with the Zoning class designation by designating the east portion of the parcel as Light Industrial and the remaining area as Residential Medium Density.

1) Hold Harmless: The applicant shall defend, indemnify and hold harmless Inyo County (County), its agents, officers, and employees from any claim, action or proceeding against the County or its agents, officers, or employees to attack, set aside, void or annul said approval of the General Plan land-use designation map correction of the Parcel. The County reserves the right to prepare its own defense.

BE IT FURTHER RESOLVED that this General Plan correction shall take effect following this resolution.

PASSED AND ADOPTED THIS 16TH DAY OF AUGUST, 2016:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jeff Griffiths, Chairperson
Inyo County Board of Supervisors

ATTEST:

KEVIN CARUNCHIO
Clerk of the Board

By _____

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
18

FROM: Public Works Department

FOR THE BOARD MEETING OF: August 16, 2016

SUBJECT: Amendment No. 1 to the contract with AndersonPenna Partners, Inc.

DEPARTMENTAL RECOMMENDATIONS:

Request your Board approve Amendment #1 to the contract dated June 28, 2016 between the County of Inyo and AndersonPenna Partners, Inc. The proposed amendment modifies the existing contract by changing the regular hourly wage rate and the lodging rate as follows:

Building Inspector (non-prevailing wage) / Plan Checker $107.00 to $112.00/hour regular.
Building Inspector (non-prevailing wage) / Plan Checker $160.50 to $168.00/hour overtime.
Building Inspector (non-prevailing wage) / Plan Checker $214.00 to $224.00/hour double time.

Lodging will change from $102.00 per night to a flat $650.00 per month.

CAO RECOMMENDATION: None

SUMMARY DISCUSSION:

On June 28, 2016 the County of Inyo entered into a contract with AndersonPenna Partners, Inc. for as needed Building Inspection and Plan Check services. This was necessary to fill the vacancy left by the sudden retirement of Jon Michener. The Public Works Department received a cost analysis and proposal from AndersonPenna Partners to change the hourly wage rate and lodging amounts of the contract. By amending the current contract with the proposed changes, this would amount to a monthly cost savings of $1,737.74.

The Public Works Department recommends your Board approve Amendment No. 1 to the master contract to amend the wage rates and lodging amounts for the monthly cost savings as stated.

ALTERNATIVES:

Your Board could choose not to approve Amendment No. 1. This is not recommended as AndersonPenna Partners Inc. and their services are filling a current staffing void that is essential to the economy and growth of our County. In addition, the Public Works Department is very pleased with the work and service that has been provided.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel
Auditor

FINANCING:

Adequate funds are budgeted in salary and appropriation changes will be made as necessary.

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 8/2/16
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 8/4/2016
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: 8/5/16

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
AndersonPenna Partners, Inc.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and AndersonPenna Partners, Inc., of Newport Beach, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated June 28, 2016, on County of Inyo Standard Contract No. 156, for the term from June 28, 2016 to December 31, 2016.

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

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

County and Contractor hereby amend such Agreement as follows:

Lodging and hourly wage rate shall be amended to read as follows:

Building Inspector (non-prevailing wage) / Plan Checker $112.00/ hour regular
Building Inspector (non-prevailing wage) / Plan Checker $168.00/ hour overtime
Building Inspector (non-prevailing wage) / Plan Checker $224.00/ hour double time

$650.00/per month for lodging

All other terms and conditions shall remain the same and unaffected by this amendment.

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

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

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
AndersonPenna Partners, Inc.
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

_____
Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

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
19

FROM: Public Works Department

FOR THE BOARD MEETING OF: August 16, 2016

SUBJECT: Award of the bid and construction contract for the Lone Pine/Death Valley Airport – Airfield Lighting and Visual Aids Improvement – Phase 1 Construction Project (Project) to Spiess Construction Co., Inc. of Santa Maria, California.

DEPARTMENTAL RECOMMENDATIONS: Request your Board:

A. Award the bid for the Project to Spiess Construction Co., Inc. of Santa Maria, California in the amount of $349,626.80;

B. Approve and award the Project Construction Contract with Spiess Construction Co., Inc., in the amount of $349,626.80;

C. Authorize the chairperson to execute the Project Construction Contract contingent upon obtaining appropriate signatures; and

D. Authorize the Public Works Director to execute all other Project Contract documents, including Contract Change Orders to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: At the June 28, 2016 meeting of the Board of Supervisors, your Board approved plans and specifications for the Project, and authorized the Public Works Director to advertise the Project for bids. At the same meeting, the Board authorized the Public Works Director to sign the forthcoming Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant Agreement for construction of the Project.

The scope of work for the Project consists of removal of existing airport lighting vault systems and replacement with a new pre-manufactured concrete vault building with factory installed new lighting power and control systems with standby power generator. The work includes a new primary wind cone, segmented circle and taxiway edge reflectors.

On July 27, 2016 bids were opened for the Project. Six (6) companies submitted the following bids representing the total price for all bid schedules with all bid additives:

Spiess Construction Co., Inc., Santa Maria, CA	$349,626.80
M. Brey Electric, Inc., Beaumont, CA	$482,091.40
Hobbs Construction, Inc., Fresno, CA	$509,819.00
Vellutini Corporation dba Royal Electric Company, Sacramento, CA	$515,141.80
RB Development, Big Bear City, CA	$520,288.20
Cindy Bales Engineering, Inc., Big Bear City, CA	$555,489.40

All bids were reviewed by County Counsel. Spiess Construction Co., Inc. was found to be the lowest responsible responsive bidder to the Project bid proposal requirements.

The Project will be funded by an entitlement FAA grant. The grant offer will be issued after the bid opening and FAA review of the bid results. The grant offer cannot be issued before the bid opening since FAA grants are

"based on bids." The FAA grant offer must be accepted by the County no later than September 30, 2016, but preferably within ten (10) days of the grant offer.

The Project construction, construction management/inspection, and county administrative costs are ninety percent (90% - $314,664.12) reimbursable by the anticipated FAA AIP Grant ($349,626.80). After the FAA Grant Agreement is in place, the County can apply for a California Division of Aeronautics (CDA) matching grant, which will fund five percent (5% - $15,733.21) of the FAA Grant Agreement amount, which is four and one-half percent (4.5%) of the entire Project. The County must pay the remainder of the Project costs, which is five and one-half percent (5.5% - $19,229.47) of the entire Project. The State matching grants funds are not always available, therefore, it is possible that the County share may be ten percent (10% - $34,962.68) of the total Project costs.

ALTERNATIVES: Your Board could choose not to award the bid and construction contract for the Project. This is not recommended because the available funds include entitlement grant fund transfers from the City of Los Banos Airport and the Independence Airport, both of which will expire if not obligated before September 30, 2016. If the Grant Agreement is not executed, the funding will expire and the Project cannot be constructed. Additional funding for construction would have to be identified in a subsequent year, and funding is not guaranteed.

OTHER AGENCY INVOLVEMENT: The Auditor's Office to make payments to the contractor after the contract is awarded; Office of the County Counsel to review and approve the contract documents; and, The FAA and CDA to reimburse the County for the Project costs.

FINANCING: The Project will be funded by the FAA's AIP, which will reimburse the County for ninety percent (90%) of the construction cost of the Project, and by the CDA's matching grant program, which will reimburse the County for four and one-half percent (4.5%) of the construction cost of the Project. The reimbursable costs will be paid through budget unit 150502, Lone Pine Airport Improvement Projects, object code 5700, Construction in Progress.

APPROVALS		
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: Yes Date 8/8/16
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: eyes Date 8/8/2016
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: 8/9/16

AGREEMENT
BETWEEN THE COUNTY OF INYO AND

_____

for

AIRFIELD LIGHTING AND VISUAL AIDS IMPROVEMENTS
PHASE 1 CONSTRUCTION
LONE PINE / DEATH VALLEY AIRPORT

FAA AIP PROJECT NO. #3-06-0126-011-2015 DESIGN
FAA AIP PROJECT NO. #3-06-0126-012-2016 CONSTRUCTION
COUNTY PROJECT NO: TR-16-023

THIS AGREEMENT is made and entered into August 16, 2016 by and between the County of Inyo, a political subdivision of the State of California ("COUNTY") and Spiess Construction Co, Inc. ("CONTRACTOR") (hereinafter collectively referred to as "Parties") for the construction of the **AIRFIELD LIGHTING AND VISUAL AIDS IMPROVEMENTS PHASE 1 CONSTRUCTION LONE PINE / DEATH VALLEY AIRPORT** pursuant to the Federal Aviation Administration Grant designated FAA AIP Project No. 03-06-0126-012-2016, ("Project"):

I. CERTIFICATIONS: CONTRACTOR affirms and certifies by signing this Agreement:

A. It is eligible to receive FAA AIP Funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors. (Title 2 CFR Part 180);

B. In the performance of this Agreement it will affirm any sub-contractor retained to perform work in association with the Grant is eligible to receive FAA AIP Funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors. (Title 2 CFR Part 180 C); and

C. In the performance of this Agreement it will affirm any contractor retained to perform work in association with the Project satisfies all relevant provisions of the Project, and all contracts arising therefrom specifically include the mandatory provisions set out in the Grant for FAA AIP Project No. 03-06-0126-012-2016 ("Grant") as stated hereinafter.

II. SERVICES TO BE PERFORMED: CONTRACTOR agrees at its own expense to furnish all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions necessary to COUNTY to construct the Project in accordance with the terms of the Grant, as detailed in the COUNTY's REQUEST FOR BIDS *sub nom* "CONTRACT DOCUMENTS", portions of which are attached hereto as Exhibit A and all of which is incorporated herein by this reference, as well as in the CONTRACTOR's Response to the Request for Bids, which is attached hereto as Exhibit B and incorporated herein by this reference, and complete all work within the time for completion set forth in Exhibit A.

III. TIME OF PERFORMANCE: This Project shall begin on the date this Agreement is signed and shall continue until all requested services are completed. Said services shall be completed no later than 180 Calendar Days from the date of the Notice to Proceed, unless that date is properly extended as provided in the Grant. CONTRACTOR on behalf of

COUNTY will meet all reporting expectations and deadlines established for the Project. Provided that CONTRACTOR shall not be responsible for delays caused by factors beyond its control provided that approval for any extended time of performance has been first approved by the COUNTY subject to the conditions of the Grant.

IV. **COMPENSATION:** Compensation to be paid to CONTRACTOR shall be in accordance with the schedules for payment set forth in Exhibit "B" at page C 29. Any payment by COUNTY shall not be deemed a waiver of defects, even if such defects were known to the COUNTY at the time of payment.

V. **METHOD OF PAYMENT:** CONTRACTOR shall bill by invoice directed to the Director of Public Works or designee describing the work, the charge for the work, and date the work was performed. CONTRACTOR shall provide COUNTY a completed IRS form W-9 before payments will issue from COUNTY. COUNTY will pay the invoice within 30 days of the receipt following normal claims handling procedures.

VI. **PROFESSIONAL ABILITY OF CONTRACTOR AND STANDARDS OF PERFORMANCE:** CONTRACTOR represents that it is competent, qualified and licensed to provide the services required in this Agreement. COUNTY relies upon the representations of CONTRACTOR regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Agreement. Acceptance of work by the COUNTY does not operate to release CONTRACTOR from any responsibility to perform work to professional and/or trade standards. CONTRACTOR shall provide properly skilled professional and technical personnel to perform all services under this Agreement. CONTRACTOR shall perform all services required by this agreement in a manner and according to the standards observed by a competent practitioner of the profession. 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. All services provided and work performed under this Agreement shall be carried out in accordance with the FAA regulations, including those with respect to airport assurances[1].

VII. **BREACH OF CONTRACT TERMS**: Any violation or breach of terms of this Agreement on the part of the CONTRACTOR or its subcontractors may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of COUNTY pursuant to this Agreement. The duties and obligations imposed by the CONTRACT DOCUMENTS and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

VIII. **CONTRACTOR'S BOOKS AND RECORDS:** CONTRACTOR must maintain an acceptable cost accounting system. The CONTRACTOR agrees to provide COUNTY, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to the Project for the purpose of making

1 http://www.faa.gov/airports/aip/grant_assurances(last visited 6/17/16)

audit, examination, excerpts and transcriptions. CONTRACTOR agrees to maintain all books, records and reports required under this Agreement for a period of not less than three (3) years after final payment is made and all pending matters are closed as more specifically discussed below. At all times CONTRACTOR shall:

A. Have intact, auditable fiscal records;

B. Be familiar with and cooperate with any requests from the COUNTY associated with audits in keeping with OMB Circular A-133;

C. Maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to COUNTY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONTRACTOR under this Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement, and any amendments, whichever is later;

D. Maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement, and any amendments, whichever is later;

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

F. Permit the State government, Federal government, the Bureau of State Audits, the Federal Aviation Administration the Comptroller General of the United States or any of their duly authorized representatives upon reasonable notice, unrestricted access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to the Project for the purpose of monitoring, auditing, or otherwise examining said materials; and

G. When COUNTY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONTRACTOR's business, give custody of the records to COUNTY, which will maintain them subject to granting access to such records and documents to any party authorized by CONTRACTOR, CONTRACTOR's representatives, or CONTRACTOR's successor-in-interest upon Notice.

IX. 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 itself to be nor hold itself out as an employee of COUNTY. CONTRACTOR acknowledges that it 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 Sections IV and V above 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 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.

X. INTEREST OF CONTRACTOR: CONTRACTOR affirms:

A. CONTRACTOR (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of CONTRACTOR's services hereunder. CONTRACTOR further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

B. CONTRACTOR is not a designated employee within the meaning of the Political Reform Act because CONTRACTOR:

1. Will conduct research and arrive at conclusions with respect to his/her/its rendition of information, advice, recommendation or counsel independent of the control and direction of the COUNTY or of any COUNTY's official, other than normal agreement monitoring; and
2. Possesses no authority with respect to any COUNTY decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700 et seq.].

XI. INDEMNITY AND LIABILITY: The COUNTY shall not be liable for any damages or injuries caused under this agreement.

A. CONTRACTOR agrees to protect, defend, indemnify and hold harmless the COUNTY, its officers, agents, employees and volunteers from and against any and all claims, demands, causes of action of every kind and character, losses, damages, injuries, and/or liability, including without limitation the amounts of judgments or contribution thereon, penalties, interest, court costs, legal fees and all other expenses, any and all costs and expenses in connection therein, occurring or in any way incident too, in connection with or arising directly or indirectly out of this Agreement;

B. CONTRACTOR agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its sole expense;

C. CONTRACTOR agrees to bear all costs and expenses related to any claims, demands, or suit even if the claims, demands, or suit are groundless, false or fraudulent; and

D. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the COUNTY or to enlarge, in any way, CONTRACTOR's liability but is intended solely to provide for indemnification of COUNTY, its officers, agents, employees or volunteers from liability for damages or injuries to third persons or property arising from CONTRACTOR's performance pursuant to this Agreement.

XII. INSURANCE: Contractor must provide proof of insurance required by Exhibit "C"

XIII. COMPLIANCE WITH LAWS:

A. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION:

1. Every subcontract for construction exceeding $10,000 must contain the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246), the Standard Equal Employment Opportunity, and the Construction Contract Specifications. CONTRACTOR furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts.
2. CONTRACTOR's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
3. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:
   a. Timetables
   b. Goals for minority participation for each trade (Vol. 45 Federal Register pg. 65984 10/3/80)
   c. Goals for female participation in each trade (6.9%)
4. These goals are applicable to all of the CONTRACTOR's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor is also subject to the goals for both federally funded and non-federally funded construction regardless of the percentage of federal participation in funding.
5. CONTRACTOR's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and CONTRACTOR shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the Agreement, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
6. CONTRACTOR shall provide written notification to the Director, Office of Federal Contract Compliance Programs (OFCCP), within ten (10) working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.
7. As used in this contract the "covered area" is the City of Lone Pine, Inyo County, California.

B. **BUY AMERICA REQUIREMENT:** CONTRACTOR agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

C. **CIVIL RIGHTS-GENERAL:** CONTRACTOR agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds CONTRACTOR from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

1. the period during which the property is used by the airport COUNTY or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
2. the period during which the airport COUNTY or any transferee retains ownership or possession of the property.

D. **CIVIL RIGHTS TITLE VI**

1. **Title VI Solicitation Notice:** CONTRACTOR, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) agrees to notify all bidders for subcontracts that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
2. **Compliance with Nondiscrimination Requirements:** During the performance of this Agreement, CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees as follows:
3. **Compliance with Regulations:** CONTRACTOR (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
4. **Non-discrimination:** CONTRACTOR, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. CONTRACTOR will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
5. **Solicitations for Subcontracts, Including Procurements of Materials and**

Equipment: In all solicitations, either by competitive bidding, or negotiation made by CONTRACTOR for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by CONTRACTOR of CONTRACTOR's obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

6. **Information and Reports:** CONTRACTOR will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by COUNTY or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, CONTRACTOR will so certify to COUNTY or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
7. **Sanctions for Noncompliance:** In the event of CONTRACTOR's noncompliance with the Non-discrimination provisions of this Agreement, COUNTY will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
   a. Withholding payments to CONTRACTOR under the Agreement until CONTRACTOR complies; and/or
   b. Cancelling, terminating, or suspending a contract, in whole or in part.
8. **Incorporation of Provisions:** CONTRACTOR will include the provisions of paragraphs one (1) through seven (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. CONTRACTOR will take action with respect to any subcontract or procurement as COUNTY or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, CONTRACTOR may request COUNTY to enter into any litigation to protect the interests of COUNTY. In addition, CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.

E. TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES: During the performance of this Agreement and Project, CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

   a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
   b. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
   c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
   d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
f. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
i. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.)

F. DISADVANTAGED BUSINESS ENTERPRISES

1. **Contract Assurance (§ 26.13)** - CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.
2. **Prompt Payment (§26.29**) The prime CONTRACTOR agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime CONTRACTOR receives from COUNTY. The prime CONTRACTOR agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the COUNTY. This clause applies to both DBE and non-DBE subcontractors.

G. ENVIRONMENTAL REQUIREMENTS: CONTRACTOR acknowledges that the

Project and activity are subject to the provisions of the National Environmental Policy Act (NEPA) and the procedures contained in 24 CFR, Part 58. CONTRACTOR agrees to not undertake any activity that would have an adverse environmental impact or limit the choice of reasonable alternatives under 24 CFR, Part 58.22 until COUNTY or the FAA has issued an environmental clearance.

H. CLEAN AIR AND WATER ACTS: CONTRACTOR acknowledges that if the Project and activity are subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time, will abide by the same.

CONTRACTOR and subcontractors agree:

1. That any facility to be used in the performance of the Agreement or subcontract or to benefit from the Agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this Agreement, CONTRACTOR or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

I. TITLE 29, CODE OF FEDERAL REGULATIONS, SUBTITLE A, PARTS L, 3 AND 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended. CONTRACTOR with and on behalf of COUNTY shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

1. **Minimum Wages:**
   a. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

   Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made

or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(b)(i) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

b. [deliberately blank]

i. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and

2. The classification is utilized in the area by the construction industry; and

3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

ii. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

iii. In the event CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

iv. The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b)(ii) or (iii) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. **Withholding:** The Federal Aviation Administration or COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by CONTRACTOR or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the Agreement, the Federal Aviation Administration may, after written notice to CONTRACTOR, applicant, or COUNTY, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. **Payrolls and basic records**:

a. Payrolls and basic records relating thereto shall be maintained by CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or

trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. [deliberately blank]

i. CONTRACTOR shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the Agreement, but if the agency is not such a party, CONTRACTOR will submit the payrolls to the applicant, or COUNTY, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *dol.gov/whd/forms/wh347instr.htm(last visited 6/17/16)* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant or COUNTY, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the COUNTY government agency (or the applicant, or COUNTY).

ii. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;

2. That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification

of work performed, as specified in the applicable wage determination incorporated into the contract.

iii. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

iv. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

c. CONTACTOR or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the COUNTY, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If CONTRACTOR or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to CONTRACTOR, applicant or COUNTY, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. **Apprentices and Trainees**.

a. **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe

benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. **Equal Employment Opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. **Subcontracts.** CONTRACTOR or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

6. **Contract Termination: Debarment**. A breach of the Agreement clauses in paragraph 1 through 10 of this section may be grounds for termination of the

Agreement, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

7. **Disputes Concerning Labor Standards.** Disputes arising out of the labor standards provisions of this Agreement shall not be subject to the general disputes clause of this Agreement. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between CONTRACTOR (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
8. **Certification of Eligibility.**
   a. By entering into this Agreement, CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
   b. No part of this Agreement shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
   c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
9. **California law requires:**
   a. Where funds provided through this Agreement are used for construction work, or in support of construction work, CONTRACTOR shall ensure that the requirements of California Labor Code (LC), Chapter 1, commencing with Section 1720, Part 7 (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
   b. For the purposes of this requirement "construction work" includes, but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between County and a licensed building contractor, County shall serve as the "awarding body" as that term is defined in the Labor Code. Where County will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

XIV. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970:

A. All contracts and subcontracts must meet comply with the Occupational Safety and Health Act of 1970, 20 CFR Part 1910.

B. SAFETY TRAINING:

1. 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 (See* Subchapter 4 and 7, Cal/OSHA T8 Regulations)*;* and
2. 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 CONTRACTOR has non-fixed worksites; and

3. 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. All contracts and subcontracts that result from this Agreement shall incorporate all provisions of this section. CONTRACTOR has full responsibility to monitor compliance to the referenced statutes or regulation. CONTRACTOR and subcontractors must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency or State Agency with enforcement responsibilities.

XV. ANTI-LOBBYING CERTIFICATION: All contracts and subcontracts entered into in connection with this Project shall require certification by CONTRACTOR or subcontractor as set out below on page CB-26 of this Agreement.

XVI. RIGHTS TO INVENTIONS: All rights to inventions and materials generated under this Agreement are subject to requirements and regulations issued by the FAA, COUNTY and the Federal grant under which this Agreement is executed.

XVII. TRADE RESTRICTION CLAUSE:

A. CONTRACTOR or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

B. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If CONTRACTOR knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the COUNTY cancellation of the contract at no cost to the Government.

C. Further, CONTRACTOR agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. CONTRACTOR may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

D. CONTRACTOR shall provide immediate written notice to COUNTY if CONTRACTOR learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to CONTRACTOR if at any time it learns that its certification was erroneous by reason of changed circumstances.

E. The certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that CONTRACTOR or subcontractor

knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through COUNTY cancellation of the Agreement or subcontract for default at no cost to the Government.

F. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

G. The certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

XVIII. VETERAN'S PREFERENCE: In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

XIX. "ANTI-KICKBACK ACT OF 1986" (41 U.S.C. 51-58): The United States Department of Labor Wage and Hours Division oversees the Copeland "Anti-Kickback" Act requirements. United States Department of Labor Wage and Hours Division can provide information regarding any specific clauses or assurances pertaining to the Copeland "Anti-Kickback" Act requirements required to be inserted in solicitations, contracts or subcontracts.

XX. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

A. As used in these specifications:

1. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
2. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
3. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
4. "Minority" includes:
   - **a.** Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
   - **b.** Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
   - **c.** Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
   - **d.** American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

B. Whenever CONTRACTOR, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract

in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

C. If CONTRACTOR is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

D. CONTRACTOR shall implement the specific affirmative action standards provided in Executive Order 11246, 41 CFR 60-4.4. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. CONTRACTOR is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

E. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 nor the regulations promulgated pursuant thereto.

F. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by CONTRACTOR during the training period and CONTRACTOR shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

G. CONTRACTOR shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of CONTRCTOR's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. CONTRACTOR shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific

attention to minority or female individuals working at such sites or in such facilities.

2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
3. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.
4. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under section XX(G)(2).
6. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such a superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date

for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
13. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes. All contracts and subcontracts entered into in connection with this Project shall require certification by CONTRACTOR or a subcontractor as set out below on page CB-28 of this Agreement.
15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

H. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (Executive Order 11246, 41 CFR 60-4.4). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Executive Order 11246, 41 CFR 60-4.4 provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

I. A single goal for minorities and a separate single goal for women have been established. CONTRACTOR, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the CONTRACTOR has achieved its goals for women generally,) the CONTRACTOR may be in violation of the Executive Order if a specific minority group of women is underutilized.

J. CONTRACTOR shall not use the goals and timetables or affirmative action standards to

discriminate against any person because of race, color, religion, sex, or national origin.

K. CONTRACTOR shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

L. CONTRACTOR shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

M. CONTRACTOR, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in 41 CFR 60-4.4, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of Executive Order 11246, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

N. CONTRACTOR shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

XXI. NOTICE OF NONSEGREGATED FACILITIES REQUIREMENT

Notice to Prospective Federally Assisted Construction Contractors

A. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

B. Contractors receiving federally-assisted construction contract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

C. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities

A. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding $10,000, which is not exempt from the provisions of the Equal

Opportunity Clause.

B. Contractors receiving subcontract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

C. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

XXII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - CWHSSA (40 U.S.C. 3702) requires that workers receive "overtime" compensation at a rate of one to one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.

A. OVERTIME REQUIREMENTS. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

C. WITHHOLDING FOR UNPAID WAGES AND LIQUIDATED DAMAGES. The Federal Aviation Administration or the COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

D. SUBCONTRACTORS. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

XXIII. PROCUREMENT: Compliance is required with the procurement provisions in 24 CFR, Part 85.36, Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.

XXIV. 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.

XXV. TEXTING WHEN DRIVING:

A. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

B. CONTRACTOR must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. CONTRACTOR must include these policies in each third party subcontract involved on this project.

XXVI. 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 profession. CONTRACTOR shall maintain a County of Inyo business license.

XXVII. 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.

XXVIII. 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, Dept. of Public Works P.O. Drawer Q, Independence, CA 95932 Attn: Clint G. Quilter, Director
If to CONTRACTOR:	Scott A. Coleman Spiess Construction Co. Inc, P.O. Box 2849 Santa Maria, CA 93457

XXIX. ENTIRE AGREEMENT: This Agreement constitutes the complete and exclusive statement of Agreement between COUNTY and CONTRACTOR. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are

superseded in total by this Agreement.

XXX. AMENDMENTS: This Agreement may be modified or amended only by a written document executed by both CONTRACTOR and COUNTY and approved as to form by the COUNTY Counsel.

XXXI. 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.

XXXII. 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 COUNTY Board of Supervisors upon Notice and Public Hearing. In the event that the COUNTY 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.

XXXIII. 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.

XXXIV. ASSIGNMENT & SUBCONTRACTING: The parties recognize that a substantial inducement to COUNTY for entering into this Agreement is the professional reputation, experience and competence of CONTRACTOR. Assignments of any or all rights, duties or obligations of CONTRACTOR under this Agreement will be permitted only with the express consent of the COUNTY. CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the COUNTY. If COUNTY consents to such subcontract, CONTRACTOR shall be fully responsible to COUNTY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between COUNTY and subcontractor nor shall it create any obligation on the part of the COUNTY to pay any monies due to any such subcontractor unless otherwise is required by law.

XXXV. TERMINATION: This Agreement may be terminated for the reasons stated below:

TERMINATION OF CONTRACT

A. COUNTY may, by written notice, terminate this contract in whole or in part at any time, either for the COUNTY's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the COUNTY.

B. If the termination is for the convenience of COUNTY, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

C. If the termination is due to failure to fulfill CONTRACTOR's obligations, COUNTY may take over the work and prosecute the same to completion by contract or otherwise. In such case, CONTRACTOR is liable to COUNTY for any additional cost occasioned to COUNTY thereby.

D. If, after notice of termination for failure to fulfill contract obligations, it is determined that CONTRACTOR had not so failed, the termination will be deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the contract price will be made as provided in paragraph b. of this clause.

E. The rights and remedies of COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

F. 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

G. By COUNTY upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Agreement.

XXXVI. TIME IS OF THE ESSENCE. Time is of the essence for every provision in this Agreement.

XXXVII. HEADINGS. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

XXXVIII. 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.

XXXIX. ATTACHMENTS: All attachments referred to are incorporated and made a part of this agreement. Attachments include:

Exhibit "A:" COUNTY OF INYO REQUEST FOR BIDS

Exhibit "B:" RESPONSE TO COUNTY OF INYO REQUEST FOR BIDS

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

COUNTY OF INYO	**CONTRACTOR**
_____	_____
Jeff Griffiths, Board Chair	Scott A. Coleman, President
APPROVED AS TO FORM AND LEGALITY	ATTEST: KEVIN CARUNCHIO County Clerk Board of Supervisors
By _____ Inyo County Counsel	By: _____

Certification:

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and no more than $100,000 for such failure.

I, _____ certify to the best of my knowledge or belief, that:

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

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

CONTRACTOR

Dated:_____ _____

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

EXHIBIT "A"

(SEE CONTRACT DOCUMENTS

AIRFIELD LIGHTING AND VISUAL AIDS IMPROVEMENTS
PHASE 1 CONSTRUCTION
LONE PINE / DEATH VALLEY AIRPORT
FAA AIP PROJECT NO. 03-06-0126-012-2016
COUNTY PROJECT NO. TR-16-023

TIME OF COMPLETION, SEQUENCE OF WORK SCHEDULES & MEETINGS. The Contractor shall complete all the work under Base Bid and Additives A, B and C within 180 calendar days from the date of notice to proceed. The Engineer may extend the duration for materials delivery due to manufacturer delays beyond the Contractor control, if deemed necessary in the sole judgment of the Engineer.

EXHIBIT "B"

THREE HUNDRED FORTY NINE THOUSAND SIX HUNDRED TWENTY SIX AND 80/100 DOLLARS
($349,626.80)

EXHIBIT "C"

(SECTIONS 1-1.01(A)(B)(C) OF COUNTY PROVISIONS - CONTRACT DOCUMENTS)

1-1.01A. 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, including products and completed operations, with limits of no less than $2,000,000 per occurrence for bodily injury, personal injury, and property damage. 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 (any auto), with limits no less than $1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

4. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form with limits equal to the complete value of the project and no coinsurance penalty provisions.

5. **Surety Bonds** as described below.

6. **Professional Liability** (if Design/Build), with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

7. **Contractor's Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and omissions (if project involves environmental hazards) with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

1-1.01B. 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 contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

1-1.01C. OTHER INSURANCE PROVISIONS:

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

2. For any claims related to the project, the **contractor'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 in excess of the contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the County.

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
20

FROM: Public Works Department

FOR THE BOARD MEETING OF: August 16, 2016

SUBJECT: **Utility Billing Audit Request**

DEPARTMENTAL RECOMMENDATIONS:

Request your Board approve the Contract between the County of Inyo and Utility Cost Management LLC ("UCM") for the provision of Utility Billing Audit services in an amount not to exceed 50% of the savings it obtains for the County for the 3-year period of September 1, 2016, through August 30, 2019, and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
Public Works received a recommendation from the County Administrator and the Auditor of Inyo County, to conduct a much needed Utility Billing Audit. Given the history of billing errors made on the part of every utility provider that the Public Works Department contracts with and pays, it is essential and good business practice to have an outside agency come in and review the transactions. UCM, as part of an internal control by UCM, would review and work with all County utility providers, such as DWP, SCE, Preferred Septic, Amerigas, etc. UCM will also audit the rates that utility providers have been charging to determine if they are accurate based on a set of standards put in place by the Public Utility Commission or any other governing agency. Of the savings or refunds that UCM obtains, it will charge 50% for a three year period. Once that period is over, the savings will then continue to benefit the County 100%. If UCM does not obtain any savings during the period of the audit, it will not charge the County.

ALTERNATIVES:
Your board could choose not to allow the Utility Billing Audit to move forward. This is not recommended as there is no cost to the County if there are no billing errors.

OTHER AGENCY INVOLVEMENT:
Office of County Counsel
Auditor

FINANCING:
There is no cost to the County. 50% of all savings or refunds recovered by UCM will be paid to UCM out of 011100 Building and Maintenance 5351 Utilities.

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 8/2/16
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: ~~Approved:~~ Date 8/4/2016
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: 8/5/16

AGREEMENT TO PROVIDE
UTILITY BILL AUDITING SERVICE

This agreement is made by and between Utility Cost Management LLC ("UCM") and the entity signing below ("Client") as follows:

1. **Applicable to Client's Utility Accounts**. Unless otherwise stated in an addendum initialed by both parties, this Agreement will apply to all water, sewer, garbage, gas and electricity accounts (and any related utility user taxes, other taxes, assessments, surcharges or fees) with respect to which Client:
   (a) is receiving utility service as of the Effective Date (as defined below),
   (b) has received utility service within three years prior to the Effective Date,
   (c) receives utility service within one year after the Effective Date, or
   (d) has permitted or authorized UCM to obtain a copy of the utility bill.
   The water, sewer, garbage, gas and electric accounts described in this paragraph are hereinafter collectively referred to as "Utility Accounts". The "Effective Date", as that term is used above, is the first day of the calendar month after both UCM and Client have signed this Agreement.

2. **Client to Provide Utility Bills**. On or promptly after Client's execution of this Agreement, Client will provide UCM with a copy of at least one month's utility bills for all of Client's Utility Accounts.

3. **UCM Authorized to Obtain Information on Utility Accounts**. UCM is hereby authorized to obtain and review information relating to the Utility Accounts. If site visits are necessary, UCM will first obtain proper authorization.

4. **UCM's Findings Letter**. UCM will use its best efforts to identify the basis for any refunds, credits or Future Savings (as defined below) on Client's Utility Accounts. UCM will send one or more a "Findings Letters" to Client that generally sets forth the basis for any refunds, credits or Future Savings identified by UCM. UCM may, from time to time, supplement or amend the Findings Letter.

5. **Steps to Obtain Refunds or Savings.** UCM is authorized by Client to take steps to obtain the refunds, credits or Future Savings identified in the Findings Letter. Such steps may include, but are not limited to, communicating, negotiating and dealing with utility providers (or, in the case of utility user taxes or other governmental charges, the appropriate government entity), and seeking relief from the California Public Utilities Commission in a complaint proceeding or other proceeding.

6. **Cooperation By Client.** Client will cooperate with UCM, as reasonable, in UCM's efforts to carry out the purposes and intent of this Agreement. Such cooperation will include, but not be limited to, providing information upon request by UCM concerning Client's utility expenditures, utility service and operations.

7. **UCM's Compensation**.

   UCM's compensation will consist of the amounts set forth in both (a) and (b) below.

   (a) **Refunds or Credits**. If Client receives a refund or credit that was identified in the Findings Letter, then Client will pay to UCM **50%** of the amount refunded or credited. The amount of the refund or credit for this purpose will include all amounts refunded or credited (including any portion attributable to interest) for any overcharges that were incurred by Client prior to the date that the overcharges no longer appeared on the Client's utility bill. Payment of UCM's **50%** compensation is due within 30 days of the date UCM mails an invoice to Client.

   (b) **Future Savings**. If Client obtains Future Savings that were identified in the Findings Letter, then Client will pay UCM **50%** of such Future Savings that accrue during a Three-Year Savings Period. "Future Savings" is the amount by which Client's charges on its Utility Accounts are reduced as a result of a change in the billing rate, calculation, method or procedure. Future Savings will be calculated as the difference between the amount Client was billed on its Utility Accounts during the Three-Year Savings Period, and the amount that it would have been billed on its Utility Accounts during the Three-Year Savings Period if there had been no change in its billing rate, calculation, method or procedure. The Three-Year Savings Period begins on the date that the change in the billing rate, calculation, method or procedure is first reflected on Client's utility bill, and ends three years thereafter. UCM will submit invoices periodically to Client for payment based on the Future Savings as they accrue. The invoices will

 Initials: _____ Initials: _____

verify (a) that Future Savings have actually been realized by Client, and (b) the amount of such Future Savings. Payment of UCM's invoices is due within 30 days of the date the invoices are mailed to Client. The compensation under this subparagraph will not include compensation for Future Savings that are the result of a reduction in the amount of utility usage by Client.

(c) **Client's Prior Knowledge of Basis For Refund, Credit, or Future Savings.** Client is not obligated to pay UCM pursuant to this paragraph for any refund, credit or Future Savings received by Client for which Client had submitted to the utility provider a written claim prior to the date of UCM's Findings Letter.

8. **Termination; Effect.** This Agreement will terminate 7 days after either party faxes a written notice of termination to the other party. Upon termination, UCM will cease all work on behalf of Client. However, if termination occurs after UCM has sent its Findings Letter to Client, then Client will remain obligated to pay UCM, pursuant to this Agreement, for any refunds, credits or Future Savings that were identified in the Findings Letter and that are thereafter obtained by Client. UCM may continue to obtain and review Client's utility billing and other information following termination in order to periodically verify whether Client has obtained a refund, credit or Future Savings that was identified in the Findings Letter.

9. **If Client Is Not Utility Customer.** By providing a copy of any utility bill to UCM, Client is thereby agreeing that the Utility Account represented by such bill will be governed by this Agreement, regardless of whether or not Client is the Utility Customer with respect to such Utility Account. For purposes of this Agreement, the Utility Customer is the entity that (i) is named on the Utility Account as reflected by the utility bill, (ii) receives the utility service on the Utility Account, (iii) pays for or is liable for the charges on the Utility Account, or (iv) is the owner of the property at which the utility service is provided on the Utility Account. If Client is not the Utility Customer for a Utility Account then, with respect to that Utility Account, Client represents that it is signing this Agreement in its capacity as agent for the Utility Customer, and as such is authorized to legally bind the Utility Customer to the terms of this Agreement. Client further agrees that the terms of this Agreement will be equally binding on both Client and Customer, that all references in this Agreement to "Client" will also be deemed to be references to the Utility Customer, and that Client and the Utility Customer will be jointly and severally liable for payment of UCM's compensation under this Agreement.

10. **No Legal Services.** Client acknowledges and understands that: (1) Only an attorney can provide legal services or advice, (2) UCM is not an attorney or law firm, and does not and will not provide legal services or advice, (3) UCM does not and will not act as an attorney for Client or any other person, (4) Nothing in this Agreement, and no act, omission or statement by UCM, or its owners or employees, will be construed to create an attorney-client relationship between UCM and Client or any other person, (5) UCM is not subject to the California Rules of Professional Conduct, which govern the conduct of attorneys, and (6) Client should consult an attorney if it wishes to receive legal services or advice.

11. **Disclosure of Information.** UCM may obtain information that pertains to Client's business, operations, or affairs, including but not limited to its utility charges and utility usage. Client expressly authorizes UCM to use and disclose such information to others as necessary or convenient to carry out the services contemplated by this Agreement.

12. **Release of Claims Against UCM.** Client acknowledges and agrees that UCM has made no express or implied representation or warranty that it will be successful in identifying or obtaining any refunds, credits, or Future Savings on Client's Utility Accounts. Client hereby covenants not to bring any action for damages against UCM that is based upon or relates to any failure by UCM to identify or obtain refunds, credits, or Future Savings to which Client was or is entitled.

13. **Representations Made By Client.** It may become necessary for Client to make certain representations to the utility provider or other entity in order obtain refunds, credits or Future Savings identified by UCM in its Findings Letter. Client hereby warrants that any such representations made by Client will be true and correct in all respects.

14. **Late Payment Penalty.** If payment of any invoice is not received by UCM within 30 days of the date the invoice was mailed, then interest on the amount owing will accrue, beginning on the 31st day after the invoice was mailed to Client, at the rate of 1% per month (prorated on a daily basis). In addition, if any payment is not received by UCM within 60 days of the date the invoice was mailed to Client, then a fee equal to 5% of the amount owing (including any accrued interest) will be imposed on the 61st day after the invoice was mailed. Interest will continue to accrue at 1% per month (prorated on a daily basis) on the entire amount due until paid in full.

Initials: _____ Initials: _____

15. **Applicable Law.** This Agreement is executed in and intended to be performed in the State of California, and the laws of that state will govern its interpretation and effect.

16. **Venue.** Venue in any legal action arising from or related to this agreement will be Fresno County, California.

17. **Paragraph References.** A reference to a "paragraph" of this Agreement includes both the numbered paragraph, as well the subparagraphs, if any, that are part of such paragraph. Subparagraphs are designated by lower case letters (e.g., "(a)", "(b)", "(c)").

18. **Severability.** If any term , provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

19. **Interpretation.** In construing this Agreement, no consideration shall be given to the fact or presumption that any party had a greater or lesser hand in drafting of this Agreement.

20. **Entire Agreement.** This instrument contains the entire Agreement of the parties relating to the rights granted and obligations assumed in this instrument. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the party to be charged

21. **Signor Authorized to Bind Client.** The individual signing this agreement on behalf of Client hereby represents and warrants that he/she is authorized to sign on behalf of the Client and to legally bind Client to the terms of this Agreement.

UTILITY COST MANAGEMENT LLC	**Inyo County Public Works**
	Print Client Name Above
By:	By:
Signature	Signature
	Shannon Williams
Print Name	Print Name
	Deputy Director
Title	Title
	July 27, 2016
Date	Date

Initials: _____ Initials: _____

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
21

FROM: Inyo County Road Department

FOR THE BOARD MEETING OF: August 16, 2016

SUBJECT: Disposal of previously approved surplus items.

DEPARTMENTAL RECOMMENDATIONS:
Request that your Board:

A) authorize the Road Department to dispose of two items, already identified as surplus, by selling them as scrap to Browns Salvage; and

2) Authorize the Road Department to trade a tire machine located in ShoShone, also already identified as surplus, to the Cal Trans Station located in Shoshone for the cost of disposal.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
In March 2016 your Board identified numerous Road Department items as surplus and authorized the Road Department to sell them thru an auction company. As this has been taking place the Road Department has identified one pickup truck #6973, involved in an accident, and a towbroom frame #7380, that has been stripped of all useable parts, as not worth the cost to ship to the auction. As such the Road Department would like to take them to Browns Salvage in Bishop.

Also identified is a Coats Tire Machine located in the Road Departments Shoshone Yard that also is not worth the cost to ship. The Cal Trans Yard located in Shoshone asked for the machine if we were going to dispose of it. In the spirit of cooperation the Road Department would like to trade it to Cal Trans for the cost of disposal as it is not worth the cost of hauling it to Browns Salvage.

California Government Code §25504, permits the county purchasing agent to dispose of any personal property belonging to the county not required for public use, subject to such regulations as may be provided by the Inyo County Board of Supervisors.

Inyo County Code §6.28.030 Trade-in of Surplus Property permits the county purchasing agent to dispose of any personal property belonging to the county not required for public use, subject to such regulations as may be provided by the Inyo County Board of Supervisors.

Inyo County Code §6.28.040 Sale of Surplus Property permits the county purchasing agent to dispose of any personal property belonging to the county not required for public use, subject to such regulations as may be provided by the Inyo County Board of Supervisors.

ALTERNATIVES:
Your Board could decide not to approve the request for disposal of this surplus equipment.

OTHER AGENCY INVOLVEMENT:
County Counsel
Auditor

FINANCING:
Any proceeds from the sale would be applied to the Road Departments account # 034600.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: Yes Date 7/29/16
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 8/1/2016
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: S Williams Date: 8/1/16
(Not to be signed until all approvals are received)

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
22

FROM: Road Department

FOR THE BOARD MEETING OF: August 16, 2016

SUBJECT: Temporary closure of North Pa Ha Lane, Diaz Lane, and Barlow Lane to the Tribal Gym for the California Indian Day Parade.

DEPARTMENTAL RECOMMENDATIONS:
Request Board approval of the closure of portions of North Pa Ha Lane, Diaz Lane, and Barlow Lane on Friday, September 23, 2016 between the hours of 9:00 a.m. and 12:30 p.m.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
On Friday, September 23, 2016, the Paiute Palace Casino plans to hold a parade celebrating California Indian Day and has requested the closure of portions of North Pa Ha Lane, Diaz Lane, and Barlow Lane for the event. The 0.85 mile parade will begin at the Paiute Palace Casino, and travel south along Pa Ha Lane to the intersection with Diaz Lane. It will then turn east down Diaz Lane, continuing to the intersection with Barlow Lane. The parade will then turn south on Barlow Lane and will end at the Barlow Gym. The Parade is scheduled to begin at 9:00 a.m. and should be complete by 12:30 p.m. The Road Department is requesting that the Board approve the closure of ½ mile of Pa Ha Lane, ¼ mile of Diaz Lane, and 0.1 miles of Barlow Lane.

In the area of the proposed road closures, Pa Ha Lane, Diaz Lane, and Barlow Lanes provide access to residents of the Paiute Tribe. The Road Department will include provisions in the special event permit that will allow people that live within the road closure area to access their homes, and will provide signs and barricades to assist with the closure of the roadway. There will be minimal impact to people trying to cross the reservation, as there are many other routes available to do so. The permittee will be required to arrange for the barricading positions and directing residents around the barricades.

ALTERNATIVES:
Your Board could choose not to approve the road closure. This is not recommended, as minimal impacts are anticipated and closure of the roadway will greatly increase safety for the event participants. If this were to occur, the Paiute Palace Casino would need to identify an alternative location for the event.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel

FINANCING:
There is no financial impact anticipated from this event.

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

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: _____ Date 05/03/16
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: N/A Date _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: N/A Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 8/3/16

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
23

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator

FOR THE BOARD MEETING OF: August 16, 2016

SUBJECT: Argument in favor of County's Cannabis Business Tax Measure being submitted to the voters

DEPARTMENTAL RECOMMENDATION:

Request your Board review a draft written argument in favor of the County's Cannabis Business Tax Measure being submitted to the voters on November 8, 2016, and potentially approve the Board's filing of said argument with the Clerk-Recorder (County Elections Official) in accordance with Elections Code section 9162, with such revisions (if any) to the draft argument as the Board may deem appropriate.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On August 9, 2016, your Board considered and approved, in accordance with Government Code Section 53724, Resolution 2016-32 of the Board of Supervisors of the County of Inyo, State of California, Calling an Election to Present to the Voters of the County a Proposed Ordinance Adding Chapter 3.50 to the Inyo County Code Pertaining to Cannabis Business Taxes and Ordering Consolidation of Said Election with the General Election to be Conducted on November 8, 2016.

As part of that discussion, your Board directed staff to prepare a draft argument in favor of the Cannabis Business Tax Measure for it to consider including with election materials. Staff is currently working on the draft argument and will present it at today's meeting, and earlier if feasible.

ALTERNATIVES:

Your Board could direct changes to the argument, or decide not to proceed with filing an argument in favor of the Cannabis Business Tax Measure.

OTHER AGENCY INVOLVEMENT:

If your Board decides to proceed with filing an argument in favor of the Cannabis Business Tax Measure, the argument approved by your Board will be transmitted to the Clerk-Recorder (the county elections official) by the deadline for inclusion with election materials.

FINANCING:

There is no cost with considering the proposed argument. If it is included with elections materials, the associated printing costs will be negligible.

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

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

Date: 08-10-2016

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
24

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Water Department

FOR THE BOARD MEETING OF: August 16, 2016

SUBJECT: California Wildlife Conservation Board, California Streamflow Enhancement Program Grant Application

DEPARTMENTAL RECOMMENDATION:

Request Board authorize the Water Department to submit a grant application to the Wildlife Conservation Board (WCB), California Streamflow Enhancement Program (SEP), funded under 2016 Proposition 1 funding.

SUMMARY DISCUSSION:

The Water Department proposes submitting a grant application under the WCB's, California Streamflow Enhancement Program to be used for a planning and scientific study to investigate the feasibility of opening up Lower Owens River channel through the 'Islands' area of the Lower Owens River. If the initial scientific study determined the project feasible, the funds would be used to develop an engineering plan, complete a California Environmental Quality Act (CEQA) analysis, and obtain permits. The end product would be a project plan and CEQA, ready for implementation of a flow enhancement project that would be funded under a future grant.

Under the WCB grant, eligible activities and expenses for scientific studies and planning include, but are not limited to: project administration; preparing plans that will result in a specific project or set of projects; performing necessary studies and assessments; collecting baseline data; developing project designs related to a specific site or physical project; acquiring permits for a specific future on-the-ground project; CEQA and/or National Environmental Policy Act (NEPA) environmental documentation for a specific future on-the-ground project. Staff will present a budget at the Board meeting.

With the December 2006 return of a sustained water supply to the lower Owens River, under the Lower Owens River Project, the majority of the river-riparian corridor has generally responded favorably. Hundreds of acres of diverse habitat have formed. The exception is the "Islands" reach of the project east of Alabama Gates, where the river has aggraded and spread out of its channel. Historically, this area hosted a complex of river-riparian strip, treed upland "islands", and dry and wet meadows. Today, with the new water regime, the flow is no longer confined within the banks of a channel and now spreads out by diffuse flow through cattail/bullrush marsh. The result is that the original diverse vegetation communities and habitat has transitioned to more than 550 acres of less diverse tule marsh, which continues to expand both upstream and downstream. The grant will examine the feasibility of opening a channel or channels to reestablish an open channel through the Islands area.

Tasks to be undertaken are:

1. Summarize current condition with assistance from LADWP and Inyo. Product: Report on current status and recommendations for additional data collection before proceeding. Detailed presentation of materials and methods for the feasibility study.

2. Prepare descriptions of options to evaluate based on meetings with Inyo County, LADWP, LADWP lessees, the MOU consultants, and MOU parties. Potential options to study: 1) Do nothing, 2) Berm west channel , open east side, 3) Berm west, open east side, channelize west, 4) alternate flows between west and east channels, 4). Options 2-4 all need to include design of new/cleaned channel(s) in the bottom 1/3 of the reach to improve flow exiting the Islands. Product: report of detailed description of options and infrastructure necessary to implement each. Refine methods for the feasibility analysis.

3. Evaluate feasibility of each option including cost estimates for implementation, cost estimates for operations and maintenance, potential impacts and benefits to LORP goals, and effects on existing land uses of the selected options.

4. Prepare EIR and permits.

The proposal must be received by the WCB by August 31, 2016. No Board resolution is required to submit the application; however, if the proposal is recommended for funding, the Water Departement will come back to your Board for a resolution at that time.

ALTERNATIVES:

Direct staff to (1) alter the proposed project, or (2) direct staff to not proceed with grant application.

OTHER AGENCY INVOLVEMENT:

FINANCING:

If the State of California WCB, California Streamflow Enhancement Program (SEP) grant is approved, the County would serve as fiscal agent for the project. The Grant agreement will be structured to provide for payment in arrears of work being performed. Funds will not be disbursed until there is an executed grant agreement between WCB and the project applicant.

Since the grant funds are to be disbursed on a reimbursable basis, the County will be required to provide upfront financing to pay contractors or obtain permits. Ten percent of the reimbursable funds will be withheld until the project is complete, and all grant obligations are satisfied.

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

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

Date: 8/9/16

For Clerk's Use Only:
AGENDA NUMBER
25

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

X Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Inyo County Water Department

FOR THE BOARD MEETING OF: August 16, 2016

SUBJECT: Recruitment of Six Seasonal Field Assistants

DEPARTMENTAL RECOMMENDATION: Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the seasonal field assistant positions exists as certified by the Water Director and concurred with by the County Administrator and the Auditor-Controller; B) where due to the seasonal nature of the positions it is unlikely that the positions could be filled by internal candidates meeting the qualifications for the positions, therefore an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of six seasonal Field Assistant I's at Range 050PT ($14.46 - $17.56 per hour) for the period of October 1, 2016 through March 30, 2017, contingent upon adoption of the FY 2016-17 budget.

SUMMARY DISCUSSION: The Water Department has annually hired seasonal field assistants to assist with Saltcedar eradication that has been conducted since 1998. The purpose of this program is to remove salt cedar in the Owens Valley and assist in restoring native vegetation along the Lower Owens River Project.

ALTERNATIVES: The Board could decide not to approve the request. This alternative would prevent the Water Department from complying with the requirements of the Long Term Water Agreement annual maintenance and control effort of the Saltcedar Control program.

OTHER AGENCY INVOLVEMENT: The Inyo County Personnel Department will assist with the recruitment of the requested positions.

FINANCING: Funds were budgeted in the FY 2016-2017 Salt Cedar budget (024502) for six Seasonal Field Assistants contingent on the adoption of the 2016-17 budget.

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:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: yes Date 7/20/2016
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 7/19/16

DEPARTMENT HEAD SIGNATURE: R. Hamm
(Not to be signed until all approvals are received) Date: 7/19/16
(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
26

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Thomas L. Hardy, District Attorney

FOR THE BOARD MEETING OF: August 16, 2016

SUBJECT: Request to fill the position of one (1) BPAR Legal Secretary I-II

DEPARTMENTAL RECOMMENDATION:

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

1) The availability of funding for the requested positions comes from the General Fund, as certified by the District Attorney concurred with by the County Administrator and Audit-Controller;
2) Where internal candidates meet the qualifications for the position of BPAR Legal Secretary I-II, the position could possibly be filled through an internal recruitment, however, an open recruitment is more appropriate to ensure a qualified applicant pool; and
3) Approve the hiring of one (1) BPAR Legal Secretary I, Range 56, or (1) BPAR Legal Secretary II, Range 60, through an open recruitment, depending on qualification.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The current BPAR Legal Secretary has given notice of termination of employment with the District Attorney's office. The BPAR Legal Secretary is an essential position to the District Attorney's office to handle Juvenile and Adult criminal cases.

ALTERNATIVES:

None.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

District Attorney General Fund Budget #022400.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: _____ Date 8/9/2016

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 8/9/16

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 8/10/16

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
27

FROM: Public Works Department

FOR THE BOARD MEETING OF: August 16, 2016

SUBJECT: Request to hire Road Superintendent

DEPARTMENTAL RECOMMENDATIONS:

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

A) the availability of funding for Road Superintendent comes from non -general fund Road Budget, as certified by the Public Works Director, and concurred with by the County Administrator and Auditor-Controller; and

B) where internal candidates meet the qualifications for the position an internal recruitment would be appropriate-; and

C) authorize the hiring of one Road Superintendent, Range 78 ($5,303-$6,445).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
This vacancy was created with the retirement of the incumbent Road Superintendent in February. The time since his retirement has been used to evaluate the structure and operations of the Road Department. This included discussion with all Road Supervisors and meetings at each road yard with general staff. The input from both the Road Supervisors and general staff was invaluable in assessing the Department.

In these discussions, it became apparent that the Road Superintendent position was necessary under essentially any operating scenario. Consequently, we are recommending authorization to proceed with recruitment and filling of the position. We are recommending that the recruitment be done internally because we feel that there are an adequate number of qualified individuals currently in the County workforce to have a good recruitment. In our evaluation of the Road Department, staff is recommending that over the long term some changes be made to the Department's structure. These changes would occur over time taking advantage of attrition and would be staged depending on results of the internal recruitment. Again, in all scenarios, including a no change scenario, filling of the Road Superintendent position is of paramount importance. Staff will provide a report to the Board on recommended changes shortly after completion of the Road Superintendent recruitment.

ALTERNATIVES:
1. Do not fill the position. This is not recommended as it vital to the efficient operation of the Road Department.

OTHER AGENCY INVOLVEMENT:
Personnel
Auditor/Controller

FINANCING:
This position would be filled at Range 78 ($5,303-$6,445). It is funded entirely from Road Funds (Budget Unit 034600).

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

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

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
28

FROM: Public Works Department

FOR THE BOARD MEETING OF: August 16, 2016

SUBJECT: Filling Vacant Building Inspector Position

DEPARTMENTAL RECOMMENDATIONS:

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

A) the availability of funding for Building Inspector comes from the General Fund- Building and Safety, as certified by the Public Works Director, and concurred with by the County Administrator and the Auditor-Controller; and

B) where internal candidates meet the qualifications, the vacancy could possibly be filled through an internal recruitment, however it would be more appropriate to fill the position through an open reccruitment; and

C) Authorize the hiring of one Building Inspector at Range 68 ($4,188 - $5,088)

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

A vacancy currently exists in the Building and Safety Department. Currently, the department is being staffed on a contract basis. There is only one authorized position in the department. However, Staff is working with the City of Bishop to provide them with Plan Check and Inspection services. We are currently putting together an agreement to accomplish this. Public Works staff has recommended that an additional position be authorized in the FY 16/17 Budget to support such an arrangement.

Staff recommends the hiring of a building inspector at this time to take advantage of training opportunties available from both our contract building official and the soon to be retired City of Bishop Building official.

ALTERNATIVES:

1. The Board could decide not to approve filling the position. This is not recommended, as there is a short window for overlap and training opportunities.

OTHER AGENCY INVOLVEMENT:

CAO
Personnel Department for recruitment
Auditor.

FINANCING:

The funding for this position will be 100% Building and Safety (023200)

Agenda Request Form
Board meeting of
Subject:

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved:_____ Date_____
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) 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 8/10/16

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

For Clerk's Use Only:
AGENDA NUMBER

29

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

FROM: HEALTH & HUMAN SERVICES – Behavioral Health Division

FOR THE BOARD MEETING OF:
August 16, 2016

SUBJECT: Request for authorization to hire one full time Office Clerk III in the HHS Behavioral Health Division.

DEPARTMENTAL RECOMMENDATION:

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

A. the availability of funding for the requested positions exists in the Behavioral Health and Drinking Driver Program budgets (no County General Funds), as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
B. where internal candidates meet the qualifications for the position, the vacancy could be filled by an internal candidate, but an open recruitment would be more appropriate to ensure more qualified candidates apply; and
C. approve the hiring of one full time Office Clerk III Range 52 ($2880-$3500) .

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Another full time Office Clerk III position in the Behavioral Health Division will be vacant as an employee has resigned from the position as of July 27, 2016 to leave the area. The vacancy will occur in our HHS Grove Street front office. This position is one of three Office Clerk III positions in the Grove Street office and is supervised by the Office Technician III. The team provides reception for the entire Grove Street Office which includes Behavioral Health, Child Welfare, Adult Protective Services, IHSS, Wraparound and Public Guardian/Public Administrator services. As such, it is a busy office with a high volume of direct client services. The Office Clerks ensure that consumers and partners are welcomed and supported as they come into the office or are on the phone. This is often the first point of contact to engage persons in services. This position provides not only front office support but also assistance with admissions and maintenance of the electronic health records. The Division is in the process of implementing a new electronic health record product as well as moving forward with telemedicine. The Department respectfully requests permission to recruit and hire to fill this vacancy.

ALTERNATIVES:

The Board could choose to not to allow Behavioral Health to hire this position. This would seriously impact our ability to provide consumer and staff support at all levels.

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

State and Federal funding, along with Behavioral Health Realignment funds. This position is budgeted 85% in Mental Health (045200); and 15% in DDP (045312); in the salaries and benefits object codes. No County General Funds.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: _____ Date:
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: _____ Date: 7/29/2016
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: 7/25/16

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Jean Turner Date: 8-1-16

For Clerks Use Only

AGENDA NUMBER

30

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

[] Consent [X] Departmental [] Correspondence Action [] Public Hearing

[] Scheduled Time for [] Closed Session [] Informational

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: August 16, 2016

SUBJECT: Request to fill (1) one vacant Deputy Sheriff position.

DEPARTMENTAL RECOMMENDATION:

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

1) The availability of funding for this requested position comes from the General Fund, as certified by the Sheriff, and concurred by the County Administrator and the Auditor-Controller; and
2) Where internal candidates may meet the qualifications for the positions and the positions could possibly be filled by an internal recruitment, but an open recruitment is more appropriate to ensure the positions are filled with the most qualified applicants; and
3) Approve the open recruitment and hiring of (1) one Deputy Sheriff position (Range 67SA-SC $4,149 – $5,565) and authorize up to the E step for a qualified lateral applicant, ~~contingent upon Board approval of the Fiscal Year 2016-2017 budget~~.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On July 4, 2016 the Sheriff's Office had a deputy sheriff's position become vacant due to a separation. We request that your board authorizes, pursuant to the candidate qualifications and experience, the hiring of (1) one qualified lateral/certificated candidate up to the E step, or an internal and open recruitment for an entry level applicant. Hiring of this (1) one Deputy position will fall within the Sheriff's current authorized strength.

ALTERNATIVES:

Deny the filling of (1) one Deputy Sheriff position.

OTHER AGENCY INVOLVEMENT:

Personnel Department
Auditor/Controller

FINANCING:

This Deputy position is currently budgeted in the Board requested 2016-2017 Sheriff's Safety budget 022710.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 8/4/2016
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 8/4/16

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Janis L Odum for W. Lutze Date: 8/4/16

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
31

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Supervisor Mark Tillemans

FOR THE BOARD MEETING OF: August 16, 2016

SUBJECT: Consideration and Direction to staff regarding a request from the Big Pine Cemetery District to waive green waste gate fees for the disposal of diseased trees that are being removed from the Cemetery.

DEPARTMENTAL RECOMMENDATION: Request Board consider and adopt Resolution No. 2016-_____ titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Waiving Solid Waste Disposal and Gate Fees at Bishop-Sunland Landfill for the Big Pine Cemetery District for Green and Wood Waste in an Amount Not to Exceed $500 for a 30-Day Period."

SUMMARY DISCUSSION: This is an identical request to one approved on July 28, 2015 by the Board's passage and adoption of Resolution No. 2015-39. The Big Pine Cemetery District is required to remove several diseased Juniper trees at the Cemetery in order to control the spread of the disease. The District has requested a waiver of the green waste gate and disposal fees for disposing of the trees at the Bishop-Sunland Landfill. The trees in their diseased state also pose significant danger to the people who visit and work at the Cemetery.

County Municipal Code Section 7.10.080 D provides, "*In the event of a declared local, state or federal state of emergency, or to alleviate threats to the public health and safety, the Board of Supervisors may by resolution waive solid waste disposal fees for classes of persons affected by the emergency or threat to public health or safety.*"

Because of the existence of ongoing proclamations for local emergencies, including current drought conditions, and due to the District's status of the Cemetery, your Board could make the findings to waive the fees for the disposal of the trees in order to protect the public health and safety of the users of the Cemetery.

A resolution that waives the fees for the Big Pine Cemetery District to dispose of green waste, for an amount not-to-exceed $500 for a 30-day period is attached in the event that your Board chooses to waive the solid waste fees for the removal of dying and diseased trees in the Big Pine Cemetery.

ALTERNATIVES: Staff awaits your Board direction on this request.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: There is a minimal amount of revenues that would be lost as a result of the waiver of fees.

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 Assistant Clerk of the Board.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS *(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)* Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Mark Tillemans Date:_____

Resolution No. 2016-__

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, WAIVING SOLID WASTE DISPOSAL AND GATE FEES AT BISHOP-SUNLAND LANDFILL FOR THE BIG PINE CEMETERY DISTRTICT FOR GREEN AND WOOD WASTE IN AN AMOUNT NOT TO EXCEED $500 FOR A 30-DAY PERIOD

WHEREAS the Big Pine Cemetery District has a long history of providing services to the citizen's and residents of Inyo County; and

WHEREAS, the Big Pine Cemetery District is a historic landmark and an asset to the community of Big Pine; and

WHEREAS, it would benefit public health and safety to remove trees dying from drought and disease and the subsequent disposal of the green and wood waste debris from the Big Pine Cemetery; and

WHEREAS, waving disposal fees for placing green and wood waste at the Bishop-Sunland Landfill for a thirty day period, would encourage the timely and appropriate disposition of this debris; and

WHEREAS, waiving disposal fees for green and wood waste will additionally serve to help promote health and safety at the Big Pine Cemetery by reducing the possible spread of vegetative diseases; and

WHEREAS, all green and wood waste that can be chipped will be placed in the green waste brush pile; and

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors, pursuant to Section 7.10.080 of the Inyo County Code, hereby waives gate and waste disposal fees for the Big Pine Cemetery District for the disposal of segregated green and wood waste at the Bishop-Sunland Landfill for a thirty-day period, for a total of up to $500 in disposal fees.

PASSED AND ADOPTED on this 16th day of August, 2016, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Chairperson, Inyo County Board of Supervisor

Attest: *KEVIN D. CARUNCHIO*
Clerk of the Board

by: _____
Darcy Ellis, Assistant

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
32

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: August 16, 2016

SUBJECT: U.S. Forest Service Proposal for Bishop and Pine Creek Fuels Reduction Project

RECOMMENDATION: Review the U.S. Forest Service's Scoping Notice for the Bishop and Pine Creek Fuels Reduction Project and authorize the Chair to sign correspondence in regards thereto.

SUMMARY DISCUSSION: The Inyo National Forest (INF) recently issued a scoping notice regarding the Bishop and Pine Creek Fuels Reduction Project (refer to Attachment 2), the primary purpose of which is to protect development and provide safety for visitors and residents. Staff has drafted correspondence for the Board's consideration in response (Attachment 1). Comments are due September 2, 2016.

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

OTHER AGENCY INVOLVEMENT: Department of Agriculture, U.S. Forest Service; Bureau of Land Management.

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

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

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

Date: 8/8/16

Attachments:

1. Draft Correspondence
2. Notice

August 16, 2016

US Forest Service
Inyo National Forest
c/o Heather Stone
798 N. Main Street
Bishop, CA 93514

Re: U.S. Forest Service Proposal for Bishop and Pine Creek Fuels Reduction Project

To Whom It May Concern:

On behalf of the Inyo County Board of Supervisors, thank you for the opportunity to provide input regarding the Bishop and Pine Creek Fuels Reduction Project being promulgated by the Forest Service and the Bureau of Land Management. We wish to express our support for this project to reduce fuels loading and improve safety for residents and visitors. We request that appropriate measures be taken to notify affected communities (including businesses) of the planned activities well in advance, minimize disruption to residents, businesses, and tourists, and adequately control the burns.

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

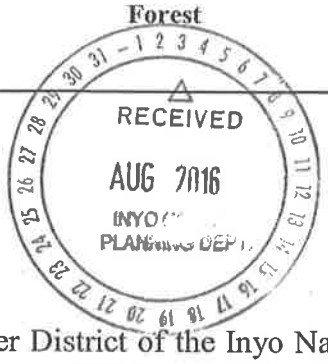
Sincerely,

Jeff Griffiths, Chair
Inyo County Board of Supervisors

cc: Board of Supervisors
County Administrative Officer
Planning Director
Doug Wilson, Willdan
Ed Armenta, Inyo National Forest
Steve Nelson, Bureau of Land Management

Attachment 1

USDA United States Department of Agriculture
Forest Service
Inyo National Forest
White Mtn. Ranger Station
798 N. Main Street
Bishop, CA 93514
(760) 873-2500 Voice
(760) 873-2501 Text (TDD)



File Code: 1950/5140

Date: August 1, 2016

Dear Interested Party,

The White Mountain Ranger District of the Inyo National Forest is initiating the environmental analysis process for the proposed Bishop and Pine Creek Fuels Reduction project. The primary purpose of the project is to protect structures and developments and provide safety for visitors and residents in the Bishop Creek and Pine Creek drainages in the event of a wildfire. An additional project objective is to improve and protect the ecological health of the vegetation and wildlife habitat. To meet the purposes of protecting structures and providing safety, the project would create fuelbreaks on federally managed land around structures, communities and developments including Rocking K, Starlite, Aspendell, South Fork, campgrounds, resorts, pack stations, trailheads, and SCE developments as needed. The project area is located in the Bishop and Pine Creek Drainages in the Sierra Nevada Mountains, in Inyo County approximately 10 miles west and northwest of Bishop, California (see attached map for location).

Methods to reduce fuels and improve vegetative condition would include mostly hand work with possible use of low ground pressure mowers. Planting green strips with native species may also occur where there is a need to reduce cheatgrass cover.

Maps in the detailed proposed action show the project area where treatments would be allowed. Within that area, an initial fuelbreak design is shown which may be modified if needed to adequately protect the structures and facilities within the project boundary. The initial fuelbreak design will affect 295 acres. Upwards to 600 acres within the project boundary may be treated if modification is necessary.

All but one unit (about 6 acres) of the proposed project are on Forest Service (FS) managed land, and that unit is on land managed by Bureau of Land Management (BLM). While the analysis will cover all units, separate decisions will bc made by the Inyo National Forest White Mountain District Ranger and Bureau of Land Management, Bishop Field Office manager.

My preliminary assessment is that this proposal falls within a category of actions listed in the Forest Service NEPA regulations (36 CFR part 220) that are excluded from documentation in an Environmental Assessment (EA) or Environmental Impact Statement (EIS) and there are no extraordinary circumstances that would preclude use of the category (36 CFR 220.6(e)(6)) *Timber stand and/or wildlife improvement activities that do not include the use of herbicides or do not require more than 1 mile of low standard road construction. (ii) Thinning or brush control to improve growth or to reduce fire hazard including the opening of an existing road to a dense timber stand.* Preliminary analysis suggests that this project will have no extraordinary circumstances because it will involve hand work and low ground pressure equipment only, will be limited in scope, and will involve no herbicide use or road construction.

The proposed action is available in hard copy format or can be viewed on the Inyo National Forest website at http://www.fs.fed.us/nepa/fs-usda-pop.php/?project=42921. To obtain a hard copy of the proposed action please contact Heather Stone, 798 N. Main St., Bishop, CA, by phone at (760)873-2561, or by email at hestone@fs.fed.us.

Request for Comments

The proposed action is currently available for a 30-day public scoping period. While you may comment at any time, the comments will be most useful by September 2, 2016. This scoping period is intended to provide those interested in or affected by this proposal an opportunity to make their concerns known prior to a decision being made by the Responsible Official. We would like to invite your comments regarding issues, opportunities, concerns, and suggestions for the proposed project.

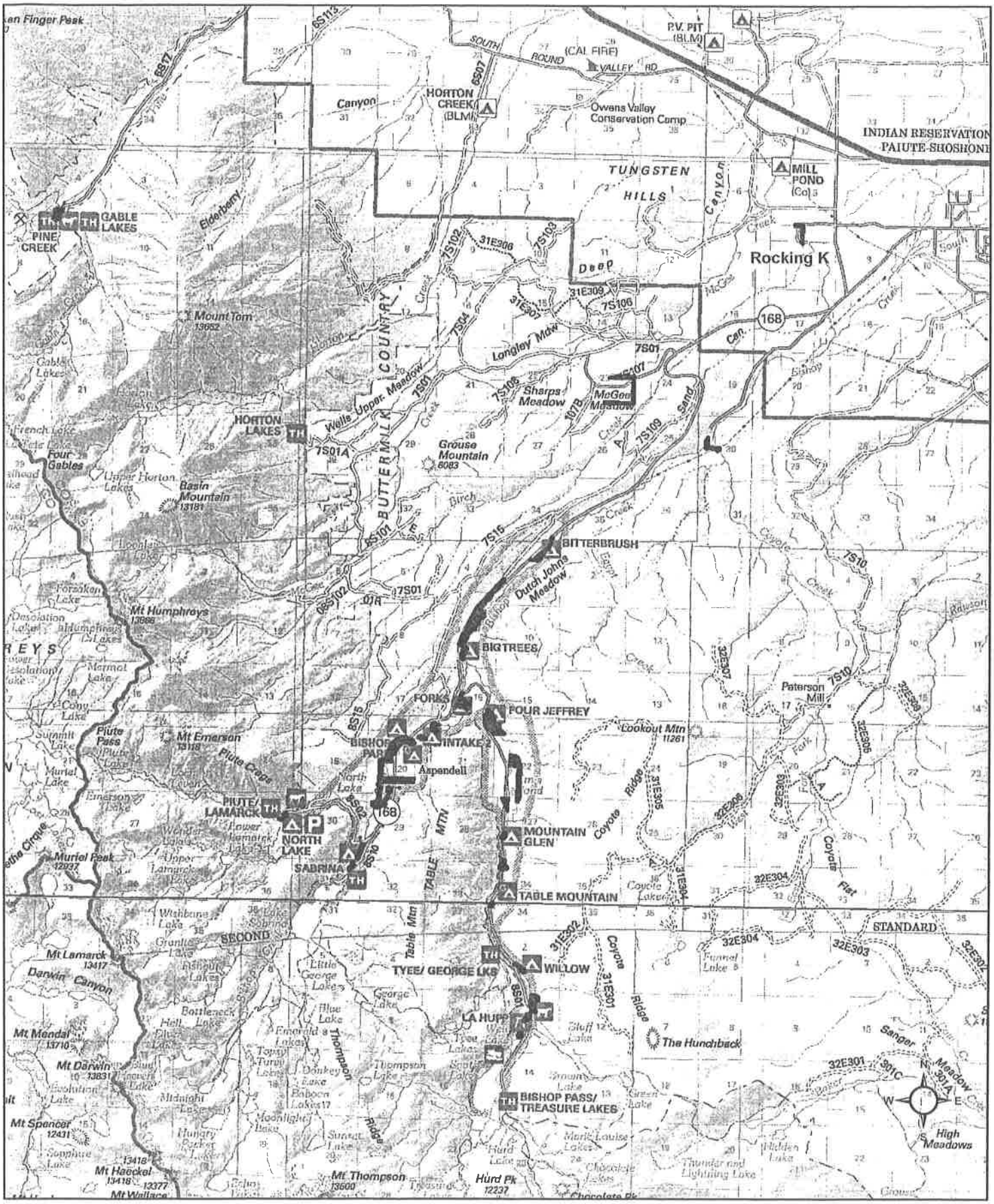
Comments can be submitted by mail, hand delivery, or email. Mail written comments to Heather Stone, 798 N. Main St., Bishop, CA 93514. Comments can be hand delivered to the same address. The office business hours for those submitting hand-delivered comments are: 8:00 to 5:00, Monday through Friday, excluding holidays. Electronic comments must be submitted in a format such as an email message, plain text (.txt), rich text format (.rtf), or Word (.doc) to comments-pacificsouthwest-inyo@fs.fed.us, with the subject line, "Bishop Creek Fuels".

Please contact Heather Stone, at the above address, by phone at (760)873-2561, or by email at hestone@fs.fed.us with any questions about the project.

Sincerely,

Roderick J Alfred

for SEAN FERRELL
District Ranger



Proposed Bishop and Pine Creek Fuel Reduction Project Overview Map

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

33

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☒ Informational

FROM: Inyo County Clerk-Recorder & Registrar of Voters

FOR THE BOARD MEETING OF: August 16, 2016

SUBJECT: Workshop on voting technology

DEPARTMENTAL RECOMMENDATION: Conduct a workshop on Inyo County's voting technology

SUMMARY DISCUSSION:

During the June 7, 2016 election, several components of Inyo County's voting system have begun to breakdown. The purpose of this workshop is to discuss the state of Inyo County's voting system and options for replacing the voting system moving forward.

The current voting system was purchased from Sequoia in 2005 after the previous punch-card system was decertified in response to national concerns raised during the 2000 Presidential election. The funding for that purchase – approximately $700,000 -- derived from a combination of the Help America Vote Act (HAVA), California's voter approved Proposition 41 and matching General Fund monies.

In 2007, Secretary of State Debra Bowen decertified, and then conditionally recertified, the hardware and software of the Sequoia voting system. At present, Inyo County still uses this voting system (now owned by Dominion Voting). Most Inyo County citizens vote on a paper ballot that is tabulated with an Optech scanner at the Central Count Location in Independence. In addition, each voting location is supplied with one federally mandated accessible Edge II touch screen voting machine.

Due to the increasing unreliability of the County's aging voting equipment, and changes in technology and voting laws, it is recommended that the County develop a plan for replacing the voting system before the 2018 election. Today's workshop will present the issues in greater details, and identify options to consider as we move forward.

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

DEPARTMENT HEAD SIGNATURE:

_____ Date: 8/8/16

Inyo County Elections

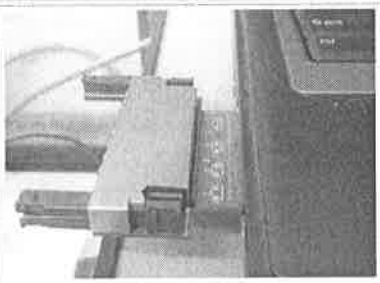
VOTING TECHNOLOGY

Help America Vote Act

- Provisional Ballots
- ID verification
- Accessible Voting

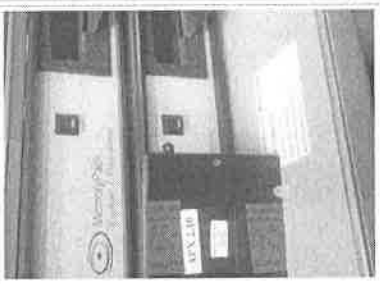
Card Activator

PCMCIA cards were created in 1989. Not used in computers today (except for elections!)



PCMCIA portal

All paper ballots are counted on Memory Packs



Memory pack and Receiver/Programmer

All paper ballots are fed through a scanner by hand

Optech scanner

Aging Equipment

Mandated equipment purchased in 2005 with Federal, State, & County funds
- 45 Edge machines, 2 Insight ballot readers, software, training cost = $559,343

New mandate in 2007 to return to paper ballots
- 3 machines purchased in 2008 using General Funds =$20,233

Vendor stopped supporting Election Management System (EMS) in 2008
- New EMS purchased in 2008 using HAVA funds = $42,229

Total = $700,000 + annual license fees

Problems
- Software is a product from 2002
- Equipment life is 6-10 years
- Eventually old technology will be unable to conform to legislative changes
  Example: Top-2 primary elections pushed the limits of capacity

Looking Forward

- Inyo County Elections is seeking the purchase of a new voting system prior 2018

- Start saving $$$
  - Inyo County has $0 available from state through Voting Modernization Act of 2002 (Prop 41) or HAVA;
  - Inyo County set aside $80,000 in an Election Innovation Fund
  - Current vendor quote: $650,000

Options

- Sole Source vs. RFP

- Lease vs. purchase

- Open Source vs. Proprietary

- SB 450 vs. traditional model

SB 450

- All voters would receive a vote-by-mail ballot
- Requires at least two Vote Centers for 3 days prior to the Election (open at least 8 hours per day).
- Requires E-Poll books and the ability to connect to the Election Management system (WiFi/Internet)
- Language & Accessibility requirements

Conclusion

- Inyo County will need to replace its vote tabulation system by 2018/2020
- There are a lot of moving parts
- AB 2252 – Accessible online marking of ballots
- The Inyo County Elections Department is looking for direction moving forward

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
34

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING: August 16, 2016

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, known as 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 biweekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

FINANCING: N/A

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust 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: 08/11/16
(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
35

☐ Consent ☒Departmental ☐Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF: August 16, 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 biweekly 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 *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust 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: 08/11/16
(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
36

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

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF: August 16, 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 biweekly 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 *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date: 08/11/16
(The Original plus 20 copies of this document are required)

For Clerk's Use Only:
AGENDA NUMBER

37

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☒ Scheduled Time for 11:00 a.m. ☐ Closed Session ☐ Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: August 16, 2016

SUBJECT: Draft Final County comment letter to the Inyo National Forest (INF) (Exhibit I) on the Draft Forest Plan Revision and Draft Environmental Impact Statement (DEIS).

RECOMMENDATION: Review Draft Final comment letter prepared for the Inyo National Forest Plan Revision and DEIS provide input; potentially authorize the Chairperson to sign; and, direct to staff to send.

SUMMARY DISCUSSION: The INF released the Draft Forest Plan Revision and the DEIS on May 27, 2016[1]. Staff has been reviewing and analyzing it against the comments the County provided throughout the Plan's development as well as against the list of County priorities (Attached to the draft letter as A) submitted to the INF regarding the Plan's content. These evaluations were brought to your Board for discussion on June 28th and July 19th, 2016 and a Draft comment letter was presented to you Board on August 9, 2016[2] Based on the direction given by your Board, staff has prepared a draft final comment letter on the Draft Plan Revision and DEIS.

The draft final comment letter contains most of what was in the version discussed with your Board on August with some changes. The attached draft final shows these changes in strike out and underline and include:

1. Page 2: Supporting wilderness proposal in Alternative B and adding the suggestion for boundary adjustments on the South Sierra and Piper Wilderness areas proposed in Alternative D and adding a section of Deep Springs North proposed in Alternative C to Alternative B (Attachments B-D of the draft letter show these changes).

2. Page 3: asking for the Forests to be cognizant in this and all Forest planning efforts of the aging and disabled people who also want to enjoy a wilderness experience.

3. Page 3: requests the Forest to keep access open to wildlife guzzlers in perpetuity.

4. Page 5: Addition of langue prepared by Supervisor Kingsley addressing issues about the areas identified for wilderness proposals in Alternative C and environmental conditions regarding fire threats.

5. Page 7: Addition of langue prepared by Supervisor Kingsley addressing the County's concerns about the way unauthorized roads and Inventoried Roadless Areas have been identified and the inappropriate way they have been used for proposed wilderness identification.

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[1] The Forest Plan Website can be found at: http://tinyurl.com/r5earlyadopters
The Inyo County Forest Plan Webpage can be found at: http://inyoplanning.org/InyoNationalForest.htm

[2] The Agenda Request Forms for these meetings can be found at:
http://inyoplanning.org/InyoNationalForest.htm

6. Page 8: Addition of a suggestion to use more grazing and controlled burning for wildfire management and promote bio-fuel production in the fire management strategies.

7. Page 11: Addition of partnership language encouraging the Forest to partner with other land managers in the area such as the National Park Service, Bureau of Land Management and the County to evaluate the most appropriate places for additional recreation sites and under which jurisdiction the additional sites would make the most sense. Also a suggestion that the Inyo National Forest hire a partnership coordinator.

8. Page 11: A comment that the Forest should include a section to the Plan that addresses activities on the Forest that require a permit and create a vision and goals for permit streamlining then develop management strategies to meet these goals.

9. Page 11: A comment was added regarding the lack of analysis of the aging baby-boomer cohort and their impact on recreation use needs.

10. Page 12: A correction to the suggestion for a 200ft. buffer around all Forest roads – not for equipment maneuvering, but instead for road maintenance and the ability to reroute roads in the case of washouts or if there are environmentally sensitive areas that should be avoided.

11. Your Board also asked staff to prepare a letter to the Forest requesting a 45-day extension to the comment period; a draft is attached as Exhibit II.

12. Your Board also asked staff to prepare a letter to the Sierra and Sequoia Forests expressing our concerns about the smoke that ends up in the County from wildfires located on those Forests; a draft is attached as Exhibit III.

13. Throughout the letter a change was made on to a focus on fire management instead of suppression.

14. There were editorial changes made to the draft letter, as well, that are not reflected in reline.

ALTERNATIVES:
In addition to providing input regarding the draft correspondence, the Board may consider the following alternatives.

1. Direct staff to not send a comment letter to the Inyo National Forest. This is not recommended as activities in the Forest impact the County's economy and culture.

NEXT STEPS:
Based on the Boards direction from today's August 16, 2016 meeting, this letter will be completed and sent to the Inyo National Forest.

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.

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

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

John Hunt Date: 8/11/16

Exhibits:

I. Draft comment letter.
II. Draft letter requesting a comment period time extension.
III. Draft comment letter to the Sierra and Sequoia Forests.

Exhibit I – Draft Comment Letter to the Inyo National Forest

BOARD OF SUPERVISORS
COUNTY OF INYO

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August 16, 2016

Ed Armenta, Inyo National Forest, Supervisor
351 Pacu Lane, Suite 200
Bishop, CA 93514

SUBJECT: Inyo National Forest (INF) Plan Revision and Draft Environmental Impact Statement (DEIS).

Dear Supervisor Armenta:

The Inyo County Board of Supervisors would first like to convey our gratitude for the efforts that INF staff has made to coordinate with County staff throughout the plan revision process. As a cooperating agency in the Forest Plan revision, the Board of Supervisors greatly appreciates the Forest staff's acknowledgement of Inyo County's concerns during these planning efforts[1]. It is refreshing to see that our organizations can enjoy a respectful and friendly relationship while not always agreeing on the issues.

On behalf of the Board of Supervisors, I am writing with Inyo County's comments on the Draft Plan Revision and DEIS. We appreciate the Forest Service addressing components of our previous input, including embracing the concept of partnerships, recognizing the importance of the Forest to Inyo County in the Plan, and the socioeconomic supplemental report. Other important topics the County has conveyed have not been adequately addressed. Areas of particular concern to the County that have been consistently expressed during the planning efforts are, potential losses to multiple uses on the Forest (grazing, certain types of recreation and mining), increased land area being recommended for wilderness, road closures, losses of economic opportunities provided by the forests due to additional restrictive designations and potential changes to the County's culture that is largely based on traditional uses of the Forest. In addition to providing comments throughout this process, the County prepared a list of priorities and shared it with Forest staff (Attachment A). An overview of the County's issues follows below and specific comments are attached.

[1] All of the County's correspondence regarding the Forest Plan Revision and DEIS can be found at: http://inyoplanning.org/InyoNationalForest.htm

Wilderness

Although, in general, the County would prefer that no new wilderness be added as so much of the County is already designated wilderness, the County did provide a letter of support for the Forest's wilderness process in evaluating and recommending areas for potential wilderness in the preferred alternative (B) and still believe that these areas have been selected appropriately by the Forest, and are, for the most part, benign with regard to losses of multiple uses. ~~The County would, however, like to suggest that the South Sierra Wilderness boundary be pulled back westward to about the 6,000-ft contour line as the eastern boundary, as it is depicted now, does not possess wilderness characteristics. This area is visually scarred with roads, powerlines and views to Highway 395, as well as views to old mines and mining roads. It also has an unauthorized road (per the Travel Management Plan) into Talus Canyon that is enjoyed by off-road enthusiasts that should not be included in recommended wilderness. The area also includes several pipelines, fences, an earthquake monitoring station and a wildlife guzzler. The 6,000-ft contour line also corresponds with the eastern boundary of the adjacent wilderness area to the north that extends to Olancha before broadening out towards the east. By moving the boundary line west to the 6,000-ft contour line much of this area that has obviously been trammeled by people would be removed.~~

The Board, therefore, supports the proposed wilderness designations in Alternative B with two suggested boundary adjustments and one addition. These changes are:

1. The South Sierra Wilderness boundary be pulled back westward to about the 6,000-ft contour line as the eastern section, as it is depicted now, does not possess much in the way of wilderness characteristics. This area is visually scarred with roads, powerlines and views to Highway 395, as well as views to old mines and mining roads. It also has an unauthorized road (per the Travel Management Plan) into Talus Canyon that is enjoyed by off-road enthusiasts that should not be included in recommended wilderness. The area also includes several pipelines, fences, an earthquake monitoring station and a wildlife guzzler. The 6,000-ft contour line also corresponds with the eastern boundary of the adjacent wilderness area to the north that extends to Olancha before broadening out towards the east. By moving the boundary line west to the 6,000-ft contour line much of this area that has obviously been trammeled by people would be removed. (Attachment B).
2. Due to the lingering questions regarding unauthorized roads and the way they have been identified, the Board proposes that the Piper Mountain wilderness boundary be adjusted back to the east along the western boundary and to the north at the southwest boundary, at a distance that will remove the unauthorized roads located in the area (Attachment C).
3. To replace some of the area the Board is requesting to be taken out of wilderness designation, the Board suggests that the northwest section of Deep Springs North proposed wilderness area (proposed in Alternative C), be added (Attachment D).

~~It is worth noting that currently the potential proposed designations in Alternative B seem harmless with regard to losses of multiple use and access, but this could change, and these areas may be found to have resources necessary for the needs of the people in the future. By locking them up in wilderness designations it will be far more difficult to provide for these needs. Also,~~ With regard to recreation opportunity in the wilderness, the Board would like to reassert that not everyone can hike or ride a horse into an area to enjoy wilderness characteristics. The Forests should not discriminate by means of access. By not allowing for future roads that could provide access to dispersed camping opportunities and opening the wilderness experience to a broader range of people, the forests are

favoring a specific recreation group while denying equal access to some public lands. We ask that the Forest Service please be cognizant in this and all Forest planning efforts of the aging and disabled people who also want to enjoy a wilderness experience. The County ~~has also consistently commented also~~ still has concerns about how areas that are included in wilderness recommendations and/or as wilderness study areas are managed as wilderness and therefore are indirectly – wilderness. This continues to be an issue for the County as there is already over 60% of the County's land area in wilderness and with many areas that are already recommended/wilderness study area. The County also requests that access to all wildlife guzzlers remain open in perpetuity and not be decided on a case by case basis.

The potentially proposed wilderness areas in Alternative C are of great concern to the County. The County believes that these additional wilderness areas as depicted in Alternative C are not appropriate for inclusion. These areas are well suited for motorized access and accordingly do not exhibit outstanding opportunities for primitive recreation. These areas include:

- White Mountains Addition – east and west
  The White Mountains Additions east and west would connect to an existing wilderness. The two areas are separated by roads from each other creating a disconnected area overall. Both areas are entirely within an active grazing allotment (Crooked Creek). A large section of the White Mountain Addition west is located in a County priority area, as is a section of the proposed White Mountain west area (Alternative B). The County developed these priority areas from known grazing mining and off highway vehicle use areas.
- Deep Springs – north
  With the exception of the area in Deep Springs North the County is recommending for inclusion into the Alternative B proposal, this area poses concerns as it has cherry stem roads entering it from all directions in towards the center to the point it is almost split in two. It is very oddly shaped and is almost entirely within active grazing allotments (Crooked Creek and Deep Springs). It is not connected to a current wilderness area and even if the White Mountain wilderness additions east and west are brought forward as depicted in Alternative C Wyman Creek Road separates it from them. This area has quite a bit of evidence of trammeling by people from the amount of old roads and mines in it as well as a doughnut hole in the northwest corner cutout for an inholding and a wildlife guzzler. There are roads within this area that are identified on Forest maps as unauthorized and appear to be traveled. This area is also within one of the County's priority areas along its north and west boundary.
- Silver Creek
  Silver Creek is not connected to an existing wilderness area. The proposed Deep Springs North wilderness area is directly east of Silver Creek but they would remain separated by White Mountain Road even if the proposed Deep Springs North was brought forward as depicted in Alternative C. There is an area of an active grazing allotment located on the east side of this area as well (Crooked Creek) and some disturbance from old roads and abandoned mines. Silver Canyon is completely within one of the County's priority areas.
- Redding Canyon
  Redding Canyon is not connected to an existing wilderness area. The proposed (Alternative C) Silver Creek wilderness is directly north and the proposed Marble Canyon (Alternative C) is directly east but they would remain separated from Redding Canyon by Forest Service roads. The area also has a fair amount of area trammeled by people from old mine sites and

roads that crisscross it. Redding Canyon is completely within one of the County's priority areas.

- Marble Canyon
  This proposed wilderness has several cherry stem roads entering it from the east and south in towards the center making it very oddly shaped. It is not connected to an existing wilderness area. It is next to the proposed areas (Alternative C) of Redding Canyon to the north and Solider Canyon on the south. Even if these two proposed wilderness areas were brought forward they would be separated from Marble Canyon by Black Canyon Road and Highway 168 as well as by Forest Service roads. There is also evidence of some disturbance from old mine sites and roads within this proposed wilderness. A section of Marble Canyon is within one of the County's priority areas along its northwest boundary.
- Solider Canyon
  The Solider Canyon proposed wilderness area is almost split in two by cherry stem roads approaching it from the north and the west. This proposed wilderness provides views to the west of large transmission lines, Highway 395, the community of Big Pine, and in the long range the sierra escarpment. It is not connected to an existing wilderness area and would remain separated from the proposed wilderness areas (Alternative B) Piper wilderness and Marble Canyon and Deadman Canyon (Alternative C) by Highway 168 to the north. There are also gaps between these proposed areas that seem to be created by series of unauthorized roads surrounding Solider Canyon on the south and east. This area shows considerable evidence of trammeling by people within it and more significantly looking out of it to the west. Due to its geography, it is particularly appropriate for motorized access, an opportunity which should be maintained.
- Deadman Canyon
  Deadman Canyon is crisscrossed by unauthorized roads. It is not connected to an existing wilderness area. It would only be connected to another wilderness area if the proposed Piper wilderness (Alternative B) and/or the Piper Mountains Addition 2; or the Solider Canyon (all in Alternative C) were brought forward. These areas would still be separated from it on the east by a Forest Service road and on the north and west by gaps that seem to be created by series of unauthorized roads surrounding them. This area shows considerable evidence of trammeling by people due to the amount of roads on it. It also has views from its western end transmission lines, Highway 395, the community of Big Pine, and in the long range the sierra escarpment.
- Piper Mountain Addition (1)
  This is a small proposed area that would connect to the Piper wilderness proposal (Alternative B) and to the Piper Mountain wilderness located to the east. It would also be separated from the Piper Mountain addition 2 by a Forest Service road located to the southwest.
- Piper Mountain Addition (2)
  Piper Mountain Addition 2 is a small area completely surrounded on three sides (north, south and west) by Forest Service roads. It would connect to the Piper Mountain wilderness located to the east, but would remain separated from the proposed (Alternative B) Piper, Piper Mountains 1 and 2, and Deadman Canyon (Alternative C) by Forest Service roads.
- Inyo Mountains Addition
  The Inyo Mountains Addition proposed wilderness would connect to the existing Inyo Mountain wilderness along an approximate 0.5-mile stretch. The rest of the proposed area would be separated from the existing Inyo Mountain wilderness and the Deadman Canyon

proposed wilderness (Alternative C) by Forest Service roads. The north end of the Inyo Mountain Addition is crisscrossed by a series of unauthorized roads and there are mine ruins throughout the area leaving considerable evidence of trammeling by people.

- Mazourka Peak
  The proposed Mazourka Peak wilderness area is oddly shaped due to all of the cherry stem roads that encroach into it from all directions. It is bisected from the Inyo Wilderness to the east by Mazourka Canyon Road. This area is covered in mine ruins, some that still have small scale mining occurring on them. This proposed wilderness provides views to the west of large transmission lines, Highway 395, the community of Aberdeen, and in the long range the sierra escarpment. Views to the east are limited to the short range to the surrounding hills. The boundary of this proposed wilderness includes part of an active grazing allotment (Mazourka) and is partially within one of the County's priority areas. There is significant evidence of trammeling by people in this proposed area.
- South Sierra Addition – east
  This area is east of the 6,000-ft contour line that the County is suggesting that the entire South Sierra eastern boundary be drawn to. This particular area is covered in unauthorized roads that have not been closed, which would indicate that they are still being used. For example Forest Service Road 20S111 is enjoyed by OHV enthusiasts and and provides access to a creek. It is located at the western terminus of Sage Flat Drive and Walker Roads both have residential uses along them. This proposed wilderness provides views to the east of large transmission lines, Highway 395, Haiwee Reservoir, and the mine ruins and roads east of the Haiwee Reservoir. Views to the west are limited to the short range to the Sierra foothills. The boundary of this proposed wilderness (in Inyo County) is entirely in an active grazing allotment (Olancha). There is significant evidence of trammeling by people in this proposed area.

In general, the areas identified for potentially proposed wilderness in C - are rugged in nature and they do not need a wilderness designation to remain primitive. Their location also provides a buffer to the existing wilderness areas to the east. The letter recommends leaving them open to motorized use as most of them have rough terrain that allow them to self-protect from motorized use in inappropriate areas, while allowing access to a wilderness type experience for those who cannot hike or horseback ride. The landscape in the areas proposed in Alternative C is also primarily covered in desert brush (e.g. sage brush) which is not a vegetation habitat that needs wilderness protection. It is found throughout the immediate area and across the basin and range province. Pinon/Juniper landscapes are also included in these areas. These too are not in need of wilderness protection. In the last 100 years pinon trees have been spreading at an alarming rate throughout the west. As they spread further into the sagebrush habitat they create new higher fire danger areas. When these areas burn, they burn extremely hot, which destroys the sage and pinion to the point that cheat grass intrusion is the primary re-vegetation type. The wilderness designation makes fire-fighting more difficult and expensive and affords less protection to the landscape because of the restrictions associated with the wilderness designation.

Critical Aquatic Refuges

The County has similar concerns about Critical Aquatic Refuges as it does with wilderness in that they can potentially limit access to multiple uses. The County favors Alternatives B and D with regard to Critical Aquatic Refuges since they only include one additional area and provide for a faster pace and scale of restoration as they allow for higher use of mechanical treatments. Due to the extent

of the Critical Aquatic Refuges proposed in Alternative C, the County is concerned about the potential impacts to multiple uses that could occur, particularly with respect to mining and motorized recreation. Based on the discussion in the DEIS, it is understood that changes proposed to the management direction for Critical Aquatic Refuges is minimal; if this is not the case, the County would be concerned about Alternatives B and D as well.

Riparian Conservation Areas
These buffer areas have been added around all of the streams in the Forest, including: perennial, seasonally flowing streams (intermittent and ephemeral streams), special aquatic features (including lakes, wet meadows, bogs, fens, wetlands, vernal pools, and springs), and other hydrological or topographic depressions without a defined channel. The Riparian Conservation Areas remain consistent throughout the alternatives and are of concern to the County as the management strategies for them can limit access to multiple uses, such as agriculture. Based on the discussion in the DEIS, it is understood that changes proposed to the management direction for Riparian Conservation Areas is minimal; if this is not the case, the County could object to the specific policy guidance that is being altered.

Wild and Scenic Rivers
The plan identifies six streams in Inyo County that are eligible for wild and scenic designation they are:

- Cottonwood Creek, located west of the Owens Dry Lake, it has sections of wild, scenic and recreation characteristics;
- Lone Pine Creek, located west of Lone Pine and runs through Whitney Portal, it has sections of wild and recreation characteristics;
- Oak Creek, located west of Independence, it has sections of wild and recreation characteristics
- North Fork Big Pine Creek, located west of Big Pine, it has sections of wild and recreation characteristics;
- South Fork Bishop Creek, located northwest of Big Pine, it has sections of wild and recreation characteristics;
- Rock Creek, located northwest of Bishop, it has sections of wild and recreation characteristics.

The County remains concerned about these eligibility decisions as they work similar to how the wilderness management directives do, and include management strategies that include desired conditions, guidelines and standards for achieving and/or maintaining the desired conditions that can be restrictive to multiple uses. Also, like wilderness, eligible wild and scenic rivers are managed as if they are already designated which can also impact multiple use and maintenance of infrastructure, as well as the full range of recreation opportunities. Therefore, it is requested that the Plan include measures to ensure access and multiple uses within eligible wild and scenic rivers in the interim. The County may object to future designations, depending upon the specifics of any management plans being considered.

Species of Conservation Concern
The Species of Conservation Concern list is consistent throughout the Alternatives. The County has commented at every chance on the length of this list and its potential effects on access, a vibrant economy and the local culture. This list currently has 4-mammals, 4-birds, 3-amphibians, 1-fish, 10-terrestrial invertebrates, 5-aquatic invertebrates and 105-plants. Subsequent habitat protection for these species could further affect the County's stated priorities, especially with regard to losses of multiple use opportunities. Although the County supports actions to keep species off of Federal and State Lists, it has also provided comment on the method used to choose these species and still believe

that the list should be developed based on all scientific information beyond the Nature Serve ranking system and should be balanced with the other plan objectives.

Sustainable Recreation
The County maintains that the term sustainable recreation should apply to all recreation types - not just primitive. Since Alternatives B and even more so D, allow for the greatest range of recreation opportunities in the suggested ROS categories, the County supports their approach to sustainable recreation. Conversely, Alternative C would result in an unbalanced set of recreation choices on the Inyo that tips heavily towards primitive, which is the most restrictive designation. The primitive ROS designation is used considerably less in Alternatives B and D leaving more areas open to recreation that can be accessed by motor vehicles. Alternative D provides more area in the roaded modified category than the other alternatives. This category makes sense for the areas it has been used on in Alternative D as there is mining, grazing and more off-highway-vehicle use areas within them. Alternative D best aligns with the County's previous comments and priorities with regard to recreation as there would be more access provided for a wider range of recreation opportunities.

With regard to sustainable recreation and a fair approach to access, the Forests might consider using ROS designations to manage the types of recreation uses on certain forest land instead of by wilderness designations. Most of the area in the proposed wilderness under Alternative C, if managed as semi-primitive-motorized, could provide access to a wilderness experience by those who cannot access it otherwise. Not everyone is able to hike or ride a horse into wilderness areas and much of the areas that are identified as potential wilderness in Alternative C already have old roads crisscrossing them. It is also notable that under Alternative C the DEIS includes the prohibition of bicycle use in the wilderness areas that even further impacts access. As a means to provide a full range of sustainable recreation opportunity, the Forest Service should look at adding some of the unauthorized roads to the Forest's road system to be used for access to additional semi-primitive-motorized recreation opportunities. The County asserts, as it has from the onset, that the Forest should revisit these unauthorized roads and their relationship to the Inventoried Roadless Areas. If these roads were already established prior to the Inventoried Roadless Area identification then they should be treated as system roads. It is obvious by visiting them that many are still important for stainable recreation opportunities. They should also not be included within Inventoried Roadless Areas and considered as such when evaluating new wilderness area designations.

The County also feels that the method used to identify the potential wilderness areas in Alternative C ~~and the Piper wilderness in Alternative B~~ seem somewhat disingenuous or manipulated. Through the Travel Management process many roads were closed, or labeled as unauthorized. Now the same areas are proposed as having wilderness characteristics. Many of these roads are still in use, mapped incorrectly, are clearly visible and should be reevaluated as they are providing recreation opportunities. The clear manipulation is further demonstrated by the need to cherry stem authorized roads deep into proposed wilderness areas. In some cases areas proposed are bisected from multiple directions evidencing the non-wilderness character of the area. The rugged and inaccessible nature of these areas provides a natural barrier to road proliferation and buffer to current wilderness. It would have seemed less subversive if wilderness areas had been identified without the use of the Inventoried Roadless Areas (IRA), as many of these roads have not been fully evaluated for resource restrictions.

Scenic Integrity

The County finds that the Forest Plan's scenic integrity objectives and a scenery management system to inventory, analyze, and monitor scenic resources on Forest Service land a sensible approach to protect the character and the public's expectation of the landscape. It also makes sense that the Forest has adopted an adaptive approach to scenic management that works in harmony with ecological factor goals, habitat restoration plans and projected recreation opportunities. The County prefers Alternative B and even more so Alternative D with regard to scenic integrity. The management approach adjusts scenery and recreation settings to be in line with restoration activities as well as adaptation of sites and infrastructure to meet the needs of changing demographics, budget constraints, and climate change. In the Draft Plan, streamlining and simplification are included in the standards and guidelines to allow for increasing the pace and scale of restoration projects designed to reduce the risks associated with large, high-intensity wildfires, drought, insect outbreaks, and climate change. The preference for Alternative D stems from how the scenery management system applies to the landscape. The scenery management system categories match with potential wilderness proposals; therefore, since Alternative D has less area managed for very high scenic value (in a more natural state) it is preferred by the County. Alternative C, conversely, has the greatest amount of area to be managed at the very high level, which would have more potential to impact multiple uses and the provision of the full range of recreation opportunity. Alternative C also includes plan direction to maintain and improve denser forests conditions, which incorporates more risk of some effects to scenic stability from large wildfires. This could impact the County's air quality through larger high intensity wildfire smoke.

Fire Management

The County is deeply concerned about fire management and smoke effects. Many of the large fires that burn in our neighboring forests and parks result in very poor air quality in Inyo County and primarily the Owens Valley where a majority of the County's population lives. The County prefers the fire management strategies provided for in Alternative D as it includes a more aggressive approach to fuel treatments, and provides for more strategic areas for the control and containment of wildfires. Alternative D also has fewer funding and resource limitations than the other alternatives. The projected size of fires and estimated smoke emissions is projected to increase throughout the alternatives due to the current conditions of the forests; however, this is less so in Alternative D. Fire does not discriminate based on use designations or habitat restrictions. All of the forests and their inhabitants, and all of the surrounding communities are negatively impacted by large wildfires; therefore, it seems sensible to the County to reduce fire risk to the highest degree possible and employ the most aggressive ~~firefighting~~ wildfire management methods. In addition, the County would like to see more use of grazing, controlled burning and the promotion of bio-fuel production in the fire management strategies. ~~Fire does not discriminate based on use designations or habitat restrictions. All of the forests and their inhabitants, and all of the surrounding communities are negatively impacted by large wildfires.~~

Adequacy of the Documents

With regard to the adequacy of the documents, the County has been reviewing and commenting on the Forest Plan Revision process since it started and has been consistent with the comments it has provided. One of the first of these comments was an opposition to combining all three Forest's into one EIS. It has been, and still is, the County's opinion that the Inyo National Forest has not been represented fully in the DEIS and the County's comments have been underrepresented due, in part, to

putting all three together. The Inyo is quite different than the Sierra and Sequoia Forests resulting in different issues that needed to be evaluated. For example, timber is used in the DEIS as the measure for evaluating the benefits to people. Timber has always been a very small fraction of the Inyo's operations and therefore its benefits to people are negligible. To add to this disconnect, the DEIS points out that the distance to accessible sawmills, particularly with regard to the Inyo, will continue to make commercial forest product opportunities limited. It may make sense to use timber in evaluating the benefits to people for the Sierra and Sequoia as they do have a far more extensive timber history and likely future. Other factors would have been better indicators for the Inyo, such as grazing, recreational use, or water. Benefits to people as it is currently evaluated do not appropriately apply to the Inyo and therefore, this evaluation in the DEIS is insufficient.

Cumulative Effects

There has been a significant amount of various Forest planning efforts in the recent past. The County does not believe the impacts from all of these plans, together with the Plan Revision, was adequately addressed, especially with regard to impact on the County's economy from losses to multiple use and certain recreation opportunity types. These include the Travel Management Plan, all the Endangered Species habitat plans, past wilderness designations, and past wilderness recommendations/study areas that are still being managed as wilderness.

Socio-economics

The County found the economics supplemental report prepared for the Plan Revision and DEIS to be a very well written and comprehensive document. The extent that the Forest staff included the County's comments, information and data is remarkable and greatly appreciated. The report provides an appraisal of the Forest's impacts on the local economies of the surrounding communities. For the Inyo, many of the factors expressed are very well aligned with what Inyo County experiences. These factors and much more of the report should have been better incorporated in the DEIS analysis especially with regard to the alternatives. For example, the report states: 'As of 2010, timber activity on the Inyo National Forest is minimal and timber sectors jobs in the counties bordering the Inyo National Forest made up very little of total private sector employment', and yet timber was used as the measure of the 'benefits to people'. The report also points out the importance of grazing to the local economy, but an evaluation of potential increases of available grazing allotments was not considered. Most striking though, was the lack of analysis in the DEIS with regard to increases in recreation opportunity. The supplemental report states that: In 2010 travel and tourism related industries comprised almost 50-percent of jobs in the counties bordering the Inyo National Forest. . . This statistic includes many types of recreation and not all of it is allowed in wilderness or other designated areas. An evaluation of losses to certain recreation types from wilderness, wild and scenic rivers, riparian conservation areas, and critical aquatic refuge designations, as well as habitat losses due to the species of conservation concern list, would have provided a far more complete range of impacts throughout the alternatives the Forests' have on the surrounding communities. One of the alternatives, perhaps D, could have also provided an analysis of how much and where additional recreation opportunities could be found on the Forests, outside of budget constraints, just in case additional funding can or will be found in the future. By not doing so, the DEIS did not provide a full range of alternatives and the Forest Plan does not adequately address growth demands.

Multiple Use

Along these same lines, the County has consistently commented on the importance of multiple-use on the Inyo and how the losses of historic multiple use opportunities could affect the local economy. The economic analysis also pointed out the importance of mining and especially cattle ranching to the local economy. It also shows the ability of these multiple use employment types to provide living wage jobs for the people in the County as opposed tourism related wages that are generally minimum wage jobs. Although the plan acknowledges the importance of continued multiple uses on the Forests, especially the Inyo, the Forests are not updating the Plan for geology and minerals or grazing and both are dealt with as incidental to fire management and habitat restoration. For example, there are requirements in the guidelines for complete inventories of the fens within active grazing areas prior to reissuance of grazing permits and provisions for restricting road improvements to existing mine claims. With the County's economic susceptibility to the actions of the federal land managers within the County, a more comprehensive treatment of potential multiple uses would have been more appropriate. The plan and DEIS should have included possible increases in mining activities as well as evaluations for finding additional areas for mining and especially grazing. Identifying new potential areas for grazing, similar to how the Forests looked for new potential areas for wilderness, would have allowed the plan and DEIS a much better range of alternatives, a more thorough evaluation of multiple uses and a more complete range of alternatives. It should have also evaluated known mineral resources in the Forests and to the extent possible, explored the possibility of future road improvements to known mineral resources.

Recreation

Recreation opportunity is also very important to the County's economic opportunity. Tourism is the County's number 1 economic driver, followed by agriculture – primarily cattle ranching. Again, there is a certain amount of disconnect between the perceived issues and the possible solutions. The DEIS states that the areas near the Forests will continue to grow in population over the Plan's timeframe and that this growth will cause more demand on the Forests for recreation opportunities. It also states that Hispanic/Latino and Asian Americans represent the groups that will have the greatest influence on outdoor recreation styles. These groups tend to prefer larger developed group sites with picnic tables, grills, trash cans, and flush toilets that support day long activities. The Forest's approaching the Plan under a mandate for sustainable budgets is understood and appreciated by the County. None of the alternatives address the possibility of finding new additional areas for the increased demand for developed group sites or other recreation opportunities based on the sustainable budget approach. However, the document also does not state that the demands for other types of recreation opportunities will decrease and only evaluates changing current developed sites to meet the needs for more group sites. Nowhere does the plan attempt to find ways to accommodate all of the users' desired recreation types without sacrificing one for the other. It is likely not possible to meet all of these needs based on very real budget constraints and a sustainable budget mandate, but since sustainable recreation and designated areas are one of the three main topics of the Plan, the Forests should have at least entertained the potential for additional new sites and prepared evaluations based on the possibility of more funding or partnerships for the addition of sites based on growth and use projections. For example, the abandoned CARMA site in the White Mountains area could be converted to a group campsite. The Forest may have also asked for some of the conversion work as site reclamation. Many other opportunities for expanding recreational amenities could have been evaluated, as evidenced by the County's previous input. As it is, the lack of analysis for additional recreation opportunities based on population growth and use projections has created a deficiency in

the range of alternatives and is leaving the Forest Plan blank on effective strategies to manage these growth demands.

The documents point out the changing demographics and changing desired recreation types with regard to growing numbers in ethnic populations, but do address the increases in the aging population that is occurring nationwide. A discussion on the aging baby boomer generation and its resulting numbers of people over 60 has not been addressed. This group as it continues to age will have different recreation needs and desires. The lack of analysis on this group and their needs and how these needs will impact Forest management leaves the DEIS without the full range of alternatives and the Forest Plan does not adequately address variations in growth demands

Partnerships

In the Partnership section as well as within the sustainable recreation and designated areas topic, the Forests could have explored the addition of new areas for developed and developed group sites by considering more economic partnerships. Concessionaires, potential lessees, and other private sector solutions for recreational development and/or management were not specifically considered in any of the alternatives. A more comprehensive evaluation would have provided for a more complete range of alternatives that could help to solve the budget limitations on the Forests' ability to provide: additional new recreation opportunities; create tangible benefits to people; and, support an expanded view of partnerships in the Plan. Along these same lines, the Forest could partner with other land managers in the area such as the National Park Service, Bureau of Land Management and the County to evaluate the most appropriate places for additional recreation sites and under which jurisdiction the additional sites would make the most sense. There could also be a funding partnership component to this as well in the form of shared resources. This sort of partnering could provide a more holistic approach to recreation planning inclusive of the entire area instead of jurisdiction by jurisdiction. The County suggests that the Inyo National Forest hire a partnership coordinator who could focus on developing and maintaining partnerships and coordinating volunteer groups.

Permitting Burdens

The County has been concerned about the burdens placed on people trying to obtain permits in the forests for multiple use activities. Currently processing permits for use activities on the Forest takes a considerable amount of time. This issue has affected the way film and advertisement producers do business in Inyo County. The Inyo County Film Commission has stated that these producers are segregating their business from the Forest and are using Bureau of Land Management lands instead because of the permitting burdens created by the Forests. The plan does not adequately address the permitting issue and as evidenced by adding more requirements, such as for grazing lessees to evaluate every fen in an allotment prior to having a permit granted, actually increases permitting burdens. As part of the economic analysis, the issue of permit streamlining should have been evaluated as a factor in determining the effects of forest contributions and the potential losses due to them based or permitting red tape to local economies and to the subsequent benefits to people. The Forest should had a section to the Plan that addresses activities on the Forest that require a permit and create a vision and goals for permit streamlining then develop management strategies to meet these goals.

Mitigation
One of the County's priorities is with regard to how mitigation will be provided for. For example: if a species will be impacted by a specific action taken in the Forest, where will the mitigation occur? The County has recommended to the Forest Service that mitigation should occur on already disturbed Forest land to accommodate habitat restoration. This concept could also include allowing for the rehabilitation of disturbed Forest land in one area, as mitigation for a multiple use opportunity on another. The County also suggested the idea of a land mitigation bank where the Forest could identify disturbed areas within the Forests that could be used by other entities for habitat restoration. This could result in a mutually beneficial partnership with neighboring communities in that the communities would not have to lose private land to mitigation projects and the Forests could get much needed restoration work done. Neither the Plan Revision nor the DEIS address this concept as suggested by the County.

Local Culture
Maintaining the County's culture is extremely important to the County and was on the priority list. The plan discussed this, but the EIS' cultural discussion is limited to indigenous peoples. The cultural landscape includes much more. Inyo County's Euro-American, cultural, history has deep ties to the Forest including cattle and sheep grazing, mineral extraction, fishing, hunting, outdoor recreation and water export. Historic structures and landscapes, including working landscapes, are important to the people of Inyo County. The DEIS does not evaluate the impacts to the local culture as limits to these historic multiple uses become more and more limited. The DEIS is incomplete based on the deficiency of the evaluations of impacts to local culture.

Public Service and Infrastructure
Public services and infrastructure are not adequately evaluated as the County requested. The plan does consider forest infrastructure and fire protection for utility lines that run through the Forests, but does not consider or analyze infrastructure and services needs/support from the surrounding communities. ~~Thiswould allow for equipment and machinery to get through and be able to maneuver to conduct maintenance and repair. These factors are important to the County as losses to, or the use of, County infrastructure and services can place an unplanned for burden on the County and other bordering jurisdictions.~~
The County would also like to see the Forests adopt a policy for a 200-ft buffer around all roads. This would allow for road maintenance and the ability to reroute roads in the case of washouts or if there are environmentally sensitive areas that should be avoided. In any case, being able to move the road 200ft. in either direction help to stop the creation of illegal roads from people driving around obstructions and would help to keep vehicles further from sensitive areas.

Impacts from Climate Change
The Plan speaks to the potential of more downstream flooding based on earlier and faster snow melts and more precipitation falling as rain instead of snow due to climate change. These factors could impact local communities by increasing the possibility of flooding and mudslides. If the Forest believes this will be a real threat in the future, the impacts to the local communities should have been analyzed and mitigations and management strategies identified.

Other Jurisdictions' Plans

The County's General Plan and priorities, and other jurisdictions' planning documents were not reviewed by the Forests as part of the required NEPA evaluation. The analysis of these plans and policies was not included in the DEIS. Staff was provided a table with the County's and other local jurisdictions' goals and priorities and the Forest's responses. The treatment of these local plans and priorities was to list them and provide responses that effectively stated they were addressed, mostly in other plans and Forest management manuals. For example, the County has several policies regarding potential land exchanges. The table provided by the Forest Service repeats for each of these that land exchange has been incorporated from the 1988 Land and Resource Management Plans. The County feels that this is another missed opportunity for a partnership where the Forest and the County could work together to identify and manage areas with land exchange potential. The Plan only addresses private inholdings for land exchange and only if the activities projected for the areas of exchange promote the roles, contributions and sense of the place of their current status. The County's Economic Development Element provides numerous policies that call for collaboration with the State and Federal land managers that operate in the County to acknowledge the influence their plans and policies have on the County, especially with regard to socio-economics and encourage working together to so that this influence is positive. The Forest responded to these policies by referring to the Plan's Sustainable Recreation components. These do, to a certain degree, address the County's policies, but should be expanded on, especially with regard to providing the full range of recreation opportunities and how this can influence the County's economy and culture. The County's Agriculture polices includes supporting the continued use and expansion of public lands for agriculture. The response to this policy is to state that the Forest Plan allows for the continuation of multiple uses including livestock operations, but the Draft Plan and DEIS do not evaluate for any expansion of these multiple uses.

The lack of inclusion of local plans and policies is somewhat disappointing as the Counties that provided these lists to the Forests did so with the expectation that they would somehow be integrated or recognized in the Forest Plans. Understandably, the Forest's cannot make every local jurisdictions' plans and policies part of the Forest Plans, it would, however, have been more genuine if the Forests had at least found certain policy elements that the jurisdictions had in common and used them to either limit or increase/add certain activities or recognize these goals and policies as important in the Forest Plans. By doing so, the Forest Plans would have been better aligned with their neighbors.

The Inyo County Board of Supervisors would again like to thank Forest Service staff for the cooperative way in which they have worked with the County during the Forest Plan revision process and commend you on your public outreach efforts that have extended to participating in Board of Supervisors' workshops. We respectfully submit these comments on the Inyo National Forest Plan Revision and accompanying Draft Environment Impact Statement for your consideration. If you have any questions regarding these comments, please contact the County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or kcarunchio@inyocounty.us.

Sincerely,

Jeff Griffiths - Chairperson, Inyo County Board of Supervisors

cc:
Sierra National Forest
Sequoia National Forest
Senator Diane Feinstein
Senator Barbara Boxer
Congressman Paul Cook
Rural County Representatives of California
California State Association of Counties
National Association of Counties
Inyo County Administrative Officer
Inyo County, County Counsel
Inyo County Planning Director

Attachments:

A. List of County Priorities
B. South Sierra Wilderness proposed boundary adjustment
C. Piper Wilderness proposed boundary adjustment
D. Deep Springs North proposed addition to Alternative B
E. Specific Comments

Attachment A
Inyo County Priorities

Access – a sustainable road system should be implemented to enhance and accommodate vehicular use, packing, hunting, hiking, and other recreational opportunities, as well as mining and other uses of the Forest. Mitigation opportunities for potential environmental impacts resulting from increased access should be identified and implemented.

- Roads and trails should be protected and expanded to provide access for recreation and exploration for natural resources and other uses of the Forest, including grazing, mining, and the activities of native peoples (such as gathering).
- Roadless Areas should be identified for removal or evaluation if they are not roadless.
- Conflicts between biological resources and human access should be identified and planned for.

Vibrant Economy – the Plan should contribute substantially to the local economy due to the impact of the Forest on the County's culture and fiscal health, and should not result in significant socioeconomic impacts.

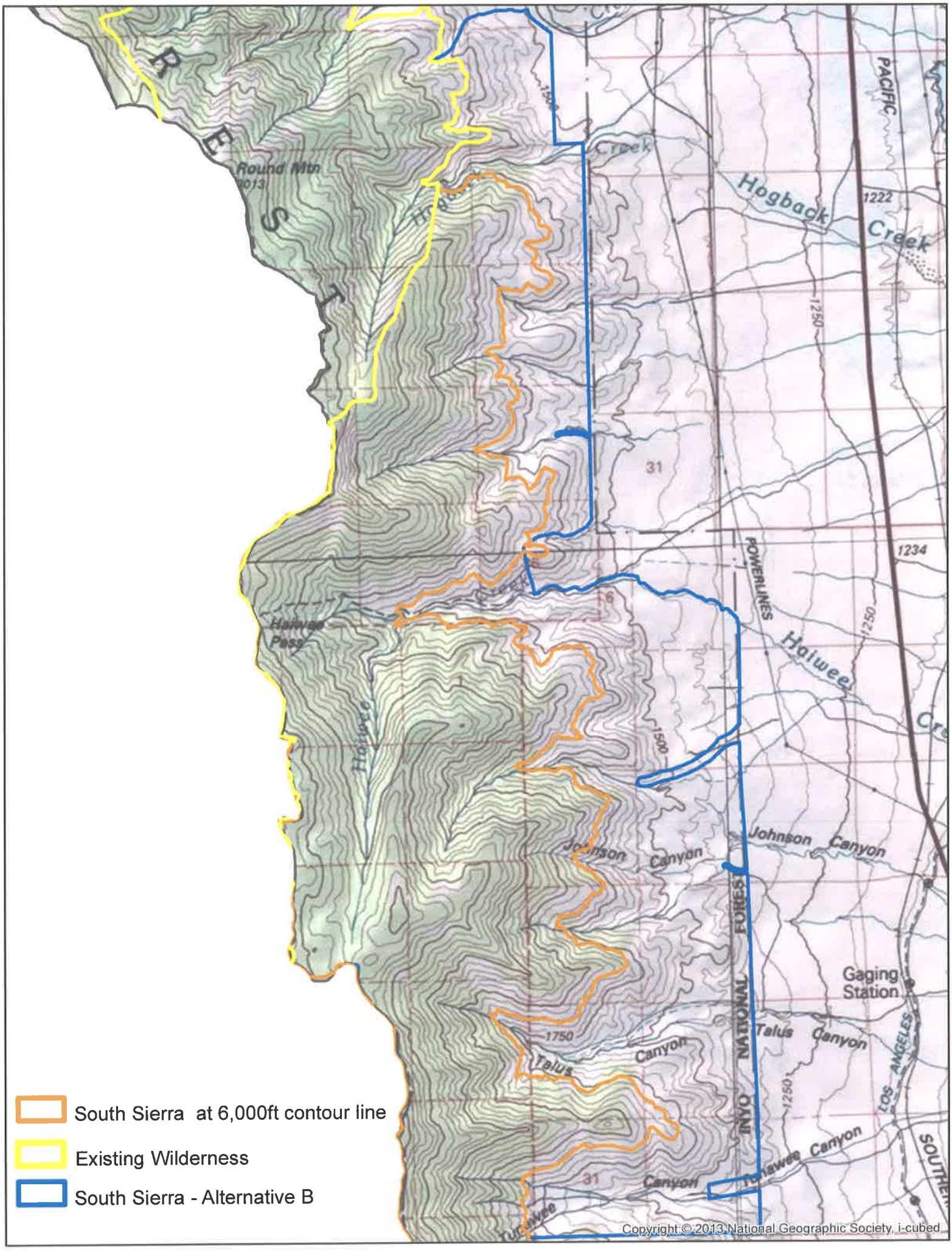
- Grazing, Mining, Recreation, and other Multiple Uses – the Plan should support and encourage consumptive and sustainable uses of the Forest to contribute to the County's economy and culture.
- Roads and trails should be protected and expanded to provide access for recreation and exploration for natural resources. This type of recreation is an important economic driver for the County.
- Use permits should be facilitated and streamlined for timely issuance and evaluated based upon scientific criteria.

Mitigation Bank – rather than acquire land for mitigation of environmental impacts, the Plan should promote restoration of degraded public lands to accommodate mitigation of human development elsewhere in the County.

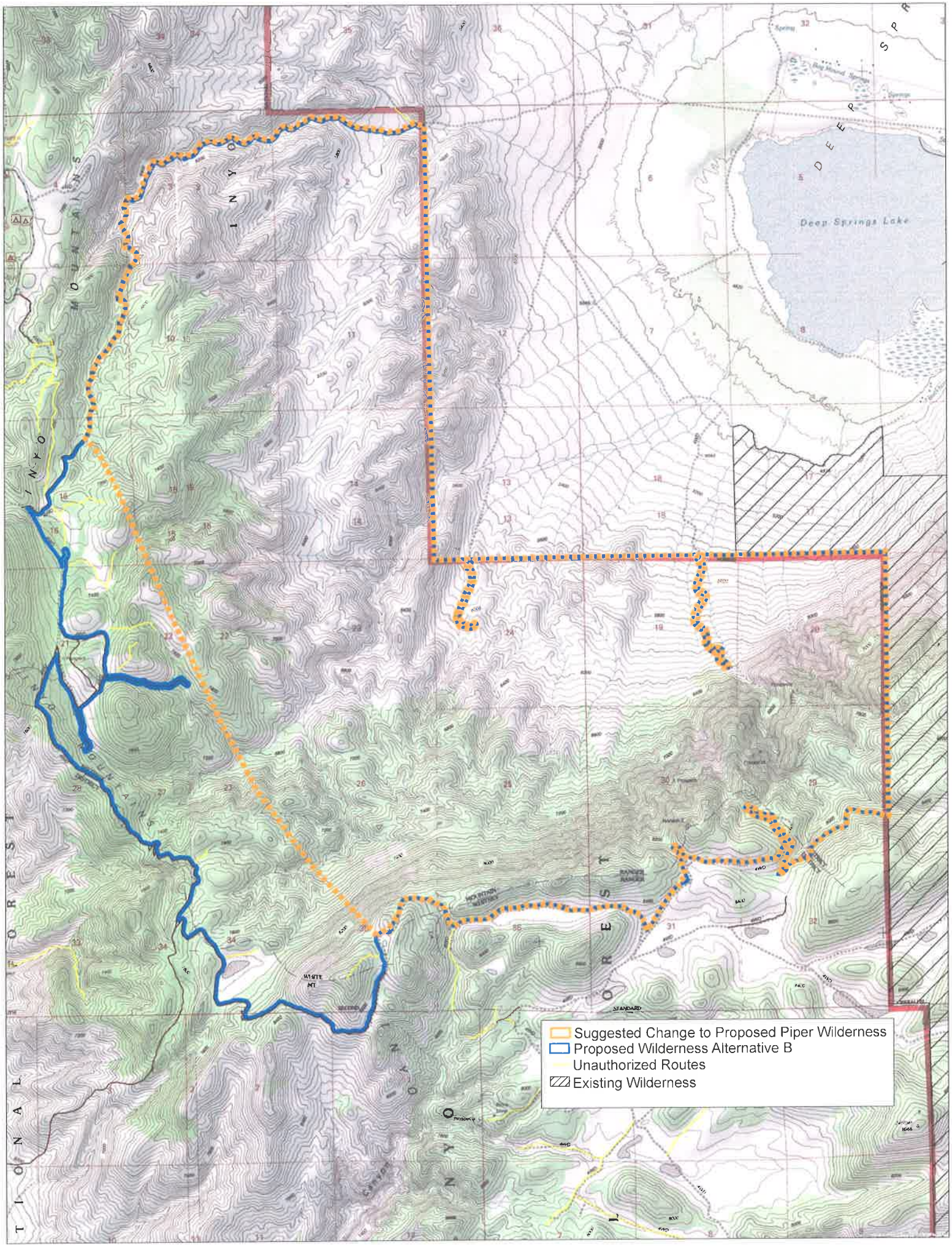
Local Culture – the Plan should support and enhance the culture of local communities to the extent social and cultural issues revolve around the forest.

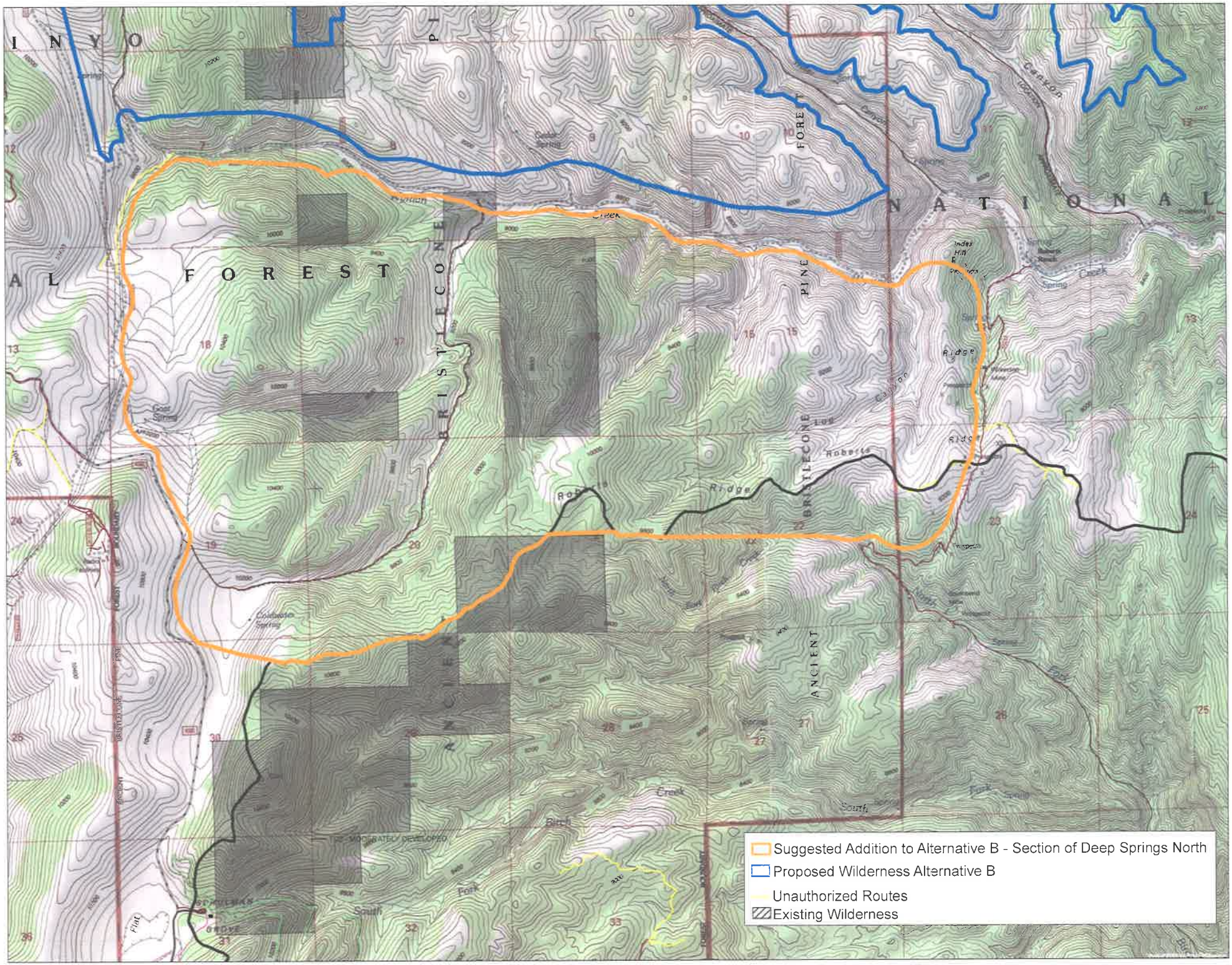
- Public Safety – access and accommodation for public safety purposes should be of paramount concern in the Plan, including for law enforcement (such as eradicating illegal drug production), fire management and suppression, and search and rescue.
- Provide access to the Forest for gathering activities, prospecting, sightseeing, exploration, and camping.
- Provide a continuing voice to the people living around the forest through their local government representatives.
- Increase use of partnering with local communities, agencies, and non-profits.

Attachments B-D



Round Mtn
Hogback Creek
Haiwee Pass
Haiwee
Johnson Canyon
Talus Canyon
Tunawee Canyon
Gaging Station
POWERLINES
INYO NATIONAL FOREST
PACIFIC
LOS ANGELES
1222
1234
1250
1500
1750
31
South Sierra at 6,000ft contour line
Existing Wilderness
South Sierra - Alternative B
Copyright © 2013 National Geographic Society, i-cubed


Deep Springs Lake
Suggested Change to Proposed Piper Wilderness
Proposed Wilderness Alternative B
Unauthorized Routes
Existing Wilderness


I N Y O
A L F O R E S T
N A T I O N A L
BRISTLECONE
PINE
ANCIENT
Suggested Addition to Alternative B - Section of Deep Springs North
Proposed Wilderness Alternative B
Unauthorized Routes
Existing Wilderness

Attachment E
Inyo County Specific Comments

The following are specific comments to the Draft Plan and EIS referenced by page number.

Draft Plan

p. 34 – desired conditions to control and eradicate invasive aquatic species should recognize the importance of introduced trout to local communities and be flexible to accommodate new fisheries.

p. 35 – desired conditions for wildfire should include efforts to minimize smoke impacts to downwind communities.

p. 36 – desired conditions for Volunteers, Interpretation, Partnerships, and Stewardship should include private sector partnering.

p. 37 – desired conditions for Range should support appropriate enhanced opportunities for grazing.

p. 38 – the niche Recreation Statement should reference local historical/cultural resources and working landscapes.

p. 39 – Desired Condition No. 10 should work to minimize impacts.

p. 40 – desired conditions for Scenery should reference local historical/cultural resources and working landscapes.

pp. 42-43 – desired conditions for Geology and Minerals should better reflect local cultural importance and benefits to local communities.

pp. 43-44 – desired conditions for Infrastructure should address local infrastructure and public services.

p. 44 – Desired Condition No. 1 (Lands) should address coordination with local governments.

p. 50 – Guideline No. 04 (All Designated Wilderness) should allow flexibility in Wilderness that is not impacted by overuse.

p. 50 – Suitability No. 10 (All Designated Wilderness) should allow flexibility for minimal gathering of forest products (e.g. pine nuts).

pp. 54-55 – desired conditions, standards, suitability, and goals for Recommended Wilderness should manage such areas as if they were not Wilderness.

pp. 55-57 – access for maintenance and other existing uses should be provided and maintained for Wild and Scenic Rivers, including Recommended Wild and Scenic Rivers.

p. 64 – delete potential management approach for Critical Aquatic Refuges.

p. 67 – Guideline No. 3 (Pacific Crest Trail) should provide flexibility for new minor commercial events in unimpacted areas.

p. 69 – the narrative under Bishop-to-Convict Creek Place should acknowledge the area's long mining history and encourage maintaining and enhancing mining opportunities.

p. 69 – desired conditions for Bishop-to-Convict Creek Place should encourage traditional uses of inholdings and recreation residents.

p. 70 – the narrative under Coyote Place should acknowledge the area's long mining history and encourage maintaining and enhancing mining opportunities.

p. 71 – the narrative for Golden Trout-South Sierra Place should acknowledge the varying character throughout the Place (e.g., roaded developed areas along the escarpment vs. wilderness areas along the Kern River forks).

p. 76 – the narrative under Owens Valley Escarpment Place should acknowledge the area's long mining and recreation history and encourage maintaining and enhancing mining and recreation (including off-highway vehicle) opportunities.

p. 77 – the desired conditions for the trail system for the Owens Valley Escarpment Place should recognize that the character varies widely and includes developed and semi-primitive areas.

p. 81 – Suitability Nos. 3 and 4 for the Ancient Bristlecone Pine Forest (National Protection Area) should be qualified to allow new recreation and dispersed recreation on a limited basis.

p. 86 – Plan Objective No. 1 for Forestwide Watershed Conditions should define Priority Watersheds.

pp. 86-87 – Plan Objectives should be described for Local Communities and Volunteers, Interpretation, Partnerships, and Stewardship, such as engaging local communities and encouraging private sector investment.

p. 87 – Plan Objectives for Forestwide Sustainable Recreation should identify means to expand developed and dispersed recreation opportunities, including through partnerships. An example would be to develop one new campground every five years.

pp. 89-90 – goals for Local Communities should include aligning Forest plans, policies, and projects with local planning to the degree possible.

p. 91 – goals for Sustainable Recreation should encourage enhancing and expanding recreational places and access.

pp. 92-95 – potential management approaches should include local communities, including working with local government to align Forest plans, policies, and projects with local planning to the degree possible.

p. 99 – Forestwide Timber Design Standard No. 03 should incorporate flexibility for limited commercial pine nut collection.

p. 100 – Forestwide Geology and Mineral Design Standard No. 02 should be deleted, and design standards should be included to encourage appropriate mineral extraction.

p. 107 – Forestwide guidelines for Sustainable Recreation should incorporate enhancing existing recreation and creating new opportunities.

p. 107 – Forestwide guidelines for Geology and Minerals should encourage appropriate mineral extraction.

p. 109 – guidelines for Lands should incorporate the concept of willing sellers and working to conform to local polices regarding land exchanges.

p. 120 – monitoring should include consultation with local governments and organizations regarding Visitor Satisfaction.

pp. 124-125 – monitoring should include consultation with local governments and organizations regarding Social, Cultural, and Economic Sustainability.

pp. 143-144 – possible actions for Sustainable Recreation should better incorporate engaging the private sector.

p. 145 – possible actions for Geology and Minerals should encourage appropriate mineral extraction.

p. 145 – possible actions for Infrastructure should work to maintain and enhance local facilities and public services. The second two bullets should be deleted.

p. 145 – possible actions for Lands should work to provide adequate infrastructure for adjacent private lands and align Forest plans, policies, and projects with local planning to the degree possible.

pp. 147-152 – Appendix C should better incorporate public/private partnerships, concessions, private sector investment, and other market-oriented strategies.

Draft Environmental Impact Statement

p. 10 – engagement with cooperating agencies should be described.

pp. 13-54 – in general, refer to cover letter regarding Chapter 2 (the alternatives).

pp. 46-54 – describe the methodology to develop the tables.

p. 51 – clarify why Alternative C would not have any stewardship opportunities.

pp. 96-116 – the Fire Management and Wildfire Risk Management analyses should include the varying effects of the alternatives' relevant characteristics (e.g., CARs, Wilderness, etc.) and the effects common to all action alternatives (e.g., RCAs, SCC, Wild and Scenic Rivers, etc.).

p. 110 – the cumulative analysis should more comprehensively address wildfire regionally, particularly in light of the current tree mortality crisis in the Sierra Nevada.

pp. 126-128 – the discussion should analyze the greater potential for short-term air quality impacts under Alternative C.

p. 132 – Table 30 inconsistently analyzes short-term smoke impacts under Alternative C.

pp. 478-485 - the Sustainable Recreation and Scenery Resources analyses should include the varying effects of the alternatives' relevant characteristics (e.g., CARs, Wilderness, etc.) and the effects common to all action alternatives (e.g., RCAs, SCC, Wild and Scenic Rivers, etc.).

p. 484 – Alternative C would result in less mechanical treatment than the other alternatives, and has the potential for greater short-term impacts to scenic stability due to its de-emphasis on fire management.

p. 458 – cumulative impacts to access, ROS, and partnerships should be evaluated. Other projects that should be considered in the analysis include past Wilderness designations, species listings (e.g. Sierran amphibians, Sage Grouse, etc.), grazing curtailment, and packing displacement.

p. 499 – in Table 110, Alternative D would have the greatest motorized ROS.

pp. 506-511 – the Heritage Resources analyses should address local society and culture, including historical resources important to the citizens of Inyo County (e.g., mines, grazing, and recreational opportunities). The analyses should also include the varying effects of the alternatives' relevant characteristics (e.g., CARs, Wilderness, etc.) and the effects common to all action alternatives (e.g., RCAs, SCC, Wild and Scenic Rivers, etc.).

p. 509 – new Wilderness under Alternative B will reduce access to cultural resources.

pp. 509-510 – new Wilderness under Alternative C will reduce access to cultural resources and result in greater potential short-term damage from wildfire.

p. 582 – the Plan does address mining and grazing, and could impact those resources, and therefore the EIS should evaluate them in detail.

pp. 585-597 – the analyses should also include the varying effects of the alternatives' relevant characteristics (e.g., CARs, Wilderness, etc.) and the effects common to all action alternatives (e.g., RCAs, SCC, Wild and Scenic Rivers, etc.). The effects of the Plan and alternatives in relation to the aging population should also be addressed.

p. 586 – Alternative D should provide greater income from recreational resources. The alternatives should explore enhancing and expanding recreational resources.

p. 615 – Alternative C would restrict access the most.

p. 620 – Other projects that should be considered in the cumulative impact analysis include past Wilderness designations, species listings (e.g. Sierran amphibians, Sage Grouse, etc.), grazing curtailment, and packing displacement.

Exhibit II – Request for Comment Period Extension

BOARD OF SUPERVISORS
COUNTY OF INYO

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

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RICK PUCCI
MARK TILLEMANS
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KEVIN D. CARUNCHIO
Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

August 16, 2016

Randy Moore
Pacific Southwest Region
1323 Club Dr.
Vallejo, CA 94592

SUBJECT: Request for a 45-day extension on the comment period for the Inyo, Sequoia and Sierra Plan Revisions and Draft Environmental Impact Statements.

Dear Mr. Moore:

The Inyo County Board of Supervisors would first like to convey our gratitude for the efforts that Supervisor Ed Armenta and the Inyo National Forest (INF) staff has made to coordinate with Inyo County staff throughout the plan revision process. As a cooperating agency in the Forest Plan revision, the Board of Supervisors commends the INF staff's professionalism and their acknowledgement of Inyo County's concerns during these planning efforts.

On behalf of the Board of Supervisors, I am writing to thank the Forest Service for the opportunity to comment on the Forest Plan Revisions and DEIS drafts. It is, however, a bit daunting to review the documents due to the size and complexity of them; therefore, we are requesting a 45-day time extension for the review of these documents.

As our staff has analyzed these documents, the Board of Supervisors has been holding public workshops to gage the concerns of our constituents. We have been hearing from them that they too feel like they need more time to review the documents so that they can provide meaningful comments. More time should be given to us and our constituents as these documents require specialized review on the scientific and socio-economic issues. We also feel that even though the INF is within the County's boundary, the management strategies adopted by the Sequoia and Sierra Forests affect Inyo County and we need time to review their plans in detail as well. This is particularly relevant in Fire Management strategies as the smoke generated from wildfires in these forests inevitably makes its way to Inyo County.

The Inyo County Board of Supervisors would again like to acknowledge the INF staff for the cooperative way in which they have worked with the County during the Forest Plan revision process and commend the Forest Service on your public outreach efforts. We respectfully submit this request for a 45-day extension of the comment period for the Forest Plan Revisions and accompanying DEISs. If you have any questions regarding these comments, please contact the County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or kcarunchio@inyocounty.us.

Sincerely,

Jeff Griffiths - Chairperson, Inyo County Board of Supervisors

cc:
Inyo National Forest
Sierra National Forest
Sequoia National Forest
Senator Diane Feinstein
Senator Barbara Boxer
Congressman Paul Cook
Rural County Representatives of California
California State Association of Counties
National Association of Counties
Inyo County Administrative Officer
Inyo County, County Counsel
Inyo County Planning Director

Exhibit III – Comment Letters to the Sequoia and Sierra National Forests

BOARD OF SUPERVISORS
COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373 • FAX (760) 878-2241
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Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

August 16, 2016

Dean Gould, Forest Supervisor
Sierra National Forest
1600 Tollhouse Road
Clovis, CA 93611.

SUBJECT: Comments on the Sequoia and Sierra National Forest Plan Revisions and Draft Environmental Impact Statements (DEIS).

Dear Mr. Gould:

The Inyo County Board of Supervisors would first like to acknowledge the effort that the three early adopter forests have made in preparing these complex documents. We understand that this was a monumental planning endeavor and congratulate the three Forests for their role as some of the first Forests to plan under the new rule.

On behalf of the Board of Supervisors, I am writing you to convey some concerns Inyo County has about potential impacts your Forest Plans could have on Inyo County. We feel that even though the Inyo National Forest is within the County's boundary, the management strategies adopted by the Sequoia and Sierra Forests affect our County as well. This is particularly relevant in fire management strategies as the smoke generated from wildfires in these forests inevitably makes its way to Inyo County. Due to this reality we respectfully submit these comments.

The County is deeply concerned about fire management, suppression, and smoke effects. Many of the large fires that burn in our neighboring forests and parks result in very poor air quality in Inyo County and primarily the Owens Valley where a majority of the County's population lives. The County prefers the fire management provided for in Alternative D as it includes a more aggressive approach to fuel treatments, and provides for more strategic areas for the control and containment of wildfires. Alternative D also has fewer funding and resource limitations than the other alternatives. The projected size of fires and estimated smoke emissions is projected to increase throughout the alternatives due to the current conditions of the forests; however, this is less so in Alternative D. Fire

does not discriminate based on use designations or habitat restrictions. All of the forests and their inhabitants, and all of the surrounding communities are negatively impacted by large wildfires; therefore, it seems sensible to the County to reduce fire risk to the highest degree possible and employ the most aggressive wildfire management methods. In addition, the County would like to see more use of grazing, controlled burning and the promotion of bio-fuel production in the fire management strategies.

The Inyo County Board of Supervisors would again like to congratulate the three early adopter Forests on their efforts in developing the Forest Plan Revisions and DEISs. If you have any questions regarding these comments, please contact the County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or kcarunchio@inyocounty.us.

Sincerely,

Jeff Griffiths - Chairperson, Inyo County Board of Supervisors

cc:
Senator Diane Feinstein
Senator Barbara Boxer
Congressman Paul Cook
Rural County Representatives of California
California State Association of Counties
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Inyo County Administrative Officer
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Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

August 16, 2016

Kevin Elliot, Forest Supervisor
Sequoia National Forest
1839 South Newcomb Street
Porterville, CA 93257

SUBJECT: Comments on the Sequoia and Sierra National Forest Plan Revisions and Draft Environmental Impact Statements (DEIS).

Dear Mr. Elliot:

The Inyo County Board of Supervisors would first like to acknowledge the effort that the three early adopter forests have made in preparing these complex documents. We understand that this was a monumental planning endeavor and congratulate the three Forests for their role as some of the first Forests to plan under the new rule.

On behalf of the Board of Supervisors, I am writing you to convey some concerns Inyo County has about potential impacts your Forest Plans could have on Inyo County. We feel that even though the Inyo National Forest is within the County's boundary, the management strategies adopted by the Sequoia and Sierra Forests affect our County as well. This is particularly relevant in fire management strategies as the smoke generated from wildfires in these forests inevitably makes its way to Inyo County. Due to this reality we respectfully submit these comments.

The County is deeply concerned about fire management, suppression, and smoke effects. Many of the large fires that burn in our neighboring forests and parks result in very poor air quality in Inyo County and primarily the Owens Valley where a majority of the County's population lives. The County prefers the fire management provided for in Alternative D as it includes a more aggressive approach to fuel treatments, and provides for more strategic areas for the control and containment of wildfires. Alternative D also has fewer funding and resource limitations than the other alternatives. The projected size of fires and estimated smoke emissions is projected to increase throughout the alternatives due to the current conditions of the forests; however, this is less so in Alternative D. Fire does not discriminate based on use designations or habitat restrictions. All of the forests and their

inhabitants, and all of the surrounding communities are negatively impacted by large wildfires; therefore, it seems sensible to the County to reduce fire risk to the highest degree possible and employ the most aggressive wildfire management methods. In addition, the County would like to see more use of grazing, controlled burning and the promotion of bio-fuel production in the fire management strategies.

The Inyo County Board of Supervisors would again like to congratulate the three early adopter Forests on their efforts in developing the Forest Plan Revisions and DEISs. If you have any questions regarding these comments, please contact the County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or kcarunchio@inyocounty.us.

Sincerely,

Jeff Griffiths - Chairperson, Inyo County Board of Supervisors

cc:
Senator Diane Feinstein
Senator Barbara Boxer
Congressman Paul Cook
Rural County Representatives of California
California State Association of Counties
National Association of Counties
Inyo County Administrative Officer
Inyo County, County Counsel
Inyo County Planning Director

Letter(s) Submitted

by Public for the Board of Supervisors

Darla J. Heil
2272 Longview Drive
Bishop CA 93514

August 10, 2016

Planning Team Leader
Forest Plan Revision
1839 South Newcomb Street
Porterville, CA 93257

RE: Comments on the Draft Forest Management Plan for the Inyo National Forest

Dear Planning Team Leader,

Thank you for the opportunity to comment on the Draft Forest Management Plan for the Inyo National Forest. I have lived and worked in the Eastern Sierra since 1988 and in the Bishop area specifically since 2000. I enjoy hiking, backpacking, skiing and climbing, and am grateful to live in close proximity to places where I can pursue these activities. I very much appreciate the beauty, wildness and peacefulness of this region. These qualities have become increasingly rare in our populous state, and they attract numerous visitors seeking refuge from the noise, traffic and congestion of urban life. I believe that this area's economy benefits greatly from the visitors that come here to enjoy these attributes.

In formulating the Draft Plan and DEIS alternatives, staff has done an excellent job of balancing the many competing interests. I support the Preferred Alternative (Alternative B), but urge you to strengthen the Plan by providing additional wilderness and stronger protection for wildland ecosystems. To that end, please:

- specify how our remaining roadless areas will be managed to protect their wild, non-motorized character;
- provide specific measures to protect at-risk fish, wildlife and native plant species;

- recommend wilderness designation/protection for: Deadman Canyon; Deep Springs North; Piper Mountain Addition 1; Piper Mountain Addition 2; Soldier Canyon; Inyo Mountain Wilderness Addition; South Sierra Addition East 1; White Mountain Additions East and West; Dexter Canyon; Excelsior; Glass Mountain; and the Ansel Adams Addition; and
- add the following streams to the list of waters worthy of protection: Dexter Canyon and Wet Canyons, S. Fork Birch Creek, O'Harrel Canyon Creek and the lower reaches of restored Mono Lake tributaries Rush, Parker and Walker.

Again, I am pleased that the Draft Plan contains a number of important protections for wildlife and wild places. However, I support a stronger plan that will provide additional wilderness and wild rivers and more fully protect fish, wildlife and plants.

Thank you,

Darla J. Heil

cc: Inyo County Board of Supervisors

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
38

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing
☒ Scheduled Time for 1:30 pm ☐ Closed Session ☐ Informational

FROM: HEALTH & HUMAN SERVICES & PROBATION

FOR THE BOARD MEETING OF: August 16, 2016

SUBJECT: Juvenile Services Transition Plan Implementation

DEPARTMENTAL RECOMMENDATION:

Request your Board review Agreements for providing out-of-county bed space for juvenile offenders; the draft notice to the State of the County's intent to convert the full-time Juvenile Hall to a Special Purpose Facility (aka a weekend-only juvenile hall); the Memorandum of Understanding for continued operation of the Juvenile Court School (aka the Keith Bright School); and, the updated *Area Resource Center Plan For Serving Children, Juveniles and Their Families*; and, if deemed acceptable to your Board:

1. Approve the individual Agreements between Inyo County and Tulare, Kern, El Dorado and Nevada counties for bed space for out-of-county placements of detained/committed Inyo County youth, and authorize the Chairperson to sign contingent on all appropriate signatures being obtained;

2. Direct the Chief Probation Officer to provide notification to the Board of State Community Corrections (BSCC) of Inyo County's decision to convert the full-time Inyo County Juvenile Center facility to a Special Purpose (e.g., Weekend-Only) facility effective on a date to be determined by your Board;

3. Approve the Memorandum of Understanding Between the County of Inyo, Inyo County Board of Education, Inyo County Superintendent of Schools, and Bishop Unified School District Regarding The Provision of Juvenile Services And The Operation of A Court School, and authorize the Chairperson, Chief Probation Officer and Health and Human Services Director to sign contingent on all required signatures being obtained; and,

4. Approve the updated proposed Area Resource Center Plan For Serving Children, Juveniles and Their Families.

CAO RECOMMENDATION:

If your Board accepts and takes positive action on the departmental recommendations, I recommend that your Board also:

5. Direct that mid-week intakes of detained youth (e.g., 72-hour holds) who are deemed to be low-level offenders and who do not pose a community safety risk are to be accomplished first through local Foster/Relative Homes and then at out-of-county facilities; and, the Inyo County Juvenile Center not be used for mid-week intakes or 72-hour holds.

This recommendation is based, in part, on *preliminary* cost estimates, associated with certain assumptions regarding the number of possible mid-week intakes (e.g., 72-hour holds) the County may have to provide for in the absence of the Inyo County Juvenile Center beginning to operate as a weekend-only facility.

If the County's provision of juvenile services is reconfigured as is being considered, I will be recommending a new Probation department budget, the Out-Of-County Juvenile Hall budget unit, be approved as part of the Fiscal Year 2016-2017 County Budget. This new budget is recommended to reserve funding for, and track costs associated with detaining youth in out-of-county placements, including daily bed costs and transportation costs. To develop the proposed budget, we have relied on historical intake data provided by the Probation department, and made certain assumptions. With regard to the number and duration of mid-week (e.g., Monday through Thursday) intakes, the proposed budget relies on the following assumptions:

- There will be 35 mid-week intakes (72-hour holds) during the year;
- 15 of these mid-week intakes will require a 2-day detention before the youth's court detention hearing; and,
- The remaining 20 mid-week intakes are assumed to require a full 3-day (72-hour holds) detention before the court detention hearing.

During his April report to your Board, the Chief Probation Officer noted that the County's requirement to provide 72-hour holds for juveniles detained prior to their court detention hearing could be met by using a "stand-by" and "call-out" scheme to use the Inyo County Juvenile Hall, or by transporting youth to and from out-of-county detention facilities. The latter alternative was deemed slightly less expensive than using the Inyo County Juvenile Hall for meeting the requirement that the County provide 72-hour holds for detained youth.

Based on the assumptions cited above, the cost of providing for 35 mid-week holds at the Inyo County Juvenile Center, which would require paying call-out pay to two (2) group counselors for a 12-hour shift at a cost of $1,599 per day would be $143,910, in addition to stand-by cost.

Comparatively, the cost of transporting 35 mid-week intakes to an out-of-county detention facility, and then back for the youth's dispositional hearing, and paying for the same two or three nights of bed space would be $77,806. This is based on one group counselor transporting the youth; the cost of the highest priced per day bed cost for out-of-county placement, and one of the greatest travel distances/times.

One way to minimize 72-hour hold costs is to encourage the use of Foster Homes as alternatives to providing 72-hour holds in detention facilities for youth who are deemed to be low-level offenders and who do not pose a community safety risk. Recently, two Foster Families have agreed to accept 72-hour holds if they receive the requisite support from Probation staff. The best way to facilitate use of these lower cost alternatives for 72-hour holds – using Foster Families and then out-of-county detention – is to bar the use the Inyo County Juvenile Center for mid-week pre-dispositional intakes.

Overall, the recommended new Out-Of-County Juvenile Hall budget is expected to be approximately $563,872. Hopefully, some of this will be placeholder funding and not be used, but it needs to be budgeted all the same. In addition, the anticipated recommended Juvenile Institutions budget could be $1,733,501. Combined, these two budgets would represent a $149,231 increase from the Fiscal Year 2015-2016 Board Approved Budget for Juvenile Institutions (<u>not</u> including the $140,000 requested by the Inyo County Superintendent of Schools for the "Inyo County Superintendent of Schools' After School Programs").

SUMMARY DISCUSSION:

If your Board accepts and approves the recommended actions, the enhancements to, and redesign of Inyo County's juvenile services – that have been the subject of presentations to, and discussions with your Board on November 24, 2015; February 23, 2016; April 5, 2016; and, June 7, 2016 – will be implemented.

Background

On November 24, 2015, staff conducted a workshop with your Board entitled "Juvenile Justice in Inyo County: Status and Opportunities." The workshop identified that the number of youth detained in the Inyo County Juvenile Center had declined in recent years, and the current average daily population of the Juvenile Hall was less than four (4). The decline in use of the Inyo Juvenile Center mirrors state and national trends, and is due, in part, to the Probation department's use of effective needs assessments and evidence based programs. The Juvenile Hall is funded through the County General Fund, and in Fiscal Year 2015-2016 the County's Juvenile Institutions budget was $2,148,142.

Based on this workshop, on February 23, 2016, your Board considered and approved a Juvenile Services Transition Plan which included:

1. Directing the Probation department to:

    a. research out-of-county placement contracts for the County's foreseeable juvenile detention needs;

    b. prepare a report describing the requirements and steps necessary to operate the Juvenile Hall as a Special Purpose Facility (aka a "weekend-only" facility); and,

    c. prepare a report describing options for providing 72-hour detention placement

2. Directing the Chief Probation Officer and Health and Human Services Director to develop and present a joint plan to ultimately establish a co-managed and co-located Area Resource Center for juvenile, and possibly, adult services; and,

3. Directing the Probation department and Health and Human Services department to proactively and positively engage with community partners and regional stakeholders, including the County schools, Superior Court, City of Bishop, Mono County, and Inyo County staff

On April 5th, the Chief Probation Officer presented your Board with reports detailing (1) options and costs for out-of-county placement contracts; (2) the process for notifying the BSCC if the County wants to operate the Juvenile Hall as a Special Purpose Facility (aka a "weekend-only" facility), and associated requirements; and (3) options for providing 72-hour detention placement of detained youth.

On June 7th, the Chief Probation Officer and Health & Human Services Director presented a draft of a proposed *Area Resource Center Plan For Serving Children, Juveniles and Their Families.* At the conclusion of the presentation your Board directed staff to:

- Prepare notification materials to the BSCC to convert the Juvenile Hall to a Special Purpose Facility (aka Weekend-Only Juvenile Hall) as presented by the Probation department on April 5th;

- Prepare contracts or similar instruments for out-of-county placements of detained youth as presented by the Probation department on April 5th;

- Work with the Inyo County Superintendent of Schools and Superintendent of the Bishop Unified School District to develop a Memorandum of Understanding (MOU) between the County and ICSOS and BUSD detailing the understandings and commitments involved with BUSD continuing to operate the Keith Bright School (aka the "Court School"); and,

- Incorporate Board input and Court School MOU tenets in an updated version of the Juvenile Services Transition Plan.

These items are being presented for your Board's consideration and possible action today. (It should be noted that the MOA with El Dorado County has not been finalized as of the date this Agenda Request Form is being prepared. However, it is anticipated to be completed by the date of the Board meeting. If the MOA is completed, a copy will be presented on August 16, 2016.)

Next Steps

If your Board approves the documents under consideration today, which are (hopefully) self-explanatory, it will be necessary to determine a date on which the Juvenile Center will transition from a full-time Juvenile Hall to a Juvenile Hall that is operated Friday- Monday. Ideally, this change would occur on August 22nd to allow the re-located Keith Bright Court School to begin operating in Bishop at the beginning of the school year. However, staff proposes that the actual date be determined by the number of juveniles presently detained in the Juvenile Hall, if any, with terms of under 30-days, so that these youth can complete their terms in the Inyo County Juvenile Hall. (Current information regarding youth presently detained in the Inyo Juvenile Hall will be presented at today's meeting.)

Staff would propose that any youth in the Juvenile Hall with long-term commitments, or who have been detained but not committed (sentenced) would be sent to an out-of-county detention facility, and be transported from the out-of-county detention facility back to Inyo County for continued detention hearings and subsequent required hearings (further detention, jurisdiction, and disposition). Also, any youth sentenced to short or long-term commitments after today's Board meeting (if your Board decides to set a date for transitioning the Juvenile Hall to a weekend-only facility) would be sent to out-of-county placement. Based on these scenarios, if your Board decides to proceed with the redesign of the County's juvenile services program, staff recommends setting a date within 30-days from today for purposes of notifying the BSCC of the Special Purpose Facility start date.

Until the Inyo County Juvenile Center begins operating as a weekend-only facility, the Keith Bright Court School would have to continue to be operated in Independence by the Inyo County Board of Education through a contract with Bishop Unified School District, unless your Board approves an arrangement to temporarily transport detained youth to the Inyo County Superintendent of Schools' proposed new location for the Keith Bright School in Bishop.

Under the terms of the MOU, if the Juvenile Hall transitions to a weekend-only facility, the Board of Education and BUSD have agreed to continue operating the Keith Bright School on the Jill Kinmont Boothe School campus in Bishop. The MOU identifies how the Probation department and Health and Human Services department will support the continued operation of the Keith Bright School, and the proposed Area Resources Center Plan has been updated to better describe how the continued operation of the Keith Bright School, by the BUSD and the Board of Education, is a complimentary component of the expanded services the County will provide to juveniles and their families as detailed in the Area Resources Center Plan.

In delineating the programs and services that will be provided to juveniles and their families, the Area Resources Center Plan emphasizes:

1. Active parental engagement and accountability;

2. Providing de-centralized programs and services at facilities (including schools) throughout the County, including schools and the juvenile's home;

3. The continued role of the Keith Bright Juvenile Court School; and,

4. Reliance on a greatly expanded Foster Family program to provide sentencing alternatives when appropriate, including alternatives for 72-hour holds, prior to court detention hearings, for low-level offenders and who do not pose a community safety risk.

The importance of an expanded Foster Family program to facilitate the transition of juvenile services from an incarceration model (and to comply with new state and federal directives) cannot be overemphasized. Additionally, an effective Foster Family program will provide cost-efficient alternatives to funding 72-hour holds associated with mid-week, detention intakes of juveniles, as well as short and long-term sentencing.

ALTERNATIVES:

Your Board has the ability to expand upon, eliminate or modify any of the department recommendations constituting the Juvenile Services Transition Plan. Additionally:

A. Your Board could choose to maintain status quo delivery of juvenile services in Inyo County. These services can most likely be funded in the anticipated Fiscal Year 2016-2017 County Budget at a cost of approximately $2,171,763 or less (based on the Probation Department's budget request); or,

B. In light of daily population trends at the Juvenile Hall for the past few years that are expected to continue in the future, your Board could consider simply closing the Juvenile Hall (and converting it to another purpose), but maintaining other juvenile services currently being provided by the Probation and Health and Human Services departments, and contract for bed space in other juvenile detention facilities when it is needed.

OTHER AGENCY INVOLVEMENT:

Inyo County Superintendent of Schools; Inyo County Board of Education; Bishop Unified School Districts; Inyo County Superior Court; Lone Pine Unified School District; Death Valley Unified School District; County of Mono; Toiyabe Indian Health Project; California Department of Social Services; and, local Foster Families and other caregivers.

FINANCING:

The following fiscal considerations are *preliminary*, and based on the information currently available and certain assumptions, and could change.

The Probation department's Fiscal Year 2016-2017 Department Requested Budget for Juvenile Institutions is $2,171,763. This includes designating $354,212 in the contingencies object code, which

represents salary savings associated with vacant positions, relative to last year's budget, that will not be filled. (The Fiscal Year 2015-2016 Board Approved budget for Juvenile Institutions was $2,148,142.)

If your Board takes action today to proceed with juvenile services redesign, based on the assumptions noted above, the Fiscal Year 2016-2017 CAO Recommended Budget is likely to propose a $1,733,501 Juvenile Institutions budget, plus a new Out-of-County Juvenile Hall budget of $563,872. This totals $2,297,373; $125,610 more than Department Requested Budget, and $149,231 more than last year's Board Approved Budget. This does not include the $140,000 being requested by the Inyo County Superintendent of Schools fund part of the "Inyo County Superintendent of Schools' After School Programs."

While the new Out-Of-County Juvenile Hall budget unit is necessary to provide funding for potential out-of-county placement costs (e.g., beds, transportation, overtime, 72-hours holds etc.). The proposed Out-Of-County Juvenile Hall budget is being prepared based on certain assumptions, and actual costs could exceed the half-a-million dollars expected to be recommended for out-of-county placements costs in this year's budget. However, there is an opportunity to reduce the likelihood of all of these funds actually being expended by adopting a policy of prioritizing the use of Foster Families for 72-hour holds for low-level offenders, and prohibiting the use of using the Inyo County Juvenile Hall for mid-week intakes of detained youth since it is the most costly alternative.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: _____ Date: _____
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: _____ Date: _____
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: _____ Date: _____
BUDGET OFFICER:	**BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)* Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

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

DEPARTMENT HEAD SIGNATURE:

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

AGREEMENTS FOR PROVIDING OUT-OF-COUNTY BED SPACE FOR JUVENILE OFFENDERS

AGREEMENT
County of Inyo

I. INTRODUCTION

THIS AGREEMENT is entered into as of _____2016, between the COUNTY OF TULARE, referred to as PROVIDER COUNTY, and the COUNTY OF INYO, referred to as RECIPIENT COUNTY, with reference to the following:

II. RECITALS

A. At present RECIPIENT COUNTY is closing its Juvenile Detention Facility and will no longer have a capacity to detain and/or commit juvenile offenders;

B. RECIPIENT COUNTY desires, and PROVIDER COUNTY is willing to provide, facilities and services for the detention and/or commitment of juvenile offenders on the terms and conditions expressed in this Agreement;

ACCORDINGLY, IT IS AGREED:

III. SPECIFIC TERMS

1. **TERM**: This Agreement shall become effective as of July 1, 2016, and shall expire at 11:59 PM on June 30, 2017, unless otherwise terminated as provided in this Agreement.

2. **SERVICES TO BE PERFORMED**: PROVIDER COUNTY agrees to provide detention and/or commitment services in existing juvenile facilities for juvenile offenders as designated by RECIPIENT COUNTY, but subject to availability. The services shall include, without limitation, appropriate secure housing, food, clothing, schooling, counseling, and health and medical care. For purposes of this Agreement, "juvenile offender" shall mean any person under the age of 18 years subject to, or under the jurisdiction of, the Juvenile Court law as described in Welfare and Institutions Code §602.

3. **COST OF SERVICES**: RECIPIENT COUNTY agrees to pay PROVIDER COUNTY the amount of One Hundred Thirty-Five Dollars ($135) per bed occupied by each juvenile offender, per day, each and every day (or partial day) for the entire term of the agreement for such services.

4. **METHOD OF PAYMENT**: PROVIDER COUNTY shall invoice RECIPIENT COUNTY for such services monthly in arrears, and payment shall be made by RECIPIENT COUNTY within thirty (30) days of receipt of such invoice.

5. **RESPONSIBILITIES OF PROVIDER COUNTY**: See attached **EXHIBIT A**.

6. **RESPONSIBILITES OF RECIPIENT COUNTY**: See attached **EXHIBIT B**.

IV. GENERAL TERMS

7. **EMPLOYEE STATUS**: This Agreement is entered into by both parties with the express understanding that PROVIDER COUNTY will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the PROVIDER COUNTY or any of its agents, employees or officers as an agent, employee or officer of RECIPIENT COUNTY.

8. **COMPLIANCE WITH LAW**: PROVIDER COUNTY shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to PROVIDER COUNTY'S employees, PROVIDER COUNTY shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

9. **GOVERNING LAW**: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.

10. **RECORDS AND AUDIT**: RECIPIENT COUNTY shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, RECIPIENT COUNTY shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, RECIPIENT COUNTY shall make such records available within Tulare County to the Auditor of Tulare County and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

    All records, including behavioral medical and mental health shall be provided by the PROVIDER COUNTY to the RECIPIENT COUNTY upon request.

11. **CONFLICT OF INTEREST**:

    (a) RECIPIENT COUNTY agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but

not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including RECIPIENT COUNTY for this purpose, from making any decision on behalf of PROVIDER COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any PROVIDER COUNTY decision which has the potential to confer any pecuniary benefit on RECIPIENT COUNTY or any business firm in which RECIPIENT COUNTY has an interest, with certain narrow exceptions.

(b) RECIPIENT COUNTY agrees that if any facts come to its attention, which raise any questions as to the applicability of conflicts of interest laws, it will immediately inform the PROVIDER COUNTY designated representative and provide all information needed for resolution of this question.

12. **INSURANCE**: Each of the parties to this Agreement is an entity which is self-insured and/ or carries liability insurance. Each party will provide liability coverage for its negligent or intentionally wrongful acts and/ or omissions in the performance of its duties under this Agreement.

13. **INDEMNIFICATION**: The RECIPIENT COUNTY and the PROVIDER COUNTY shall hold harmless, defend and indemnify each other, their agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of their activities or those of their agents, officers or employees under this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

14. **TERMINATION**:

(a) Without Cause: Either party will have the right to terminate this Agreement without cause by giving ninety (90) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. RECIPIENT COUNTY will pay to the PROVIDER COUNTY the compensation earned for work performed and not previously paid for to the date of termination.

(b) With Cause: This Agreement may be terminated by either party should the other party:

(1) be adjudged a bankrupt, or

(2) become insolvent or have a receiver appointed, or

(3) make a general assignment for the benefit of creditors, or

(4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or

(5) materially breach this Agreement.

In addition, PROVIDER COUNTY may terminate this Agreement based on:

(6) material misrepresentation, either by RECIPIENT COUNTY or anyone acting on RECIPIENT COUNTY'S behalf, as to any matter related in any way to RECIPIENT COUNTY'S retention of PROVIDER COUNTY, or

(7) other misconduct or circumstances which, in the sole discretion of the PROVIDER COUNTY, either impair the ability of PROVIDER COUNTY to competently provide the services under this Agreement, or expose the PROVIDER COUNTY to an unreasonable risk of liability.

(c) Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where PROVIDER COUNTY'S services have been terminated by the RECIPIENT COUNTY, said termination will not affect any rights of the PROVIDER COUNTY to recover damages against the RECIPIENT COUNTY.

(d) Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of PROVIDER COUNTY may immediately suspend performance by PROVIDER COUNTY, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by RECIPIENT COUNTY to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

15. **LOSS OF FUNDING:** It is understood and agreed that if the funding is either discontinued or reduced for this project for the PROVIDER COUNTY or

RECIPIENT COUNTY, that the PROVIDER COUNTY or RECIPIENT COUNTY shall have the right to terminate this Agreement. In such event, the affected party shall provide the other party with at least thirty (30) days prior written notice of such termination.

16. **NOTICES**:

(a) Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY OF TULARE:
Board of Supervisors
County Administration Building
2800 West Burrel Avenue
Visalia, California 93291
Phone No.: (559) 636-5000
Fax No.: (559) 733-6898

With A Copy To:
Tulare County Probation Department
County Civic Center
221 South Mooney Boulevard, Room 206
Visalia, California 93291
Phone No.: (559) 713-2750
Fax No.: (559) 730-2626

COUNTY OF INYO:
Board of Supervisors
County Administrative Center
224 North Edwards Street
Independence, California 93526
Phone No.: (760) 878-0373
Fax No.:_____

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

17. **DISPUTE RESOLUTION**: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties; otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

18. **FURTHER ASSURANCES**: Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

19. **CONSTRUCTION**: This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

20. **HEADINGS**: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

21. **NO THIRD-PARTY BENEFICIARIES INTENDED**: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

22. **WAIVERS**: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

23. **EXHIBITS AND RECITALS**: The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

24. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY**: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

25. **ENTIRE AGREEMENT REPRESENTED**: This Agreement represents the entire agreement between PROVIDER COUNTY and RECIPIENT COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

26. **ASSURANCES OF NON-DISCRIMINATION**: PROVIDER COUNTY shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

(a) It is recognized that both the PROVIDER COUNTY and the RECIPIENT COUNTY have the responsibility to protect PROVIDER COUNTY employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, RECIPIENT COUNTY agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. The PROVIDER COUNTY, in its sole discretion, has the right to require RECIPIENT COUNTY to replace any employee who provides services of any kind to RECIPIENT COUNTY pursuant to this Agreement with other employees where PROVIDER COUNTY is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude PROVIDER COUNTY from terminating this Agreement with or without cause as provided for herein.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

Date: _____ By: _____
Chairman, Board of Supervisors
"PROVIDER COUNTY"

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By: _____
Deputy Clerk

Approved as to Form
Tulare County Counsel

Date: _____

By: _____
Deputy County Counsel

COUNTY OF INYO

Date _____ By: _____
Chairman, Board of Supervisors
"RECIPIENT COUNTY"

ATTEST: _____
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Inyo

By: _____
Deputy Clerk

Approved as to Form
Inyo County Counsel

Date: _____

By: _____
Deputy County Counsel

EXHIBIT A
RESPONSIBILITIES OF THE PROVIDER COUNTY

PROVIDER COUNTY shall be responsible to do the following:

(a) Provide services for juvenile offenders from RECIPIENT COUNTY as provided in this Agreement;

(b) Provide periodic medical examinations for such juvenile offenders;

(c) Detain or commit and care for the juvenile offenders in the same manner as other similar juvenile offenders are detained or committed by PROVIDER COUNTY in its juvenile facilities;

(d) At the request of RECIPIENT COUNTY, make monthly written progress reports as to the juvenile offenders detained or committed under this Agreement.

EXHIBIT B
RESPONSIBILITIES OF RECIPIENT COUNTY

RECIPIENT COUNTY shall be responsible to do the following:

(a) Transport, at its own cost and expense, such juvenile offenders as it shall designate for the services to be provided by PROVIDER COUNTY. The juvenile offenders shall be transported to the juvenile facilities designated by PROVIDER COUNTY in accordance with reasonable procedures to which the parties shall mutually agree;

(b) Provide a copy of any Juvenile Court order required as to that juvenile offender, or a statement in form acceptable to PROVIDER COUNTY that such an order is not required;

(c) Reasonably avoid transporting juvenile offenders who have a communicable, contagious or infectious disease, or who require immediate medical care and attention;

(d) Provide a properly executed medical consent form acceptable to PROVIDER COUNTY authorizing PROVIDER COUNTY to provide such medical care and treatment as may become necessary during the time that the juvenile offender is detained or committed in Tulare County;

(e) Comply with any and all legal requirements not directly involving the detention or commitment of the juvenile offender, including, without limitation, informing the juvenile offender of his or her legal rights, notifying parents and guardians, filing petitions, serving notices and arranging for court appearances;

(f) Comply with any and all legal requirements involving continued detention or commitment;

(g) In addition to the daily amount due under Section 2 hereof, reimburse PROVIDER COUNTY for the actual cost of any hospital, medical, surgical, or dental care for the juvenile offenders, other than first aid, except for periodic medical examinations and treatment for injuries and/or illness incurred as a direct result of placement within the facility which PROVIDER COUNTY shall provide at its own cost and expense;

(h) Promptly take delivery of any juvenile offender required to be released or otherwise returned by PROVIDER COUNTY to RECIPIENT COUNTY;

(i) Comply with eligibility requirements for the service.

AGREEMENT
FOR WARD HOUSING SERVICES

(Kern County – Inyo County)

THIS AGREEMENT is made and entered this _____ day of _____, 2016 (**"Execution Date"**), by and between the COUNTY OF KERN (**"COUNTY"**), as represented by the Kern County Probation Department (**"Department"**), and COUNTY OF INYO (**"INYO"**), whose principal place of business is located at 918 N. Main Street, Bishop, California 93514, both political subdivisions of the State of California. COUNTY and INYO may individually be referred to as "**Party**" and collectively as "**Parties**."

WITNESSETH

WHEREAS, the Parties are mutually desirous of providing appropriate facilities for the housing of wards of the juvenile court committed thereto, by the establishment of a youth facility pursuant to section 880, of Article 24 of Chapter 2 of Part 1 of Division 2, of the California Welfare and Institutions Code; and

WHEREAS, the Kern County James G. Bowles Juvenile Hall facility (**"Facility"**), located at 1831 Ridge Road, Bakersfield, California 93305, was created and established by COUNTY for the purpose of housing wards of the juvenile court committed thereto from said COUNTY; and

WHEREAS, from time to time there exists accommodations in said Facility beyond the needs of COUNTY thus enabling the COUNTY to receive in the Facility juvenile court wards from other counties to the extent of such excess accommodations; and

WHEREAS, INYO desires to place wards of its juvenile court in COUNTY to the extent that such excess accommodations may exists, and

WHEREAS, INYO shall pay COUNTY for the costs of board and care for each ward so placed for each day or portion thereof that said ward is housed in the Facility.

NOW, THEREFORE, IT IS AGREED between the Parties hereto as follows:

1. TERM

   This Agreement is made effective as of the Execution Date, and shall remain in effect until June 30, 2018, unless sooner terminated as hereinafter provided.

2. COMPENSATION

   a. Department will invoice INYO monthly based on the per day rate for each ward in Facility. Said payment shall be at the per diem rate determined by the Chief Probation Officer of COUNTY. This rate is subject to change by the Chief Probation Officer of COUNTY and INYO shall be given (30) days written notice of said change before the new rate becomes applicable to this Agreement.

b. The currently established per day rate is for each 24-hour day or portion thereof per ward placed.

(1) General Facility Housing:
One Hundred Fifty Dollars ($150.00)

(2) Commitment Program Housing:
One Hundred Seventy-five Dollars ($175.00)

c. All payments will be based on invoices submitted to INYO by Department and approved by INYO's authorized representative. INYO will pay all compensation due to Department within thirty (30) days of delivery to INYO of a properly completed invoice from Department of services rendered.

d. INYO, in consideration of COUNTY providing accommodations for its juvenile court wards, agrees to pay COUNTY and COUNTY agrees to accept the amount agreed upon in this Agreement. All INYO wards accepted for placement and placed in the Facility shall receive the same accommodations and services as Facility juveniles in accordance with federal, state and local laws and regulations. The payment provided in the Agreement shall cover all costs with respect of the care and maintenance of the wards of INYO, except for the following:

(1) Costs of any hospital, medical, psychiatric services, surgical care or treatment, and pharmaceuticals. COUNTY is authorized to obtain emergency medical, dental, and mental health care for INYO wards without prior authorization. All other services must be pre-authorized by INYO.

(2) Costs of dental care.

(3) Costs of transportation and maintenance.

i) INYO shall be responsible for transportation and maintenance between INYO and the Facility.

ii) INYO is responsible for transporting committed wards to and from the Facility except in circumstances involving life-threatening injuries requiring emergency transportation to medical facilities, in which case the Department will transport.

3. COMMITMENT OF WARDS

a. No ward shall be committed to the Facility except by Order of the Juvenile Court. The Facility will assume custody of said ward or wards when delivered to an authorized employee of Facility by agents of INYO.

b. Facility is under no obligation to accept the wards of INYO. Prior to acceptance by COUNTY, INYO will provide background materials to the Facility. The Facility Division Director may, at his/her discretion, decline to accept or retain said wards by reason of space limitations or other conditions affecting the welfare of the wards in the Facility.

c. INYO acknowledges Facility programs are directed toward the enrichment of the ward's lives through a schedule of activities, events and phases, and that critical conditions affecting the welfare and success of wards in the Facility include, but are not limited to, participation in the Facility program by the ward and the ward's parents, and regular participation in the ward's program by the INYO Probation Officer assigned to the ward.

d. Placement, release and program progress will be per Department protocols and availability.

4. INDEMNIFICATION.

a. COUNTY agrees to indemnify, defend and hold harmless INYO and INYO officers, employees agents, and elected and appointed officials and elected and appointed boards from all liability for any loss, damage or injury to persons or property arising from or related to Facility's (or COUNTY'S) performance of this agreement, including costs and attorney's fees and without limitation all consequential damages, arising out of negligent or intentional acts or omissions of the Facility (or COUNTY), its employees or agents.

b. INYO agrees to indemnify and hold harmless COUNTY (or Facility) and COUNTY's (or Facility's) officers, employees, volunteers, agents, board members, and elected and appointed officials and elected and appointed boards from all liability for any loss, damage or injury to persons or property arising from or related to INYO's performance of this Agreement, including costs and attorney's fees and without limitation all consequential damages, arising out of negligent or intentional acts or omissions of INYO, its employees or agents.

5. INSURANCE

Each Party represents that it is self-insured for all liability and that at all times during the term of this Agreement they shall remain self-insured to pay for claims, including, but not limited to contractual liability, professional liability, general liability, automobile liability, bodily injury, personal injury, or property damage which may arise as a result of the performance of this Agreement. Additionally, COUNTY is self-insured and shall remain self-insured to pay for any workers' compensation claims which may arise as a result of the performance of this Agreement. INYO is in a primary workers' compensation program and shall remain in such program to pay for any workers' compensation claims which may arise as a result of the performance of this Agreement. Each Party agrees to provide the other with a thirty (30) day notice of any reduction or cancellation of such self-insured status or participation in the workers' compensation program. Additionally, each Party represents that it is self-insured for all liability and that at all times during the term of this Agreement it shall remain self-insured to pay for any and all claims relating to or arising out of the use and operation of a Party-owned automobile for purposes of performing the Services of this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to the other Party. In the event of terminations of this Agreement for

any reason, INYO shall have no further obligation to pay for any services rendered or expenses incurred by COUNTY after the effective date of the termination, and COUNTY shall be entitled to receive compensation for services satisfactorily rendered, calculated on a prorated basis up to the effective date of termination.

7. REPRESENTATIONS

INYO makes the following representations, which are agreed to be material to and form a part of the inducement of this Agreement:

a. INYO does not have any actual or potential interest adverse to COUNTY nor does INYO represent a person or firm with an interest adverse to COUNTY with reference to the subject of this Agreement; and

b. INYO shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

8. NON-ASSIGNMENT AND SUBCONTRACTING

a. INYO shall not assign, sublet, or transfer this Agreement, or any part hereof. INYO shall not assign any monies due or which become due to INYO under this Agreement without the prior written and expressed approval of COUNTY.

b. Functions undertaken by INYO may be carried out under subcontracts only upon obtaining the prior written approval of COUNTY. All such subcontracts shall be in writing and shall abide by such federal, State, and local laws and regulations which pertain to this Agreement. No subcontract shall terminate or lessen the legal responsibility of INYO to COUNTY to ensure that all activities under this Agreement will be carried out.

9. MODIFICATIONS TO AGREEMENT

This Agreement may be modified in writing only, signed by the Parties of interest at the time of the modification.

10. FUNDING AVAILABILITY

It is mutually agreed that if the INYO budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for this program, this Agreement shall be of no further force and effect. In this event, INYO shall have no liability to pay any funds whatsoever to COUNTY or to furnish any other considerations under this Agreement and COUNTY shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by INYO budget for the purposes of this program, INYO shall have the option to either cancel this Agreement with no liability occurring to INYO, or offer an agreement amendment to COUNTY to reflect the reduced amount.

11. CONFIDENTIALITY

COUNTY shall keep all juvenile ward information confidential and shall comply with all statutory and administrative requirements regarding confidentiality of such information.

12. NOTICE

All notices required or provided for in this Agreement shall be provided to the Parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A Party may change the address to which notice is to be given by giving notice as provided below.

(1) TO COUNTY: Kern County Probation Department
TR Merickel, Chief Probation Officer
2005 Ridge Road
Bakersfield, CA 93305

(2) TO INYO: Inyo County Probation Department
Jeffrey L. Thomson, Chief Probation Officer
918 N. Main Street
Bishop, CA 93514

13. CHOICE OF LAW/VENUE

The Parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

14. NON-WAIVER

No covenant or condition of this Agreement can be waived except by the written consent of COUNTY. Forbearance or indulgence by COUNTY in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by INYO. COUNTY shall be entitled to invoke any remedy available to COUNTY under this Agreement or by law or in equity despite said forbearance or indulgence

15. ENFORCEMENT OF REMEDIES

No right or remedy herein conferred upon or reserved to COUNTY is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right, or remedy given hereunder, not or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time-to-time.

16. SEVERABILITY

Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be

unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the Parties intended to enter into in the first instance.

17. COMPLIANCE WITH LAW

a. INYO shall observe and comply with all applicable County, State and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

b. INYO shall make all records, program compliance, and beneficiary complaints available for authorized review and fiscal audit whenever requested to do so by County, State, or federal authorities; and

c. INYO shall adhere to Title 9 of the Social Security Act and conform to all other applicable federal and State statutes and regulations.

18. CAPTIONS AND INTERPRETATIONS

a. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement.

b. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

19. TIME OF THE ESSENCE

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

20 COUNTERPARTS

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instruments.

21. NON-DISCRIMINATION AND FAITHFUL PERFORMANCE

The Parties mutually agree to abide by all federal, State and local laws and regulations and shall not discriminate on the basis of age, ancestry, color, gender, marital status, medical conditions, national origin, physical or mental disability, race, religion, or sexual orientation. Each Party further agrees to fully and faithfully perform all covenants and portions of this Agreement, and to not take any action that may be inimical to the other Party's faithful performance hereof.

22. ENTIRE AGREEMENT

This document, including all attachments hereto, contains the entire agreement between the Parties relating to the services, rights, obligations and covenants contained herein and assumed by the Parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

23. AUTHORITY TO BIND COUNTY

It is understood that INYO, in INYO's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind COUNTY to any agreements or undertakings.

24. NON-COLLUSION COVENANT

INYO represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with COUNTY. INYO has not received from COUNTY any incentive or special payments, or considerations not related to the provision of services under this Agreement.

25. NEGATION OF PARTNERSHIP

In the performance of all services under this Agreement, INYO shall be, and acknowledges that INYO is, in fact and law, an independent contractor and not an agent or employee of COUNTY. INYO has and retains the right to exercise full supervision and control of the manner and methods of providing services to COUNTY under this Agreement. INYO retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting INYO in the provision of services under this Agreement. With respect to INYO's employees, if any, INYO shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, State or local, and compliance with any and all other laws regulating employment.

26. SIGNATURE AUTHORITY

Each Party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

[Remaining Page Left Intentionally Blank]

IN WITNESS TO WHICH, each Party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this Agreement.

APRPOVED AS TO CONTENT
Kern County Probation Department

TR Merickel, Chief Probation Officer

COUNTY OF KERN

Chairman Board of Supervisors
"COUNTY"

APPROVED AS TO CONTENT
County of Inyo

Jeffrey L. Thomson,
Inyo Chief Probation Officer

APPROVED AS TO FORM
Office of County Counsel County of Kern

Kendra L. Graham, Deputy

APPROVED AS TO FORM
Office of County Counsel Inyo County

Deputy County Counsel

REGIONAL FACILITY AGREEMENT

THIS Agreement is made between the COUNTY OF NEVADA, a political subdivision of the State of California and the COUNTY OF INYO, a political subdivision of the State of California.

WHEREAS, the County of INYO has a need for juvenile hall placement facilities and desires to place minors detained pursuant to order of its juvenile court in the Nevada County Juvenile Detention Facility, to the extent that excess accommodations are available, and

WHEREAS, the County of Nevada currently operates and maintains a Juvenile hall in the City of Nevada City, where space may exist in excess of its needs;

NOW THEREFORE,

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties agree as follows:

A. SERVICES:

Nevada County shall provide placement in juvenile hall for INYO County minors who have been accepted by Nevada County Probation Department for such placement in its facility. Placement in the facility shall be made if Nevada County Probation Department determines excess space in the facility exists and Nevada County agrees to accept the minor.

All INYO County minors accepted for placement and placed in the Nevada County Juvenile Hall shall receive the same accommodations and services as Nevada County juveniles in accordance with federal, state and local laws and regulation. Such services shall include facilitation of appropriate educational services, medical care, mental health care and dental care as arranged and authorized by INYO County. Dental Care shall be

limited to pain management, injured teeth/gums, and conditions which may lead to malignancies (if detention is prolonged).

Nevada County may provide emergency medical services without prior authorization from INYO County.

INYO County minors are not eligible to participate in Nevada County's Children's System of Care Program.

B. TERM:

This agreement may be terminated, at anytime by either party hereto, upon a thirty (30) day written notice to the other party. This agreement shall continue until modified or terminated by Nevada County and/or INYO County. This agreement shall take effect on August 9, 2016 and shall supersede any prior agreement between Facility and User County.

C. PAYMENT:

Board and Care: INYO County shall pay Nevada County for the costs of board and care for each minor so placed for each day or portion thereof that said minor is housed in the Nevada County Juvenile Detention Facility. Said payment shall be at the per diem rate determined by the Chief Probation Officer of Nevada County. The rate currently established by the Chief Probation Officer is $90.00 for each 24-hour day or portion thereof. This rate is subject to change by the Chief Probation Officer and INYO County shall be given thirty (30) days written notice of said change before the new rate becomes applicable to this agreement.

Legal Costs: INYO County shall be solely responsible for providing legal services for said minors and solely responsible for the costs of such services.

Writ of Habeas Corpus: In the event a petition for a writ of habeas corpus or similar proceeding is initiated by or on behalf of an INYO County minor placed in the Nevada County Juvenile Detention Facility, INYO County shall defend said litigation and hold Nevada County, its officers and employees, fully harmless there from.

Medical and Psychological Services: INYO County agrees to pay for or to reimburse Nevada County for the actual costs of any necessary psychological, dental care, prescription medications or mental health care required by a minor placed pursuant to this agreement. INYO County agrees to pay for any costs above $15,000 per medical/surgical inpatient catastrophic episode. Nevada County is authorized to obtain emergency medical, dental, and mental health care for INYO County minors without prior authorization. All other services must be pre-authorized by INYO County.

Education: INYO County shall reimburse Nevada County for any and all costs of schooling or education not compensated for by the State of California. The cost of regular school expenses is included in the per diem rate.

Billing and Payments: Nevada County shall bill INYO County on a per minor basis. INYO County shall pay Nevada County within 30 days after receiving notice of payment due. Payment shall be made out to Nevada County Probation and mailed to:

Nevada County Probation
Attention Fiscal Staff
109 ½ North Pine Street
Nevada City, CA 95959

D. TRANSPORTATION:

INYO County shall be responsible for providing round-trip transportation of the minor to and from INYO County and the Nevada County Juvenile Detention Facility. Nevada County shall provide routine transportation for the minor within Nevada County for the purposes of medical, mental health, dental or other appropriate care. The cost of such transportation is included in the per diem rate.

E. COURT DOCUMENTATION:

INYO County shall be responsible for providing: conformed Court orders committing minor to the Juvenile Hall, dispositional report committing minor to the Juvenile Hall, and consent to medical treatment signed by a parent/legal guardian/Juvenile Court Judge to Nevada County staff upon receipt of minor.

F. REMOVAL OF MINORS:

Nevada County shall promptly return any INYO County minors placed in the Nevada County Juvenile Detention Facility upon request of the Nevada County Probation Department. Nevada County Probation Department shall have sole discretion to request removal of an INYO County minor. Upon decision to remove an INYO County minor, Nevada County shall notify INYO County by telephone and request INYO County transport said minor back to INYO County within five (5) working days of notification.

G. INDEMNITY:

Nevada County shall defend, release, hold harmless, and indemnify INYO County, its officers and employees, from any and all claims for injuries or damages to persons and/or property, including attorneys' fees, which arise out of injuries or damages resulting from

the negligent acts or omissions of Nevada County, its officers and/or employees. It is further agreed that INYO County, shall defend, release, hold harmless and indemnify Nevada County, its elected officials, officers and/or employees, from any and all claims for injures and/or damages to persons and/or property, including attorney' fees, which arise out of the negligent acts and/or omissions of INYO County, its officers and employees. In the event of concurrent negligence of Nevada County, its officers and employees and INYO County, its officers and employees, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

H. MODIFICATION:

No modification or waiver of any provisions of the Agreement shall be effective unless waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

I. NOTICES:

All notices and demands of any kind which either party may require or desire to serve on the other in connection with the Agreement must be served in writing either by facsimile, personal service by first class mail and addressed to the party to be so served as follows:

Nevada County Probation Department
Michael Ertola, Chief Probation Officer
109 ½ North Pine Street
Nevada City, CA 95949
Phone: 530-265-1200
Facsimile: 530-265-6280

Dated:

COUNTY OF NEVADA

By: _____
Dan Miller
Chair, Board of Supervisors

ATTEST:

By: _____
Julie Patterson
Clerk to the Board of Supervisors

Dated:

COUNTY OF INYO

By: _____
Jeffrey L. Thomson
Chief Probation Officer
Inyo County Probation Dept.
918 N. Main St.
Bishop, CA 93514
760-872-4111

Approved as to Form:

_____
County Counsel Date
County of Nevada

DRAFT NOTIFICATION TO THE BOARD OF STATE AND COMMUNITY CORRECTIONS TO CHANGE THE INYO COUNTY JUVENILE CENTER FROM A FULL SERVICE JUVENILE HALL TO A SPECIAL PURPOSE JUVENILE HALL

INYO COUNTY PROBATION DEPARTMENT

COMMUNITY, PRIDE, AND PROGRESS

JUVENILE CENTER

JEFFREY L. THOMSON
CHIEF PROBATION OFFICER

MARK A. OLSEN
DEPUTY CHIEF

August 16, 2016

Elizabeth Gong, Facilities Standards and Operations Division Field Representative
Board of State and Community Corrections (BSCC)
2590 Venture Oaks Way Suite 200
Sacramento, CA 95833

Dear Ms. Gong:

Please be advised that the Inyo County Juvenile Center will be transitioned from a full service juvenile hall to a special purpose juvenile hall on or about August 22, 2016 [date to be determined by the Board on August 16th]. The facility will be staffed for intake and commitments Friday – Sunday. During these hours, the facility will be staffed with full time and part-time Group Counselors. It is the intent of the Probation Department to maintain current hiring and training practices which are consistent with BSCC standards. Although not statutorily required for a special purpose juvenile hall, Inyo County intends to maintain the practice that all Senior Rehabilitation Specialists (the proposed new job classification for current Group Counselors) who supervise detained youth be required to complete Juvenile Corrections CORE training.

During the times the Juvenile Center is not available for intakes, and it is determined that the youth is in need of detention, a standby/call-out schedule will be used to transport detained youth to a foster home/relative home or locked facility until the youth is provided a detention hearing with the Court. If it is determined that the youth will remain detained, Inyo County may transport the youth to an out-of-county juvenile hall for which Inyo County will have a memorandum of agreement (MOA) with. It is proposed that MOAs will be signed with Kern County, Tulare County, El Dorado County, and Nevada counties. Living in an isolated and remote county such as Inyo County, it is important that there are Northern and Southern California options for winter travel.

Prior to the transition, Inyo County was advised that as long as there were no changes to the physical plant/facility and that the facility continued to be maintained with annual inspections in adherence to normal BSCC inspection cycles, Inyo County Juvenile Center will remain grandfathered to prior Title 15 and 24 standards. It is the intent of Inyo County to maintain all inspections as advised. Please let us know if BSCC requires any further documentation.

Sincerely,

Jeffrey L. Thomson
Chief Probation Officer
County of Inyo

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF INYO, INYO COUNTY BOARD OF EDUCATION, INYO COUNTY SUPERINTENDENT OF SCHOOLS, AND BISHOP UNIFIED SCHOOL DISTRICT

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF INYO, INYO COUNTY BOARD OF EDUCATION, INYO COUNTY SUPERINTENDENT OF SCHOOLS, AND BISHOP UNIFIED SCHOOL DISTRICT REGARDING THE PROVISION OF JUVENILE SERVICES AND THE OPERATION OF A JUVENILE COURT SCHOOL

RECITALS

This Memorandum of Understanding (MOU) is entered into _____, 2016, by and between the County of Inyo ("the County"), the Inyo County Board of Education (the "Board of Education"), the Inyo County Superintendent of Schools (the "ICSOS"), and the Bishop Unified School District (the "BUSD"), referred to jointly in this MOU as the Parties, to identify the respective responsibilities of the Parties, acting independently and in concert, relative to the BUSD's continued operation of the Keith Bright School (a juvenile court school sometimes referred to herein as the "Keith Bright Juvenile Court School") should the Inyo County Juvenile Center transition to the Special Purpose Juvenile Hall, and more fully delineate and coordinate the juvenile services that will be provided by the Inyo County Probation Department ("Inyo Probation") and the Inyo County Health & Human Services Department ("Inyo HHS") in conjunction with the continued operation of the Keith Bright Juvenile Court School for the benefit of at-risk children, their families, and the community.

WHEREAS, Inyo Probation has certain state-mandated responsibilities for juvenile services, which includes supervision of minors placed on probation (WIC 602a). Inyo Probation's Juvenile Services Division accomplishes this by enforcing court orders, assisting victims, and utilizing local and out of county resources in order to facilitate the rehabilitation of young offenders. Inyo Probation uses recognized best practices to supervise the youth on probation, which may include youth ordered by the Court to attend juvenile court school. Inyo Probation is committed to maintaining effective partnerships with Inyo HHS, Educators, and the Superior Court ("the Court") to provide early intervention programs in an effort to reduce the number of juveniles seen in Court; and,

WHEREAS, Inyo HHS also has certain state-mandated responsibilities for providing services to juveniles, which may include juvenile offenders under Court jurisdiction who are ordered to attend juvenile court school; and,

WHEREAS, the Board of Education is responsible for providing for the administration and operation of a juvenile court school under applicable requirements of state law (Education Code, Section 48600 – 48667); and,

WHEREAS, the Board of Education has met its responsibility to administer and operate a juvenile court school through an agreement with the BUSD; and,

WHEREAS, the juvenile court school operated at the Inyo County Juvenile Center (Juvenile Hall) has been known as the Keith Bright School; and,

WHEREAS, the BUSD receives no compensation from the ICSOS, Board of Education, or County, to operate the Keith Bright School, but the operation of the Keith Bright School benefits all schools and children in the BUSD; and,

WHEREAS, the Inyo County Juvenile Center (Juvenile Hall) has been in operation since 1995. Over the last several years, the average daily population in Juvenile Hall has declined to a point (e.g., to less than five (5) juvenile offenders being incarcerated at any one time) where it may not be cost-effective or desirable for the County to continue to operate the Juvenile Hall as a 24-hour a day, seven day per week facility. This is due, in part, to the introduction of new programs provided by Inyo Probation. Presently, Inyo Probation Officers spend the majority of their time engaged in the supervision and case management of high risk/high needs cases, which is the intended target population of evidence based practices. By using risk and needs assessments to evaluate cases on the front-end, and doing a better job in the case management of formal cases, Inyo Probation's efforts have resulted in the Court having to sentence fewer juveniles to being detained in the Juvenile Hall, which is the intended outcome and goal of using evidence-based programs

WHEREAS, the average daily population statistics at the Inyo County Juvenile Hall mirror state and national trends that show a declining number of youth being detained, and an overall reduction of delinquent youth crime; and,

WHEREAS, as result of these trends, Inyo County may transition the Inyo County Juvenile Center from a full service Juvenile Hall to a Special Purpose Facility operated for the detention of youth Friday through Monday (a weekend-only Juvenile Hall) and under no circumstances would youth be detained at the Inyo County Juvenile Center for a period longer than 96 hours; and,

WHEREAS, the ICSOS and the BUSD Superintendent have expressed a strong interest in continuing to operate the Keith Bright School even if the Inyo County Juvenile Hall transitions to the a weekend-only Juvenile Hall; and,

WHEREAS, the Board of Education has decided to relocate the Keith Bright School to the Jill Kinmont Boothe School campus in Bishop, and the ICSOS has offered to provide office space at the Jill Kinmont Boothe School for Inyo Probation and Inyo HHS staff to provide services to juveniles and their families; and,

WHEREAS, the Inyo County Board of Supervisors recognizes the benefits provided by the juvenile court school and desires to support the Board of Education, ICSOS, and BUSD in the continued operation of the Keith Bright School and for the benefit of juveniles, the schools, and the community; and,

WHEREAS, the Parties are joined by Inyo Probation and Inyo HHS, the Court, and teachers and educators through Inyo County in supporting the continued operation of the Keith Bright School; and,

WHEREAS, the Parties desire to coordinate the juvenile services that will be provided by Inyo Probation and Inyo HHS in conjunction with the continued operation of the Keith Bright School for the benefit of at-risk children, their families, and the community; and,

WHEREAS, the Parties desire to identify the respective responsibilities of the Parties, acting independently and in concert, relative to the operation of the Keith Bright School.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The recitals set forth above are incorporated herein by this reference as though set forth fully.

2. The Board of Education agrees to continue to provide for the operation of the Keith Bright Juvenile Court School pursuant to its agreement with BUSD.

3. The BUSD agrees to continue to operate the Keith Bright Juvenile Court School.

4. Operation of the Keith Bright Juvenile Court School shall continue to be the sole purview of the BUSD, with appropriate cooperation and coordination with Inyo Probation and Inyo HHS, as outlined in this MOU.

5. The Keith Bright Juvenile Court School will be located at the ICSOS offices and on the Jill Kinmont Boothe School campus at 166 Grandview Dr., Bishop, CA 93514 (the "ICSOS Campus").

6. The ICSOS agrees to provide suitable classroom and office space (the "co-located office space") at no cost for those Inyo Probation and/or HHS staff who may be located at Keith Bright Juvenile Court School.

7. The County agrees to make every effort to have an Inyo Probation and/or HHS staff presence on the ICSOS Campus on school days. It is understood that County staff presence during these times is subject to availability, and to the extent that staff is not assigned to other juveniles services priorities, such as a needing to support the mid-week intake and detention of a youth at the Juvenile Hall pending a hearing. While Inyo HHS staff may have offices on the ICSOS Campus, the services provided by those staff will be limited to the following:
    - School-based case management intervention or behavioral aide services to previously identified children and youth who have in their required HHS case plan that such services are necessary to ameliorate the issues that originally brought the child/youth into HHS services.

- School-based social work interventions with children and their parents as part of their required case plan that identifies such services for resolving the issues that originally brought them into HHS services.
- Investigatory interviewing of children/youth, as legally allowed, of reports of suspected child abuse or neglect.
- After-school educational classes for youth or for their parents, including but not limited to: evidence-based parenting education, nutrition/culinary classes or workshops, youth councils, parent councils, multi-family dinners/educational sessions, etc.

HHS staff's presence on the campus may be further limited by staff needing to provide similar services on other Inyo County schools campuses, or to when the presence of HHS staff is consistent with state or federal guidelines necessary to draw down funds to pay for those staff salaries. County staff will not be assigned to the co-located office space without the approval of the BUSD Superintendent.

Inyo Probation assigned to the ICSOS campus may assist school administration, teachers and students by helping to maintain a structured and respectful learning environment. Additional services provided could include: morning searches, drug testing, truancy sweeps for students who fail to arrive to school, lunch time monitoring, afterschool programs, availability to respond to incidents throughout the school day, and/or transportation if needed. The assignment of County staff to the co-located office space does not preclude them from providing juvenile services to other school campuses or County service locations. Notwithstanding the foregoing or any other provision of this MOU, the Parties understand that Inyo Probation is not assuming any responsibility to ensure the safety or security of students, teachers, staff, or the public, or to provide security services of any kind at the ICSOS Campus or any other school facility.

8. The Chief Probation Officer and Health and Human Services Director will use their best efforts to minimize the time that staff under their respective supervision and with offices at the ICSOS Campus are away from the Campus pursuant to the provisions set-forth above. Further circumstances that could result in County staff not being at the ICSOS campus include: when the need arises to assign Inyo Probation staff to work in the Juvenile Hall mid-week for 72-hour detention of juveniles; when Inyo Probation staff is required to transport juvenile offenders to or from out-of-county placements; when Inyo Probation and/or HHS staff are assigned to provide juvenile services on other school campuses; or when Inyo Probation and/or HHS staff are providing services to juveniles and their families at other locations in the County.

9. If a Juvenile Deputy Probation Officer is not housed in the co-located office space, then Inyo Probation agrees that a Probation staff member will endeavor to visit the ICSOS Campus on a daily basis. Inyo Probation will endeavor to ensure that the Probation staff member is available to support the ICSOS's and BUSD Superintendent's request that the Probation staff member begin their day at the ICSOS Campus and perform the following tasks: drug testing, attendance monitoring, student interaction and possible truancy pick-up.

10. Enrollment in the Keith Bright Juvenile Court School is made by an Order of the Court. As such, the Parties anticipate that the parents or custodians of the students will be responsible for complying with the Court Order to deliver and collect their charges from the Keith Bright Juvenile Court School. However, in certain circumstances and on a case-by-case basis, Inyo Probation and Inyo HHS may provide limited transportation to and from the Keith Bright Juvenile Court School.

11. In formulating recommendations to the Court that could result in a Court Order for a juvenile to attend the Keith Bright Juvenile Court School, the responsible Inyo Probation and HHS staff members will consult and take into consideration information provided by school officials. Once a youth has been ordered by the Court to attend the Keith Bright Juvenile Court School, Probation staff will notify the Keith Bright Juvenile Court School Principal or the on-site Director of Alternative Education regarding start date and pertinent information.

12. As long as Keith Bright Juvenile Court School is located on the ICSOS Campus, the ICSOS agrees to make facilities on the campus, including the kitchen, conference room and counseling offices, available to Inyo Probation and Inyo HHS during non-school hours to provide programs and services to at-risk juveniles and their families. Inyo Probation and HHS personnel will coordinate such services and facility use with the Director of Alternative Education.

13. There are no intended third party beneficiaries to this MOU.

14. All acts of each of the Parties, their agents, officers, and employees, relating to the performance of this MOU shall be on their own behalf and not as agents, officers, or employees of the other Parties. No Party by virtue of this MOU has authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, any other Party. No agent, officer, or employee of any Party is to be considered an agent, officer, or employee of another Party. It is understood that this MOU shall not, under any circumstances, be construed to create an employer-employee relationship, partnership, or a joint venture by the Parties. Nothing in this MOU is intended to nor shall be construed as creating a monetary obligation of any Party to the other Parties; except as may be included within the parties' obligations set forth below to defend, indemnify, and hold each other harmless..

15. Each Party shall defend, indemnify, and hold harmless the other Parties, their 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 MOU by that Party or the Party's agents, officers, or employees. Each Party's obligation to defend, indemnify, and hold the other Parties, their agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Each Party's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of the Party, its agents, employees, supplier, or anyone

directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

16. Any notices which any Party shall be required or may desire to make pursuant to this MOU shall be in writing and may be personally served, or sent by prepaid first-class mail to the other Parties as follows:

The County:

Inyo County Administrator — Department
P.O. Drawer N — Mailing Address
Independence, CA 93526 — City/State/Zip

The ICSOS:

Lisa Fontana, Superintendent — Name
P.O. Drawer G — Mailing Address
Independence, CA 93526 — City/State/Zip

The BUSD:

Barry Simpson, Superintendent — Name
301 N. Fowler — Mailing Address
Bishop, CA 93514 — City/State/Zip

The Board of Education:

Inyo County Board of Education — Name
P.O. Drawer G — Mailing Address
Independence, CA 93526 — City/State/Zip

17. The initial term of this MOU shall be for one (1) year, but may be extended in one (1) year increments by the mutual written consent of all Parties. It is expected that throughout the term of this MOU, the Parties will meet at least once per month to evaluate whether the MOU is achieving its desired objectives and, if necessary, this MOU may be modified upon the written consent of all Parties as deemed necessary to meet those objectives. This MOU may be canceled by any Party without cause, and at will, for any reason by giving to the other Parties sixty (60) days written notice of such intent to cancel.

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

19. The Parties acknowledge have jointly drafted and prepared this MOU; thus any ambiguity shall not be construed against any Party. Furthermore, the Parties have each had the opportunity to be represented by legal counsel with respect to the preparation of this MOU if they so desired.

This MOU is entered into on the date first written above. All parties and signatories to this MOU warrant and represent that they have the power and authority to enter into this MOU in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by them.

COUNTY OF INYO

By:_____
Jeff Griffiths, Chair
Board of Supervisors

INYO COUNTY BOARD OF EDUCATION

By_____
Lisa Fontana
Inyo County Superintendent of Schools

BISHOP UNIFIED SCHOOL DISTRICT

By _____
Barry Simpson
BUSD Superintendent

APPROVED AS TO CONTENT:

_____
Jeff Thomson, Chief Probation Officer

_____
Jean Turner, Health & Human Services Director

APPROVED AS TO FORM:

_____
COUNTY COUNSEL

UPDATED AREA RESOURCE PLAN FOR SERVING CHILDREN, JUVENILES, AND THEIR FAMILIES

AREA RESOURCE CENTER PLAN
FOR SERVING CHILDREN, JUVENILES AND THEIR FAMILIES THROUGH INYO COUNTY PROBATION & HEALTH AND HUMAN SERVICES
(updates are in bold print)

August 16, 2016

I. BACKGROUND

On February 23, 2106, the Inyo County Board of Supervisors adopted a County Juvenile Services Plan, including providing direction to the Chief Probation Officer and Health and Human Services Director to develop and present a joint plan to establish a co-managed and co-located Area Resource Center.

The joint report was to identify phases of development, targeting the Center, or at least its initial programming to be operational in the summer of 2016, to serve juveniles under the supervision of the Probation department and at-risk youth participating in similar HHS programs. The Board's direction acknowledged that, initially, the Area Resource Center could be an array of programs offered at dispersed locations to the extent that the envisioned programs and services were deemed similar, a beneficial enhancement, or otherwise appropriate. The joint plan was also to describe opportunities to expand the Area Resource Center to serve adult populations currently participating in programs and services administered by the Health and Human Services department and/or under the supervision the Probation department, at a centralized, co-managed location, such as a consolidated County office building or stand-alone facility.

Additionally, the Plan was to:

a) Provide the estimated budget for each phase of the Area Resource Center, including identifying the cost of facilities and equipment, personnel, and, delivery of program and services, and associated sources of funding. Opportunities to maximize the use of categorical funding from HHS or Probation are to be identified and emphasized;

b) For each phase of development of the Area Resource Center, identify programs currently or proposed to be provided through the Probation department that could be provided by the Health and Human Services department as a means of either: a) providing more specialized services; and/or b) using categorical funding to off-set General Fund costs;

c) Identify the personnel positions necessary to operate each phase of the Area Resource Center, and associated programming, using existing County staff; indicating when and what type of changes, if any, may be necessary to associated job descriptions to facilitate the work and maximize use of categorical funding;

d) Acknowledge input from community and regional partners and stakeholders, and identify resources that can be contributed by, or provided to the County's partners with associated contributions and costs being quantified;

e) Examine facility options for housing each phase of the Area Resource Center;

f) Contemplate how to deliver Area Resource Center programs and services to remote populations in the County and provide estimated costs;

g) Provide an opportunity for the Chief Probation Officer and Health and Human Services Director to provide, through the jointly prepared plan, differing recommendations for how the Area Resources Center is developed, staffed, programmed, and operated. Any alternate recommendations must be supported with the department heads' rationale, including staffing levels, associated costs, and source of funding.

h) Vet all fiscal and personnel assumptions in the joint plan through the County Budget and Personnel Office, respectively, before being presented to the Board of Supervisors.

The following Area Resource Center Plan has been developed relative to these objectives in mind and is presented for consideration by and input from the Board of Supervisors and members of the community.

II. OVERVIEW OF ACTIVITIES AND INPUT USED TO DEVELOP THIS PLAN

A. Stakeholder & Partner Input: *Created our vision for moving forward; identified strengths; challenges; and, training needs.*

1. Meetings with local foster parents and relative caregivers on January 28, February 25, March 31 and April 28 included specific training topics as well as updates and engagement around California's Continuum of Care Reform, and the local Inyo transition planning for the Juvenile Hall.

2. A March 2, 2016 meeting, facilitated by staff from U.C.-Davis, of 60+ Inyo and Mono professionals representing several tribal groups, education, probation, health & human services, foster caregivers, Court-Appointed Special Advocates (CASAs), county administrators, child support, and local judiciary resulted in the development of a ***Vision For Moving Forward:***

> *Our community values the delivery of supportive services with a focus on family involvement. We envision a delivery system that is: geographically located to serve all families in the county; builds on a network of foster and resource families and mentors, as well as those families defined as natural helpers. We will blend resources to provide quality services from all community providers, the tribal community and other community members. The main purpose of all services will be to build strong family and community connections for all youth and adults.*

3. A March 3, 2016 meeting with education administrators, Presiding Judge Dean Stout, Juvenile Court Judge Brian Lamb, County Administration, and representatives from the UC Davis Team for additional input and defining of possible intersections between County services and those services provided by the education system. During this meeting, the Superintendent of Schools provided an outline of services and space that his office could

provide relative to the County's redesign initiative, as well as his proposal for a County & Schools Recreation/Arts Partnership for All K – 12 Youth. Subsequently, Superintendent of Schools provided the comprehensive proposal attached to this report.

4. An HHS review of a webinar sponsored by the National Association of Counties (NACO) on nationwide juvenile justice reform efforts was shared with Board members and Probation management on March 28, 2016.

5. On April 5, 2016 Probation provided public reports to Board of Supervisors describing 1) options for 72-hour detention of youth; 2) options of out-of-county placements; and, 3) the requirements for operating a "special purpose facility" Juvenile Hall.

6. Various staff meetings with Probation staff, and HHS employees to provide accurate updated information, dispel rumors, and answer questions. Juvenile Hall staff meetings occurred on April 15 and April 18; HHS staff meetings occurred on January 22, February 26, March 4, March 25 and April 15.

7. On April 27, 2016, U.C.-Davis staff facilitated a follow-up discussion with the in-house HHS and Probation Leadership Team around implementation plans and challenges.

8. On May 18, 2016, the California Department of Social Services responded to our invitation and sent the Deputy Director of their Children & Family Services Division and the new Division Chief of the Continuum of Care Reform (CCR) to meet in Bishop with the Inyo-Mono-Alpine County Probation Chiefs, and Directors of Social Services and Behavioral Health, and Child Welfare managers, along with a representative from the California Welfare Directors Association (CWDA) to address strengths and challenges of implementing Continuum of Care Reform in small rural counties. A follow-up small county summit will be held in September elsewhere in the state for the 20 smallest CA counties.

9. **Continued semi-monthly engagement with the State around California's Continuum of Care Reform, with a perspective of identifying the intersections with local Inyo transition**

planning for the Juvenile Hall, including the State's recognition of the need for counties to develop local bed capacity and family engagement services for delinquent youth.

10. **Three training sessions for foster parents/caregivers and employees of Probation and HHS on June 3-4, 2016 addressing the normal human response to large transformational changes, why those can be challenging, and how to manage our own responses.**

11. **June 13 and 15, 2016 meetings with Superintendent of Schools Dr. Terry McAteer and Bishop Unified School District Superintendent Barry Simpson to re-visit earlier understandings and view an updated framework for talking about how a Court School might work. Follow-up conversations with Superintendent Simpson occurred during MOU development.**

12. **June 15-17, 2016 communications with Mono County CAO, Board of Supervisors Chair, Probation Chief and Social Services Director to confirm they are in the loop on Inyo's juvenile services transition planning in order to address any impacts on Mono County.**

13. **June 17, 2016 meeting with Juvenile Court Judge Brian Lamb to update information and confirm philosophical alignment of this Plan with the local Juvenile Court.**

14. **June 29, 2016 meeting with Superior Court Judge Dean Stout to ensure coordination of information on juvenile services.**

15. **June 30, 2016 discussion between local foster parents/resource families and Juvenile Probation Group Counselor staff regarding the day-to-day behavioral management and associated issues in caring for Juvenile Probation youth.**

16. **July 14, 2016 discussion between local foster parents/resource families and Juvenile Court Judge Brian Lamb regarding what is needed from the Court and from Probation to support local families in their abilities to accept and maintain Probation-placed youth in local family-based care. Judge Lamb indicated an interest in on-going communication with resource families around their needs.**

17. **July 19-20, 2016 training for all supervisors and managers in Probation and HHS on leading your staff through huge changes in professional culture, professional identity and practice.**

18. **July 27, 2016 meeting between Inyo & Mono Social Services managers to coordinate planning and look for opportunities to regionalize any aspects of the implementation of California's Continuum of Care Reform.**

III. Service Locations – Alternatives Considered

This Plan recommends developing the Area Resource Center in stages. During the first stages of development, it is recommended that existing County facilities be utilized in order to provide the services.

Prior to arriving at this recommendation, staff considered other possible service location models, and those alternatives – and the reasons for not recommending them – are discussed below. Ultimately, staff concluded that, in the beginning stages, using existing County facilities would be sufficient in providing the services needed to continue to supervise the small number of youth currently on probation. In addition, rather than solely relying on having the youth and their families come to the services, this Plan also provides for case management to be done in the youth's home so that the entire family can benefit from the services. This approach mirrors national trends, supported by research that shows providing focused, home-based services results in better outcomes compared to

expecting youth and their families to always come to a centralized location to receive services.

Before arriving at the recommendation to, initially, rely on existing County service facilities, some of the alternative service delivery locations that were explored for locating an Area Resource Center included:

A. **Renting/leasing an existing commercial building.** Rent in the area costs anywhere from .80 - $1.45 a square foot. This option, and its associated costs did not seem feasible due to the fact that Probation and HHS feel confident that existing County facilities are adequate to provide the needed services. There is no need to take on the additional expense of a lease, or month to month rental agreement.

B. **Existing building on Tribal Lands.** During one of our stakeholders meetings, David Lent, Director of Toiyabe Family Services, suggested that space may be available when the new Toiyabe building is completed. This option will be explored further if the need for more space grows. The Probation and Health and Human Services departments will continue to work with Toiyabe to identify possible partnerships. Such partnerships will become even more important as services for adults are added to the service delivery model and could result in the need for a separate location.

C. **Proposal from Inyo County Superintendent of Schools.** The proposal provided by ICSOS (attached) was evaluated, and it was determined that the recommended service delivery plan by Probation and HHS does not in any way prohibit Dr. McAteer from implementing his education proposal. The proposals are, in fact, mutually beneficial and not in any way mutually exclusive. However, recommending only the ICSOS proposal could unduly limit the array of services offered to youth and their families. The Area Resource Plan being recommended focuses on the delivery of services provided by (and sometimes required of) the County through Probation and HHS services, rather than those programs and services that are the responsibility of the education system.

However, as recommended, the Area Resource Plan can easily be coordinated with aspects of the ICSOS proposal to provide an even stronger

and more integrated program of services to youth and their families. For example, the proposed JKBS facility is a beautiful facility with particular appeal for culinary classes, but limited in capacity for full scope of necessary evening and weekend family activities or the maximize draw down of HHS funds. The JKBS facility could be considered, possibly, as one of multiple service sites in early phases of implementation, rather the only service location.

IV . Follow up to presentation of draft Area Resource Plan in June

Court School Consideration

The current Keith Bright Court School, an educational requirement when a County operates a full service Juvenile Hall, will be impacted if existing Juvenile Hall operations are transitioned to a weekend-only facility or otherwise changed. The Inyo County Superintendent of Schools (ICSOS) has expressed a strong belief that continuance of a Court School is vital to our local educational districts. Bishop Unified High School (BUHS) is willing to continue operation of a Court School after the re-purposing of the Juvenile Hall, in coordination with the ICSOS, and move the Keith Bright School to the current ICSOS campus alongside the Jill Kinmont Boothe School.

The Probation Department, along with the Health and Human Services Department, support the continuation of all school options to provide additional educational resources for our local children and youth. Further, both local Superior Court Judges welcome any and all additional resources for youth and families which funding can be continued. Superior Court Judge Dean Stout, in particular, believes that if a Court School is implemented with sufficient flexibility, such a resource might better suit the youth we currently tend to see: those who are at the earlier point on the continuum. A Court School could be a great resource that could provide some necessary "teeth" for the School Attendance Review Board (SARB), as well as for those few Probation wards who may be noncompliant with their required services.

Absent a fulltime Juvenile Hall, educational decisions for out-of-home placed children and youth through both Juvenile Probation

and Child Welfare are governed by California Welfare and Institutions Code Sections 726, which, among other things, provides for:

A. **The Juvenile Court's ability to limit the rights of parents to make educational decisions on behalf of their child**
B. **The Juvenile Court's ability to appoint another responsible adult without a conflict of interest to make educational decisions on behalf of same child; such adult may be the resource family (foster or relative) caregiver**
C. **Requiring all educational and school placement decisions to be in the least restrictive educational program with access to academic resources, services, and extracurricular and enrichment activities that are available to all pupils**
D. **Requires in all instances that educational and school placement decisions be based on the best interests of the particular child.**

For adjudicated wards of the court (Probation youth) not placed out of home, the Juvenile Court has the ability to direct any reasonable orders to parents of those wards to ensure the ward's regular school attendance, as outlined in Welfare and Institutions Code Section 727.

A draft Memorandum of Understanding outlining a framework for the operation of a Court School by Bishop Unified School District in cooperation with the Inyo County Superintendent of Schools and in coordination with County services provided by Probation as well as Health and Human Services is included in Attachment I.

D. **Existing County Facilities.** Many of the proposed services for youth will be provided after regular business hours. This scheduling will allow the use of existing County facilities such as the HHS Employment Services Conference Room in Bishop; the Probation Offices in Bishop, Independence, and Lone Pine; the HHS offices in Bishop, Independence, and Lone Pine; the Juvenile Center in Independence; and, other locations such as the Bishop Union High School technological center. The use of existing facilities in the early stages of this plan will convey at least two important benefits:

1. The use of existing facilities will keep the overhead costs down so that more resources can be focused on direct services to the youth.

2. The use of existing facilities will allow greater flexibility for the youth and families that we serve. In the early stages of this plan, things must remain fluid so that we can be sure to adapt and change as the program grows.

Alternative non-County locations have not been pursued further, and are not being recommended because the current caseload numbers and anticipated number of youth served do not warrant an investment in infrastructure expansion.

The Probation Department and the Health and Human Services Department are confident that during the early stages of Area Resource Center start-up, new facilities will not be necessary in order to provide the needed services to the youth supervised by Probation and HHS.

In addition, there are several factors that are beyond the control of the Probation and Health and Human Services departments that drive the numbers of youth that are necessary to sustain any kind of new or expanded program, or programs housed in a central facility. This is why it is not advisable to make an investment in a stand-alone facility, or greatly expand or create new programs at this time. Some of these factors include:

1. Number of students referred to/enrolled in the Court School. Most court schools are court ordered programs. It is up to the discretion of the court whether or not a youth is -ordered to attend the school. *It should be noted that a Probation Officer can make a recommendation for a youth to enroll in court school. However, absent the youth and parent volunteering to enroll it will take an order of the court.*
2. Number of youth who are on Probation.
3. Number of youth who are on Probation for which a determination has been made that a certain program would benefit him/her. *For example, not all youth who are placed on Probation will benefit from Court School, MRT, ART, Journaling, drug and alcohol counseling etc. Their risk/needs assessment will drive the services that a youth is referred to.*

4. Number of youth who are supervised by CPS who would benefit from the proposed services. *Not all youth (especially younger children) are appropriate for the proposed services.*
5. Number of children placed in foster homes.
6. Ages of children placed in care.

The following caseload data demonstrates that, if reconfigured as is recommended in this Plan, current programs and facilities are sufficient, at present, to maintain and enhance services to the existing levels of in-custody and at-risk youth.

Probation Supervision

North County: 32
Wards: 13
Non-Wards: 19

South County: 3
Wards: 2
Non-Wards: 1

- Number of youth currently on Probation county-wide: 35
- Number of probation youth placed in a foster home: 0
- Number of probation Non-Minor Dependents: 2
- Number of probation youth placed in a group home: 0

CPS Supervision (not including investigations of approximately 25-30/month)

Number of youth currently under CPS supervision:
Ages 0-12: 23
Ages 13-21: 6

Dependents and Interstate supervision: 20
Voluntary/non-dependents: 9

- Number of CPS children placed in a foster home: 7

- Number of CPS children placed in a relative's home: 8
- Number of CPS Non-Minor Dependents: 2
- Number of CPS youth placed in a group home: 0

Alternative School Enrollment

Jill Kinmont Boothe School: 10

Keith Bright School: -3

It is important to note that these caseloads are and will remain influenced in part by some State and Federal parameters required for Probation and HHS staff recommendations and actions for the children and youth on their caseloads, as described in Attachment IV.

RECOMMENDED IMPLEMENTATION PLAN

If your Board approves implementing this updated Area Recource Center Plan, including the attached Court School MOU (Attachment I), it will be necessary to determine a date on which the Juvenile Center will transition from a full-time Juvenile Hall to a Juvenile Hall that is operated Friday-Monday.

The Superintendent of Schools and Bishop Unified High School Superintendent have indicated that, ideally, the re-purposing of the Juvenile Hall from fulltime to Special Purpose could begin on the first day of school for students, August 22, 2016. This would allow for the smoothest transition of the Court School operations.

If the Inyo County Juvenile Hall begins operating as a weekend-only facility after August 22nd, the Keith Bright Court School would have to continue to be operated in Independence by the Inyo County Board of Education through a contract with

Bishop Unified School District, unless your Board approves an arrangement to temporarily transport detained youth to the Inyo County Superintendent of Schools' proposed new location for the Keith Bright School in Bishop.

Staff proposed that the cut-over date be determined by the number of juveniles presently detained in the Juvenile Hall, if any, with terms of under 30 days. Any youth in the Juvenile Hall with long-term commitments, or who have been detained but not committed (sentenced) could be sent to an out-of-county detention facility, and be transported from the out-of-county detention facility back to Inyo County for dispositional hearings. Also, any youth sentenced to short- or long-term commitments after today's Board meeting (if your Board decides to set a date for transitioning the Juvenile Hall to a weekend-only facility) would be sent to out-of-county placement.

Based on these scenarios, if it is not possible to transition the Juvenile Hall to a weekend-only facility by August 22nd and if your Board decides to proceed with the redesign of the County's juvenile services program, staff recommends setting a date between 13 and 30 days from today for purposes of notifying the BSCC of the Special Purpose Facility start date.

A. Starting with our very small population of current Probation youth, using existing staff, services and facilities in Bishop; examples of those existing services include Mental Health, Addiction treatment and occasional dual status social work services at the Grove Street office in Bishop.

Rationale: This will:

- *allow staff to simultaneously implement California's Continuum of Care Reform for group home/foster care on the State's timeline of having a Plan in place by September, with beginning implementation in January 2017;*
- *allow staff to implement around only those few 1-5 youth and families immediately needing an alternate plan, linked to changes in use of the Juvenile Center, and thus would minimize the disruption to existing services*

for approximately 100-150 other non-Juvenile Center children/youth and families being served; and

- *allow staff to continue to work with the CA Department of Social Services, and U.C. Davis in addressing workforce training needs, in our phased approach for implementing transitions in the management of out-of-home care children and youth.*

1. Continue to deliver quality services to at-risk youth.

   Rationale: Federal and State specific outcome measures of children/youth served both in Child Welfare and Juvenile Probation are collected and reported for each CA county by U.C.-Berkeley. Our collective outcomes influence funding, policy and practice requirements.

2. Identify alternative (locations and systems) for the delivery of services currently provided to youth detained at the Inyo County Juvenile Hall.

   Rationale: The direction from Board of Supervisors regarding the proposed changed utilization of the Juvenile Hall matches the changing direction of State and Federal policy makers and funding. The changing direction is (a) away from congregate care for children/youth other than very short-term treatment; (b) "there's no place like home", meaning better longitudinal outcomes are accomplished when children are kept in a family-like setting, in their home schools and communities; and (c) develop enhanced local options for "whatever it takes" to support resource family caregivers and the youth they care for.

3. Develop services to engage at-risk youth's family members in the service delivery system.

   Rationale: Family engagement is a federal requirement for reunifying children/youth with their families and/or a relative. Although short-term outcomes can look promising when working with a child/youth alone, lack of family engagement often produces later relapse around original behaviors that brought child/youth into the system, and can send the person either back into the juvenile system or later into the adult criminal justice system.

4. Recruit, train and support additional resource families (foster parents, relative caregivers, non-related extended family members) to provide homes for probation youth.

   Rationale: The State's Continuum of Care Reform requires a new Resource Family Approval process, and a Plan – due in September from each County – about what it will take to develop more local homes for children/youth needing out-of-home care. This will dovetail with Inyo County's timeline for transitioning to a special purpose Juvenile Hall.

5. Identify a consolidated service location, driven by the re-designed service delivery system for both populations of youth & their families as well as adults, in the later phases of Area Resource Center development based on data, trends, lessons learned and necessary course correction.

   Rationale:
   - *Small client numbers and small workforce numbers require that our staff can move fluidly, as necessary, across service populations and/or target groups in order to maximize efficiency of service delivery.*
   - *Our workforce MUST improve their efforts in delivery of home-based services, thus influencing space needs.*
   - *HHS lessons learned from forming a consolidated agency include: (a) when professionals with funding and identity silos are co-located, AND when the direction from executive management clearly is for effective and collaborative service delivery, client satisfaction and outcomes improve.*

B. Justification for Extended Day/Evening Services

1. If the Juvenile Hall transitions, the need for alternative bed capacity for youth will increase. While highest risk youth likely will be housed in Juvenile Halls in other counties, lower risk youth may be housed with relatives or other local resource families (formerly, foster families), or perhaps be allowed to be maintained in their own homes with special restrictions/conditions imposed. Not only have current resource families and relatives expressed the

need for activities "with teeth in them" for ensuring youth participation in healthy activities during the common times when adolescents otherwise tend to get into trouble, the federal requirements for a broad array of services is outlined in federal requirements for placement youth served by both Juvenile Probation and Child Welfare. Attachment V outlines those federal requirements which must be documented in youth case files.

Not only does staff have to comply with State and Federal requirements, it is critical to hear and take action in response to the voices of our local resource families and relatives if we are to be more effective in building and retaining local capacity to care for our children and youth. As our Juvenile Court Judge Lamb stated, this could be a "game-changer" for our delinquency system, but that it will increase Probation's case management work.

2. **Beginning January 1, 2017, California's Welfare and Institutions Code Section 727 has been updated to require that every adjudicated ward of the juvenile court "shall be entitled to participate in age-appropriate extracurricular, enrichment, and social activities. A state or local regulation or policy shall not prevent, or create barriers to, participation in those activities."**

A. Recommended Phases of Implementation

Rationale: A phased-in implementation is proposed simply because of the number and magnitude of some of the issues (outlined in E below) and the limited available resources to address those more rapidly.

A Probation-HHS Leadership/Implementation Team will meet weekly in Phase I, and will continue to meet in subsequent phases at the necessary frequency, to work out the many, many details of implementation, and to determine necessary course corrections. As the Team moves into upcoming phases, other necessary stakeholders (i.e., Toiyabe Family Services, tribal services,

education) will be brought into the planning and implementation discussions. Recognizing that there may not be sufficient numbers of youth at any point in time to fund specific program services, such services could also be offered to targeted adult populations in later phases.

1. Phase I – Serving juveniles diverted from Probation custody in the Juvenile Hall

   With the anticipated designation of the Juvenile Hall from full service to a Special Purpose Juvenile Hall, youth requiring detention will be placed out of the County. However, there is an opportunity to provide for youth who could, or would have previously been committed to the Juvenile Center. In addition, to maximize resources it is anticipated that wards of the Court would be able to access these services on an as-needed basis or by referral of the Probation Officer or by a Court order.

   In collaboration with Health and Human Services, the Probation Department plans to replicate and expand the services that are currently offered at the Juvenile Center. These services will be offered Monday through Friday, and in a modified version on weekends. A sample calendar of possible programs is attached.

   The initial phase of services delivered will be accomplished by using existing staff and facilities. Four (4) existing Group Counselors, at a cost of $369,496 (based on 40 hours/week, including benefits) could provide much of the service and HHS behavioral aides can be used as needed. (keep in mind the four Group Counselors providing these services are in addition to the six (6) existing Group Counselor positions that are recommended to operate a weekend-only juvenile hall.

   However, at the time of this update, three (3) existing Group Counselors, at a cost of $277,122 could provide much of the service.

   Additionally, it is anticipated that a vehicle would be needed to provide transportation to and from school/services, at an estimated cost of up to $2,000 per month. ($0.69/mile plus fuel). Materials for programs are

estimated to cost $2,000. No facility cost is estimated in the initial phases of this plan; currently these services are being provided at various specific locations. Facility considerations will be required, perhaps, in later phases of implementation.

Currently, the Juvenile Probation budget accounts for all personnel costs. In addition, the vacant positions will remain vacant as a result of the Juvenile Hall being re-designated as a Special Purpose Juvenile Hall, and some of that salary savings could be re-directed to fund new program services.

Proposed Programs & Locations of Services:

Due to the very small population of youth who are currently on Probation and who would benefit from additional supervision (beyond what they currently receive from Deputy Probation Officers in the Juvenile Division) it is anticipated during Phases I and II, a majority of the supplemental services that are outlined in this Plan will be provided using existing County buildings and meeting rooms.

- Weekly MRT groups – will be held after hours at the One Stop Conference Room

- Weekly Journaling Groups – will held after hours at the One Stop Conference Room.

- Mental Health appointments - will be provided at Behavioral Health Services located at Grove Street.

- Risk assessments and case plan development – will be done at the Bishop, Independence, and Lone Pine Probation offices.

- Drug and alcohol testing – will be conducted at the Bishop, Independence, and Lone Pine Probation offices as well as on-site locations of schools and at probationer home.

- Case supervision and management – will be conducted with a combination of office visits, home visits, and school visits.

- Saturday programs - will be conducted at the One Stop Conference Room. In addition there will be a component of community work service and/or recreational/educational opportunities throughout the county.

- 1 hour of Life-skills, homework club, and other programs after school hours will be provided at various locations.

- Home detention monitoring and supervision – Probation offices.

These programs and service locations are also demonstrated on the attached sample calendar of possible programs.

In addition to the programs and service locations described above, we note that the Superintendent of Schools has indicated the County Board of Education has decided – even though it's not statutorily required – to maintain the Court School, and move it to Bishop, if the Juvenile Hall is converted to a weekend-only facility. (State law requires the Superintendent of Schools to operate a Court School when the County operates 24/7 juvenile detention facility).

If the Court School is moved to Bishop (on the JKBS campus) the Probation Department will continue to provide services that it currently provides at the JKBS and other area schools; this consists primarily of Aggression Replacement Training (ART) as well as periodic visits to school campuses.

However, the continuation of the Keith Bright School in Bishop provides an opportunity for partner further with the education community to provide additional services in schools, again, strengthening the overall array of services and programs being provided to the community's youth. These additional services (e.g., beyond ART and campus visits) could be developed through a separate agreement with the Inyo County Superintendent of Schools and/or individual school superintendents. These additional services could also be incorporated into any agreement growing out of the ICSOS

proposal (attached) for the Area Resources Center. For example, the 1 hour of Life-skills, homework club, and other programs after school hours could be provided in the meeting room provided by Inyo County Superintendent of Schools (ICSOS). Similarly, home detention monitoring and supervision could be provided out of any Probation office space located at JKBS.

2. Phase II – Serving juveniles diverted from Probation custody in the Juvenile Hall, and age-appropriate children in both the Child Welfare system and in FIRST/Wraparound services

   Rationale: Keeping with the "there's no place like home" philosophy, many casework and treatment services will be delivered in the home of the child/youth. This is particularly important for cultural relevance with Hispanic or Native American families who may not always be comfortable seeking services at a "County" facility, but are very willing to have a caseworker in their homes.

   A diversion from Probation approach allows enhanced use of funds that flow through HHS for front-end services, and can reduce the need for later County General Fund expenditures through Juvenile Probation. Augmentation of such front-end services is being considered at the federal level in Congress currently.

   Expand the service delivery model to include at-risk youth who are in the Child Welfare system and their families. The same services will be offered, however treatment services must be based on risk level. Recreation, family activities, education and life skills can include a mixed population. Services will be provided by existing staff as in Phase I. In the event vacancies occur, duties and tasks will be evaluated to take advantage of any categorical funding offsets available.

   Existing facilities will be used in Phase II. However, as the programs develop, the implementation team will begin to explore the need for, and type of dedicated facility to most efficiently use staff and other resources.

3. Phase III – Serving juveniles populations identified in Phase II, plus at-risk Probation adults

   There is a tremendous need for services to adult Probationers. Phase III of this plan will include services for adults including job readiness, vocational, educational and behavioral health services (mental health and addictions).

4. Phase IV – Serving juvenile and adult populations identified in above phases, plus at-risk HHS adults

   By this time we should have a fairly good idea of our capacity both for staffing and facilities. Inclusion of other at-risk adults served by HHS should be manageable. However, additional staff may be needed, contingent upon the number of people served, as well as the intensity/frequency of services required to produce desired outcomes.

B. Outcome Measurements

1. Track the number of youth being served in a Juvenile Hall setting, both locally and out-of-county, and related issues
2. Track times and nature of law enforcement calls to Probation impacting on-call costs and decision-making as referenced in the March 3rd reports regarding plans to meet requirements for 72-hour mid-week and after-hours detention of youth.
3. Increase utilization of local resource families when placement is needed for youth, again intersecting with CA's Continuum of Care Reform
4. Increase the number of services available to youth within the community, and provide tight coordination of those services for at-risk youth
5. Increase the number of at-risk youth being served with all youth within the community
6. Increase the number of family members engaged in services with/for their children/youth
7. Set up baseline and longitudinal measures to determine whether or not juveniles who age out of the juvenile system enter the adult criminal justice system within the subsequent five (5) years.

C. Training Needed to Support Service Transition and Delivery

1. On-going consultation, training and technical assistance to HHS-Probation Leadership/Implementation Team. This is already funded and provided by U.C. Davis under contract with the California Department of Social Services, with a small local HHS match of County Non-General Funds. Probation also has access to and uses some training funds through the Youth Offender Block Grant.

   Samples of some on-going evidence-based/best practice training for employees and resource families in service delivery system already requested by HHS and Probation for the coming year include:
   a. Understanding and embracing Transformational Change
   b. Interactional skills of helping
   c. Family engagement
   d. Implementing change through a family systems approach
   e. Motivational interviewing
   f. Comprehensive assessment skills
   g. Case planning/management
   h. Trauma-informed care of children and youth

D. Outstanding Issues to Address for Moving Forward

1. (Pre-Phase I) Execution of contracts for out-of-county placement options

2. (Phase I) Labor/bargaining with Juvenile Hall employees, with Probation Officers and HHS employees around changing work sites, schedules and, possibly, duties.

3. (Phase I) Addressing and managing tension between our public missions: serving our clients – including allowance for flexible services timed when families actually need the services – while recognizing the need of our workforce for less intrusive and more predictable work schedules.

4. (Phases I-IV) On-going additional training for resource families, employees and service partners as part of California's Continuum of Care Reform in foster/group care system, to enhance Inyo's local care system using outcomes-focused best practices.

5. (Phases I, II, III) Development of and coordination of additional recreational and leisure time youth and family activities to obviate youth's inappropriate use of down time that leads to in-trouble activities.

6. (Phase I-IV) Development of pool of adults for providing alternative activities that prioritize service to high-risk youth, including but not limited to activities such as art, music, structured and unstructured sports, fitness and nutrition/cooking, computer technology, vocational training, community gardening, etc.

7. (Phase I) Development of a coordinator (suggest Range 70) of alternative activities with tight youth and family case management and communication of such activities with local Resource Families for placement stabilization and with local biological families.

8. (Phase I & II) Refine outcome measures and benchmarks along the way.

9. (Phases I, II, & III) Maximize HHS fiscal trainings to enhance learning around creative, but allowable and audit-proof uses of funds.

10. (Phases I-IV) Allow for and plan for staff turnover, and how to keep the changed service model going in spite of staff vacancies.

11. (Phases I-IV) Provide on-going partner communication/engagement to bring our partners along with system and service changes.

12. (Phases I-III) Request additional HHS-funded positions that will allow for service enhancement – outside of a custody setting—including one-two behavioral aides/HHS Specialists, one Addictions Counselor I, one child & family Psychotherapist/Psychotherapist intern.

13. (Phases I-IV) Allow for course correction during fiscal year 2016-17, including but not limited to:
    a. Plan for the possibility of complete closure of the Juvenile Hall in approximately one year

b. Plan for other residential options not currently being considered for Probation youth
c. Address unexpected difficulties in enhancing bed availability or in development of additional services needed

A. **BUDGET AND PERSONNEL**
Using status quo budget for Juvenile Probation, fund existing personnel to provide most re-designed services and tasks, including coordination of recreational and leisure activities.

B. Using HHS & Probation Foster Care Recruitment and Retention funds, request an additional Social Work Supervisor position (Range 76) to
- Develop increased local bed capacity for Probation youth.
- Develop/coordinate/provide State-required training for caregivers and employees.
- Develop and participate in a round-the-clock system for the provision of on-going professional support for resource family caregivers and difficult youth behavior.
- Coordinate and facilitate Youth/Family Councils for evaluation, outcomes and feedback loop

C. Using HHS Behavioral Health funds, request additional behavioral aide positions to support requests from local foster parents/relative caregivers to be effective caring for Probation youth, and to assist in oversight, monitoring of re-designed services at various service locations.

ATTACHMENTS:

I. Memorandum of Understanding (MOU) Between the County of Inyo, Inyo County Superintendent of Schools, and Bishop Unified School District Regarding the Provision of Juvenile Services and the Operation of a Court School

II. Sample Calendars of Possible Probation & HHS Programs

III. Sample Schedule for Probation/HHS Youth & Family Services using existing Probation staff

IV. Federal Requirements for Both Child Welfare and Juvenile Probation Placement Cases

ATTACHMENT I

Memorandum of Understanding (MOU) Between the County of Inyo, Inyo County Superintendent of Schools, and Bishop Unified School District Regarding Provision of Juvenile Services and the Operation of a Court School

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF INYO, INYO COUNTY BOARD OF EDUCATION, INYO COUNTY SUPERINTENDENT OF SCHOOLS, AND BISHOP UNIFIED SCHOOL DISTRICT REGARDING THE PROVISION OF JUVENILE SERVICES AND THE OPERATION OF A JUVENILE COURT SCHOOL

RECITALS

This Memorandum of Understanding (MOU) is entered into _____, 2016, by and between the County of Inyo ("the County"), the Inyo County Board of Education (the "Board of Education"), the Inyo County Superintendent of Schools (the "ICSOS"), and the Bishop Unified School District (the "BUSD"), referred to jointly in this MOU as the Parties, to identify the respective responsibilities of the Parties, acting independently and in concert, relative to the BUSD's continued operation of the Keith Bright School (a juvenile court school sometimes referred to herein as the "Keith Bright Juvenile Court School") should the Inyo County Juvenile Center transition to the Special Purpose Juvenile Hall, and more fully delineate and coordinate the juvenile services that will be provided by the Inyo County Probation Department ("Inyo Probation") and the Inyo County Health & Human Services Department ("Inyo HHS") in conjunction with the continued operation of the Keith Bright Juvenile Court School for the benefit of at-risk children, their families, and the community.

WHEREAS, Inyo Probation has certain state-mandated responsibilities for juvenile services, which includes supervision of minors placed on probation (WIC 602a). Inyo Probation's Juvenile Services Division accomplishes this by enforcing court orders, assisting victims, and utilizing local and out of county resources in order to facilitate the rehabilitation of young offenders. Inyo Probation uses recognized best practices to supervise the youth on probation, which may include youth ordered by the Court to attend juvenile court school. Inyo Probation is committed to maintaining effective partnerships with Inyo HHS, Educators, and the Superior Court ("the Court") to provide early intervention programs in an effort to reduce the number of juveniles seen in Court; and,

WHEREAS, Inyo HHS also has certain state-mandated responsibilities for providing services to juveniles, which may include juvenile offenders under Court jurisdiction who are ordered to attend juvenile court school; and,

WHEREAS, the Board of Education is responsible for providing for the administration and operation of a juvenile court school under applicable requirements of state law (Education Code, Section 48600 – 48667); and,

WHEREAS, the Board of Education has met its responsibility to administer and operate a juvenile court school through an agreement with the BUSD; and,

WHEREAS, the juvenile court school operated at the Inyo County Juvenile Center (Juvenile Hall) has been known as the Keith Bright School; and,

WHEREAS, the BUSD receives no compensation from the ICSOS, Board of Education, or County, to operate the Keith Bright School, but the operation of the Keith Bright School benefits all schools and children in the BUSD; and,

WHEREAS, the Inyo County Juvenile Center (Juvenile Hall) has been in operation since 1995. Over the last several years, the average daily population in Juvenile Hall has declined to a point (e.g., to less than five (5) juvenile offenders being incarcerated at any one time) where it may not be cost-effective or desirable for the County to continue to operate the Juvenile Hall as a 24-hour a day, seven day per week facility. This is due, in part, to the introduction of new programs provided by Inyo Probation. Presently, Inyo Probation Officers spend the majority of their time engaged in the supervision and case management of high risk/high needs cases, which is the intended target population of evidence based practices. By using risk and needs assessments to evaluate cases on the front-end, and doing a better job in the case management of formal cases, Inyo Probation's efforts have resulted in the Court having to sentence fewer juveniles to being detained in the Juvenile Hall, which is the intended outcome and goal of using evidence-based programs

WHEREAS, the average daily population statistics at the Inyo County Juvenile Hall mirror state and national trends that show a declining number of youth being detained, and an overall reduction of delinquent youth crime; and,

WHEREAS, as result of these trends, Inyo County may transition the Inyo County Juvenile Center from a full service Juvenile Hall to a Special Purpose Facility operated for the detention of youth Friday through Monday (a weekend-only Juvenile Hall) and under no circumstances would youth be detained at the Inyo County Juvenile Center for a period longer than 96 hours; and,

WHEREAS, the ICSOS and the BUSD Superintendent have expressed a strong interest in continuing to operate the Keith Bright School even if the Inyo County Juvenile Hall transitions to the a weekend-only Juvenile Hall; and,

WHEREAS, the Board of Education has decided to relocate the Keith Bright School to the Jill Kinmont Boothe School campus in Bishop, and the ICSOS has offered to provide office space at the Jill Kinmont Boothe School for Inyo Probation and Inyo HHS staff to provide services to juveniles and their families; and,

WHEREAS, the Inyo County Board of Supervisors recognizes the benefits provided by the juvenile court school and desires to support the Board of Education, ICSOS, and BUSD in the continued operation of the Keith Bright School and for the benefit of juveniles, the schools, and the community; and,

WHEREAS, the Parties are joined by Inyo Probation and Inyo HHS, the Court, and teachers and educators through Inyo County in supporting the continued operation of the Keith Bright School; and,

WHEREAS, the Parties desire to coordinate the juvenile services that will be provided by Inyo Probation and Inyo HHS in conjunction with the continued operation of the Keith Bright School for the benefit of at-risk children, their families, and the community; and,

WHEREAS, the Parties desire to identify the respective responsibilities of the Parties, acting independently and in concert, relative to the operation of the Keith Bright School.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The recitals set forth above are incorporated herein by this reference as though set forth fully.

2. The Board of Education agrees to continue to provide for the operation of the Keith Bright Juvenile Court School pursuant to its agreement with BUSD.

3. The BUSD agrees to continue to operate the Keith Bright Juvenile Court School.

4. Operation of the Keith Bright Juvenile Court School shall continue to be the sole purview of the BUSD, with appropriate cooperation and coordination with Inyo Probation and Inyo HHS, as outlined in this MOU.

5. The Keith Bright Juvenile Court School will be located at the ICSOS offices and on the Jill Kinmont Boothe School campus at 166 Grandview Dr., Bishop, CA 93514 (the "ICSOS Campus").

6. The ICSOS agrees to provide suitable classroom and office space (the "co-located office space") at no cost for those Inyo Probation and/or HHS staff who may be located at Keith Bright Juvenile Court School.

7. The County agrees to make every effort to have an Inyo Probation and/or HHS staff presence on the ICSOS Campus on school days. It is understood that County staff presence during these times is subject to availability, and to the extent that staff is not assigned to other juveniles services priorities, such as a needing to support the mid-week intake and detention of a youth at the Juvenile Hall pending a hearing. While Inyo HHS staff may have offices on the ICSOS Campus, the services provided by those staff will be limited to the following:
    - School-based case management intervention or behavioral aide services to previously identified children and youth who have in their required HHS case plan that such services are necessary to ameliorate the issues that originally brought the child/youth into HHS services.

- School-based social work interventions with children and their parents as part of their required case plan that identifies such services for resolving the issues that originally brought them into HHS services.
- Investigatory interviewing of children/youth, as legally allowed, of reports of suspected child abuse or neglect.
- After-school educational classes for youth or for their parents, including but not limited to: evidence-based parenting education, nutrition/culinary classes or workshops, youth councils, parent councils, multi-family dinners/educational sessions, etc.

HHS staff's presence on the campus may be further limited by staff needing to provide similar services on other Inyo County schools campuses, or to when the presence of HHS staff is consistent with state or federal guidelines necessary to draw down funds to pay for those staff salaries. County staff will not be assigned to the co-located office space without the approval of the BUSD Superintendent.

Inyo Probation assigned to the ICSOS campus may assist school administration, teachers and students by helping to maintain a structured and respectful learning environment. Additional services provided could include: morning searches, drug testing, truancy sweeps for students who fail to arrive to school, lunch time monitoring, afterschool programs, availability to respond to incidents throughout the school day, and/or transportation if needed. The assignment of County staff to the co-located office space does not preclude them from providing juvenile services to other school campuses or County service locations. Notwithstanding the foregoing or any other provision of this MOU, the Parties understand that Inyo Probation is not assuming any responsibility to ensure the safety or security of students, teachers, staff, or the public, or to provide security services of any kind at the ICSOS Campus or any other school facility.

8. The Chief Probation Officer and Health and Human Services Director will use their best efforts to minimize the time that staff under their respective supervision and with offices at the ICSOS Campus are away from the Campus pursuant to the provisions set-forth above. Further circumstances that could result in County staff not being at the ICSOS campus include: when the need arises to assign Inyo Probation staff to work in the Juvenile Hall mid-week for 72-hour detention of juveniles; when Inyo Probation staff is required to transport juvenile offenders to or from out-of-county placements; when Inyo Probation and/or HHS staff are assigned to provide juvenile services on other school campuses; or when Inyo Probation and/or HHS staff are providing services to juveniles and their families at other locations in the County.

9. If a Juvenile Deputy Probation Officer is not housed in the co-located office space, then Inyo Probation agrees that a Probation staff member will endeavor to visit the ICSOS Campus on a daily basis. Inyo Probation will endeavor to ensure that the Probation staff member is available to support the ICSOS's and BUSD Superintendent's request that the Probation staff member begin their day at the ICSOS Campus and perform the following tasks: drug testing, attendance monitoring, student interaction and possible truancy pick-up.

10. Enrollment in the Keith Bright Juvenile Court School is made by an Order of the Court. As such, the Parties anticipate that the parents or custodians of the students will be responsible for complying with the Court Order to deliver and collect their charges from the Keith Bright Juvenile Court School. However, in certain circumstances and on a case-by-case basis, Inyo Probation and Inyo HHS may provide limited transportation to and from the Keith Bright Juvenile Court School.

11. In formulating recommendations to the Court that could result in a Court Order for a juvenile to attend the Keith Bright Juvenile Court School, the responsible Inyo Probation and HHS staff members will consult and take into consideration information provided by school officials. Once a youth has been ordered by the Court to attend the Keith Bright Juvenile Court School, Probation staff will notify the Keith Bright Juvenile Court School Principal or the on-site Director of Alternative Education regarding start date and pertinent information.

12. As long as Keith Bright Juvenile Court School is located on the ICSOS Campus, the ICSOS agrees to make facilities on the campus, including the kitchen, conference room and counseling offices, available to Inyo Probation and Inyo HHS during non-school hours to provide programs and services to at-risk juveniles and their families. Inyo Probation and HHS personnel will coordinate such services and facility use with the Director of Alternative Education.

13. There are no intended third party beneficiaries to this MOU.

14. All acts of each of the Parties, their agents, officers, and employees, relating to the performance of this MOU shall be on their own behalf and not as agents, officers, or employees of the other Parties. No Party by virtue of this MOU has authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, any other Party. No agent, officer, or employee of any Party is to be considered an agent, officer, or employee of another Party. It is understood that this MOU shall not, under any circumstances, be construed to create an employer-employee relationship, partnership, or a joint venture by the Parties. Nothing in this MOU is intended to nor shall be construed as creating a monetary obligation of any Party to the other Parties; except as may be included within the parties' obligations set forth below to defend, indemnify, and hold each other harmless..

15. Each Party shall defend, indemnify, and hold harmless the other Parties, their 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 MOU by that Party or the Party's agents, officers, or employees. Each Party's obligation to defend, indemnify, and hold the other Parties, their agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Each Party's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of the Party, its agents, employees, supplier, or anyone

directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

16. Any notices which any Party shall be required or may desire to make pursuant to this MOU shall be in writing and may be personally served, or sent by prepaid first-class mail to the other Parties as follows:

The County:

Inyo County Administrator — Department
P.O. Drawer N — Mailing Address
Independence, CA 93526 — City/State/Zip

The ICSOS:

Lisa Fontana, Superintendent — Name
P.O. Drawer G — Mailing Address
Independence, CA 93526 — City/State/Zip

The BUSD:

Barry Simpson, Superintendent — Name
301 N. Fowler — Mailing Address
Bishop, CA 93514 — City/State/Zip

The Board of Education:

Inyo County Board of Education — Name
P.O. Drawer G — Mailing Address
Independence, CA 93526 — City/State/Zip

17. The initial term of this MOU shall be for one (1) year, but may be extended in one (1) year increments by the mutual written consent of all Parties. It is expected that throughout the term of this MOU, the Parties will meet at least once per month to evaluate whether the MOU is achieving its desired objectives and, if necessary, this MOU may be modified upon the written consent of all Parties as deemed necessary to meet those objectives. This MOU may be canceled by any Party without cause, and at will, for any reason by giving to the other Parties sixty (60) days written notice of such intent to cancel.

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

19. The Parties acknowledge have jointly drafted and prepared this MOU; thus any ambiguity shall not be construed against any Party. Furthermore, the Parties have each had the opportunity to be represented by legal counsel with respect to the preparation of this MOU if they so desired.

This MOU is entered into on the date first written above. All parties and signatories to this MOU warrant and represent that they have the power and authority to enter into this MOU in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by them.

COUNTY OF INYO

By:_____
Jeff Griffiths, Chair
Board of Supervisors

INYO COUNTY BOARD OF EDUCATION

By_____
Lisa Fontana
Inyo County Superintendent of Schools

BISHOP UNIFIED SCHOOL DISTRICT

By _____
Barry Simpson
BUSD Superintendent

APPROVED AS TO CONTENT:

_____
Jeff Thomson, Chief Probation Officer

_____
Jean Turner, Health & Human Services Director

APPROVED AS TO FORM:

_____
COUNTY COUNSEL

ATTACHMENT II

Sample Calendars of Possible Probation & HHS Programs

Sample Calendar of Possible Probation Programs and Services

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	OFF – On-call DPO/GC	2 GC daily	3 GC daily	3 GC daily	3 GC daily	2 GC daily	2 GC daily
8:00 – 9:00 am		1 GC – morning duty - court school 1 GC – Bishop office duties	1 GC – morning duty - court school 2 GC – Independence office duties	1 GC – morning duty - court school 1 GC – Bishop office duties	1 GC – morning duty - court school 1 GC – Bishop office duties	1 GC – morning duty - court school 1 GC – Bishop office duties	2 GC – Journaling Group; MRT Group; Recreational/ educational outings
9:00 – 10:00 am		School GC – truancy sweeps; school visits; home base case management Bishop Office GC - Risk assessments; bail reviews; transports; Drug testing various duties	School GC – truancy sweeps; school visits; home base case management Indy Office GC - Risk assessments; bail reviews; transports; Drug testing various duties	School GC – truancy sweeps; school visits; home base case management Bishop Office GC - Risk assessments; bail reviews; transports; Drug testing various duties	School GC – truancy sweeps; school visits; home base case management Bishop Office GC - Risk assessments; bail reviews; transports; Drug testing various duties	School GC – truancy sweeps; school visits; home base case management Bishop Office GC - Risk assessments; bail reviews; transports; Drug testing various duties	
10:00 – 11:00 am							
11:00 – 12:00 pm							
12:00 – 1:00 pm		LUNCH School GC – lunch duty at court school	LUNCH School GC – lunch duty at court school	LUNCH School GC – lunch duty at court school	LUNCH School GC – lunch duty at court school	LUNCH School GC – lunch duty at court school	

8 a.m. to Noon

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	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	OFF – On-call DPO/GC						
1:00 – 2:00 pm		Bishop Office GC – duties; pre-trial check-ins; drug testing; various duties	Indy Office 2 GC – Owens Valley High/Lone Pine services	Bishop Office GC – Bishop office duties	Bishop Office GC – Bishop office duties	Bishop GC – Bishop office duties	
2:00 – 3:00 pm		School GC – after school duty at court school Bishop Office GC - Drug testing; transports; various duties	School GC – after school duty at court school South County services – drug testing, check-ins, various duties	School GC – after school duty at court school Bishop Office GC - Drug testing; transports; various duties	School GC – after school duty at court school Bishop Office GC - Drug testing; transports; various duties	School GC – after school duty at court school Bishop Office GC - Drug testing; transports; various duties	
3:00 – 4:00 pm							
4:00 – 5:00 pm							
5:00 – 6:00 pm		GC/DPO Journaling Group; MRT Group	GC/DPO Journaling Group; MRT Group	GC/DPO Journaling Group; MRT Group	GC/DPO Journaling Group; MRT Group	GC/DPO Journaling Group; MRT Group duty	

1 p.m. to 6 p.m.

GC – Group Counselor (existing staff)

DPO – Deputy Probation Officer

ART – Aggression Replacement Training – will be conducted at JKBS 1 time each semester – **CURRENT PRACTICE**

MRT – Moral Reconation Therapy – MRT will be facilitated by Probation and HHS staff on an as needed basis.

- Available personnel to provide minimum 1 time each week services to South County on an as needed basis.
- **DETAINED YOUTH WILL RECEIVE THE HIGHEST STAFFING PRIORITY THROUGHOUT THE WEEK**

New services provided to support court school

New services provided to youth

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Sample Calendar of Possible HHS Programs and Services

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY-SUNDAY
	8:30 am-2:30 pm					Based on needs of identified families, HHS Specialists (Behavioral Aides and/or other HHS paraprofessionals), or professional staff may be assigned 2-4 hours shifts, with a flexed work week or alternate work day schedule. Back-up on-call provided by appropriate on-call system: Mental Health, Child Protective Services (CPS), or FIRST(Wrap-around)
Behavioral Health	Child & family *Psychotherapists, Addictions Counselors* and *HHS Specialists/Behavioral Aides* provide: • Parent-Child Interactive Therapy (PCIT) with very young children; • serve identified school-aged children on their school campuses, contingent upon individual child's diagnosis & treatment plan; • participate in treatment team meetings, clinical supervision, & Medi-Cal utilization/quality assurance meetings; • some also are assigned to work with adult populations. • A proposed new child & family *psychotherapist* will provide additional MRT and other cognitive behavioral therapy to children/youth and families referred by Probation, CPS and other stakeholders, as well as provide new State required therapeutic support and training for foster parents/caregivers.					
Child Protective Services (CPS)	*Social Workers*: • conduct countywide investigations of reported Suspected Child Abuse/Neglect; • provide required services to on-going families (for 6 months to multiple years): interview family members, write Court reports, coordinate with attorneys, CASAs, caregivers/other stakeholders & appear in Juvenile Court, provide social work interventions with parents & extended family, coordinate & ensure follow-through on referrals for other services; • input all social work activities into electronic statewide casework system. *HHS Specialists:* • receive Suspected Child Abuse Reports & input into statewide case management system; • process paperwork for applications for licensure as family day care and/or foster care/relative caregiver; • conduct investigations of licensing complaints; • transport dependent children & parents, as necessary, to local and out-of-area medical appointments, Court hearings, & other service appointments; • provide Court-ordered supervision of parent-child visits. A proposed *new Supervisor* position would: • provide enhanced recruitment activities; • provide on-going needs assessment with caregivers and mentors; • respond by coordinating activities for children/youth & families; and • provide intensive in-home caregiver and mentor retention services.					
FIRST (Wraparound)	Provide intensive (multiple in-home weekly sessions) home-based social work/therapeutic interventions to prevent/eliminate the need for children/families to enter either the Child Welfare or Juvenile Probation systems, and/or to reduce their time in those systems.					

2:30 pm-6:00 pm (flexing work week schedules of individual employees)	
Behavioral Health	Child & family *Psychotherapists, Addictions Counselors* and *HHS Specialists/Behavioral Aides* provide: • Parent-Child Interactive Therapy (PCIT) with very young children; • serve identified school-aged children in groups, individually or with family (including MRT, ART), contingent upon individual child's diagnosis & treatment plan; participate in treatment team meetings; • some are assigned to work also with adults. • A proposed new child & family *psychotherapist* will provide additional MRT and other cognitive behavioral therapy to children and families referred by Probation, CPS and other stakeholders, as well as provide new State required therapeutic support and training for foster parents/caregivers.
Child Protective Services (CPS)	*Social Workers:* • conduct countywide investigations of reported Suspected Child Abuse/Neglect; • provide required services to on-going families (for 6 months to multiple years): interview family members, write Court reports, coordinate with attorneys, CASAs, caregivers/other stakeholders & appear in Juvenile Court, provide home/community-based social work interventions with parents & extended family, coordinate & ensure follow-through on referrals for other services; • input all social work activities into electronic statewide casework system. *HHS Specialists:* • receive Suspected Child Abuse Reports & input into statewide case management system; • process paperwork for applications for licensure as family day care and/or foster care/relative caregiver; • conduct investigations of licensing complaints; • transport dependent children & parents, as necessary, to local and out-of-area medical appointments, Court hearings, & other service appointments. • provide Court-ordered supervision of parent-child visits. • Supervise children/youth, but not teach/lead, various service options, including but not limited to: homework/study club, art classes, family fitness & nutrition programs, cooking classes, intergenerational community gardening or learning about a trade, vocational skills development, etc. May also organize & facilitate individual or multi-family monthly dinners. A proposed *new Supervisor* position would: • provide enhanced recruitment activities; • provide on-going needs assessment with caregivers and mentors; • respond by coordinating activities for children/youth & families; and • provide intensive in-home caregiver and mentor retention services.
FIRST (Wraparound)	Provide intensive (multiple in-home weekly sessions) home-based social work/therapeutic interventions to prevent/eliminate the need for children/families to enter either the Child Welfare or Juvenile Probation systems, and/or to reduce their time in those systems.

6:00 pm-9:00 pm (flexing work week schedules of individual employees)		
Behavioral Health	Child & family *Psychotherapists, Addictions Counselors* may provide educational or other group sessions around specialty areas of expertise to parents, caregivers and extended family members. A proposed new child & family *psychotherapist* will provide additional MRT and other cognitive behavioral therapy to children and families referred by stakeholders. *HHS Specialists (Behavioral Aides* may supervise children/youth, but not teach/lead, various service options, including but not limited to: homework/study club, art classes, family fitness & nutrition programs, cooking classes, intergenerational community gardening or learning about a trade, vocational skills development, etc. May also organize & facilitate individual or multi-family monthly dinners. A proposed new child & family *psychotherapist* will provide additional MRT and other cognitive behavioral therapy to children and families referred by stakeholders, as well as provide new State required therapeutic support and training for foster parents/caregivers.	
Child Protective Services (CPS)	*Social Workers* provide monthly support to foster parents/relative caregivers in group training & dinner meeting. *HHS Specialists* provide monthly support to foster parents/relative caregivers in group training & dinner meeting. A proposed *new Supervisor* position would organize, coordinate & participate in regular bi-weekly or monthly Family Group meetings and Youth Council meetings, and coordinate and develop training topics/speakers for foster parents/caregivers.	
FIRST (Wraparound)	Provide intensive (multiple in-home weekly sessions) home-based social work/therapeutic interventions to a small number of families to prevent/eliminate the need for children/families to enter either the Child Welfare or Juvenile Probation systems, and/or to reduce their time in those systems.	

Proposed new services provided as part of coordinated Area Resource Services AND as part of implementation of California's Continuuum of Care Reform of foster/group home care for various children/youth, as outlined as phased-in implementation of Area Resource Center

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ATTACHMENT III

Sample Schedule for Probation/HHS Youth & Family Services
Using existing Probation staff

DRAFT - SAMPLE SCHEDULE FOR PROBATION/HHS YOUTH & FAMILY SERVICES, USING EXISITNG PROBATION STAFF ALONG WITH HHS STAFF - DRAFT

<table>
<tr><th>SCHEDULE: MONDAY-FRIDAY</th><th>STAFFING – IN SHIFTS</th><th>LOCATION</th></tr>
<tr><td>6:00-7:45 am: HHS/Probation Behavioral Aide in home, if necessary, to ensure youth is awake, showered, fed and ready for school. Transport to school</td><td rowspan="3">SHIFT 1 – Total staff: 1-2 as needed
1-2 FTE Probation Group Counselors (existing), and/or
1-2 FTE HHS Behavioral Aides (new)</td><td>Minor's home (biological or resource family Home)</td></tr>
<tr><td>8:00-2:15: School day, with behavioral aide assigned to youth, if necessary</td><td>Minor's school</td></tr>
<tr><td>2:15 pm: Minor transported to service location</td><td>From Minor's school to service location(s)</td></tr>
<tr><td>2:30-6:00 pm: Minor participates in various service options, including but not limited to:
1. Homework/Study club with tutor/aide
2. Family counseling
3. Adolescent/child group counseling for addictions, social skills, etc., including but not limited to
a. Moral Reconation Therapy (MRT)
b. Aggression Reduction Therapy (ART)
c. Journaling groups
d. Other groups
4. Art classes with other youth
5. Sports programs
6. "Family Strength" fitness and nutrition program
7. Peer-based fitness programs for youth
8. Peer-based nutrition/cooking class for youth
9. Intergenerational service (with older adults) to maintain community garden,
Learn a trade, teach computer/internet skills to older adults
10. Community work service
11. Vocational skills development
12. Specific scheduled appointments with health care provider, Probation Officer/Social Worker/Behavioral Health counselor, FIRST case manager</td><td rowspan="3">SHIFT 2 – Total staff: 2-4
2 Group Counselors (existing), and/or 2 HHS Behavioral Aides (new)

Social Workers, Probation Officers, Psychotherapists, FIRST case managers, as needed, for specific family appointments

2 FTE Probation Group Counselors conducting MRT/Journaling groups, supervision & monitoring of participation, transportation, program instruction.

2 FTE HHS Behavioral Aides conducting MRT/Journaling groups, supervision and monitoring of participation, transportation, program instruction

2 FTE Deputy Probation Officers providing case management for youth on Probation and other existing case managers in Child Welfare and Behavioral Health for youth on those caseloads</td><td>Various existing service locations</td></tr>
<tr><td>6:00-7:00 pm: Family dinner, including transportation to and from, and including periodic multi-family dinners to build/strengthen support for one another</td><td>Various locations</td></tr>
<tr><td>7:00-9:00 pm: In early engagement months, may need to repeat some of same menu of options as above 2:30-6:00 menu.
For youth/families progressing effectively in their abilities to reduce/eliminate</td><td>Various existing location</td></tr>
<tr><td></td><td>1 FTE HHS Behavioral Aide or HHS Specialist
1 FTE Supervisor for recruiting, training & retaining resource families and to facilitate Youth/Family Councils</td><td></td></tr>
</table>

precipitating events (into our systems), this block of time could be used for : 1. Family or peer movie time 2. Other monitored peer recreation opportunities 3. Leisure reading, hobbies, other screen time 4. Meet as a Youth Council/Family Council to provide a feedback loop to service providers about what worked and didn't work to support their progress and stay engaged around continuous quality improvement of services to youth and families, as well as assist in provision of mentoring/services to new youth/families.		
SCHEDULE: WEEKENDS	**STAFFING**	**LOCATION**
Require specific scheduled activities for youth/families who cannot manage too much down time, choosing from activities developed by person with task of activities coordination	***WEEKEND SHIFTS*** ***Total Staff Needed: will vary according to needs of current youth and families*** **Flexed schedule for Probation Group Counselors, HHS Behavioral Aides/HHS Specialists for 4-hour schedules, with back-up on-call staff from Probation, Child Welfare and** Behavioral Health	In client homes or in community where activity is based

ATTACHMENT IV

Federal Requirements for Both Child Welfare and Juvenile Probation Placement Cases

FEDERAL REQUIREMENTS FOR BOTH CHILD WELFARE AND JUVENILE PROBATION PLACEMENT CASES*

Case files are reviewed regularly in all California counties for documentation of casework demonstrating the following:

1. Children are, first and foremost, **protected from abuse in neglect** (timeliness of initiating investigations of reported maltreatment)

2. Children are **safely maintained in their homes** whenever possible and appropriate (service provided to family to protect child in the home & prevent removal or re-entry into out-of-home care; risk and safety assessment/management)

3. Children have **permanency and stability** in their living situations (stability of placement; permanency goal for child; achieving reunification, guardianship, adoption, or other permanent living arrangement)

4. Continuity of **family relationships and concerted efforts are made to ensure connections are preserved** for children (connections defined as: placement with siblings; visiting parents & siblings in care; preserving connections: neighborhood, community, faith, language, extended family, tribe, school, friends)

5. **Families have enhanced capacity** to provide for their children's needs (documentation of child's and family's participation in their own case planning and assessment of social competencies, attachment & caregiver relationships, social relationships and connections, social skills, self-esteem & coping skills, independent living skills for adolescents, mental/behavioral competencies, recreational needs, child care, employment training, financial planning skills, post-high school planning)

6. Children receive **appropriate services to meet their educational needs** (including educational assessment in case file conducted by agency; separate educational assessment conducted by school and in agency case file; documentation of needed services: special education & documentation of agency's advocacy for special education if needed, tutoring, educational mentoring, early intervention preschool)

7. Children receive **adequate services to meet their physical and mental health needs** (physical health, dental health, trauma-informed behavioral health including substance abuse)

**from Child and Family Services Reviews-Onsite Review Instrument, January 2016, U.S. Department of Health & Human Services Administration for Children & Families*

#40

INYO COUNTY
FISH AND WILDLIFE COMMISSION

787 NORTH MAIN STREET STE 220
BISHOP, CA 93514

COMMISSION MEMBERS
DOUGLAS BROWN
GARY GUNSOLLEY
BRUCE IVY
GARRETT McMURTRIE
JOE PECSI

ALTERNATE MEMBER
JOHN FREDERICKSON

REPLY TO:
Pat Gunsolley, Secretary
4801 Alison Lane
Bishop, CA 93514
pgunsolley@gmail.com

August 1, 2016

Inyo County Board of Supervisors
P. O. Drawer N
Independence, CA 93514

Gentlemen:

At their July 21, 2016 meeting the Inyo Fish and Wildlife Commission considered and approved requesting the Board of Supervisors approve the following requests.

Moved by Commissioner Pecsi and seconded by Commissioner McMurtrie to request the Board of Supervisors approve a $3,000 expenditure from the Inyo Fine Fund for the purchase of trout from the Desert Sprints Trout Farm for trout planting in the Bishop Creek Drainage in mid-September, contingent upon matching funds from the Bishop Chamber of Commerce. Motion carried unanimously.

Moved by Commissioner McMurtrie and seconded by Commissioner Pecsi to request the Board of Supervisors approve an additional $2,000 expenditure from the Inyo Fine Fund, if funding is available, for the purchase of trout from the Desert Sprints Trout Farm for trout planting in the Bishop Creek Drainage in mid-September, contingent upon matching funds from the Bishop Chamber of Commerce. Motion carried unanimously.

Attached are the draft minutes of the July Fish and Wildlife Meeting, along with a copy of the request from the Bishop Chamber of Commerce.

Sincerely,

Patricia Gunsolley

Patricia Gunsolley, Secretary

FISH AND WILDLIFE COMMISSION
MINUTES
July 21, 2016 Meeting

The Inyo County Fish and Wildlife Commission met on July 21, 2016, in the Conference Room at the California Department of Fish and Wildlife Office in Bishop, California as follows.

Call to Order: The Chairperson called the meeting to order at 2:30 p.m. and led the Pledge of Allegiance.

Roll Call: The Commission Members present were Doug Brown, presiding as Chairperson, Joe Pecsi, Larry McIntosh, Steve Ivy, and Voting Alternate, John Frederickson. Commission Member Garrett McMurtrie joined the meeting at 2;45 p.m.

Public Comment: The Chairperson announced the public comment period. Gaye Mueller updated the Commission on the Mono County Fisheries Commission activities. Commissioner Fredrickson reported that he had spoken with Tom Jenkins and said that Mr. Jenkins had agreed to provide the mapping information for the Eastern Sierra Fishing Guide and Map. Commissioner Pecsi reported that Inyo County had received a $500,000 Grant for the LORP Project. He said that the California Boating and Waterways Commission would be holding a meeting in Bishop in August to consider other grant applications for additional Eastern Sierra grant projects.

Financial Report: The Commission secretary, Ms. Gunsolley, provided the financial report regarding the Fish and Game Budget and Fish and Game Fine Fund to the Commission members. It was reported that the year-to-date Fish and Game Fine fund balance remains at approximately $10,845.

Action Item - Approval of Minutes: Moved by Supervisor Pecsi and seconded by Commissioner McMurtrie to approve the minutes of the May 19, 2016 meeting; motion carried unanimously with Commissioners Pecsi, McMurtrie and Frederickson voting yes, and with Commissioners Brown, McIntosh and Ivy abstaining. Moved by Commissioner Ivy and seconded by Commissioner Fredrickson to approve the minutes of the June 16, 016 meeting; motion carried unanimously with Commissioners Brown, McMurtrie, McIntosh, Ivy and Fredrickson voting yes, and with Commissioner Pecsi abstaining. *(For purposes of approving the minutes, voting Alternate, Commissioner Fredrickson, participated in the meeting as a voting member. At the conclusion of this action item Commissioner Fredrickson participated in the meeting as a member of the public and did not vote on any other action items.)*

Action item – Gaye Mueller: Gaye Mueller provided additional information on her request for up to $2,500 for partial funding to print the Eastern Sierra Fishing Guide and Map (cost to be shared between Mono County Fisheries Commission, Mammoth Lakes Tourism, Bishop Chamber of Commerce, and Inyo County Fish and Wildlife Commission – estimated costs approximately $8,105). The Commissioners and Ms. Mueller continued to discuss changes to the draft map to include portions of the Owens Valley through Lone Pine. The Commissioners indicated they were unwilling to take action on Ms. Mueller's request until a more complete draft of the map was provided for review. Moved by Commissioner McMurtrie and seconded by Commissioner Pecsi to continue the request for partial funding for printing the Eastern Sierra Fishing Guide and Map to the next Commission meeting. Motion carried unanimously.

Action Item – Bishop Chamber of Commerce: – Tawni Thomson, Executive Director of the Bishop Chamber of Commerce, provided additional information and further explanation on the Chamber's request for funding for the following projects: (a) $2,000 for June "Learn to Fish Month" in the Eastern Sierra to help with marketing and event support for parent/child classes focused on best fishing practices and techniques, which would be a series of classes (class room and on-the-water) co-organized with volunteers and City of Bishop Parks and Recreation; (b) $2,000 for the SWCIFF Fly Fishing Faire to help with marketing for the three-day event scheduled for October 14-16 at the Tri-County Fairgrounds in Bishop; (c) $5,000 to purchase trout from Desert Springs Trout Farm to be planted in mid-September to give "boost" to fall fishing in the region, (Chamber to provide equal match of funds).

She prioritized the $5,000 for the purchase of trout for the mid-September fish planting of the Bishop Creek Drainage, as priority one, because it was the project with the most urgency. She explained that the Chamber was going to provide an equal match of the funds. The Commissioners and Ms. Thompson discussed the funding and the importance of improving the local fishing experience not only in the Bishop Drainage, but in the entire County. Ms. Thompson went on to discuss the other two projects, with several Commissioners expressing concern with the requests because the requests are asking for marketing assistance which is not an approved expenditure for fine funds per the California Code. The Commissioners, Ms. Thompson and Ms. Mueller talked about other verbiage for these projects which might allow funding to be considered. The Commissioners went on to discuss the County budget cycle which effects the amount of funding that is immediately available for the projects. Commissioner Pecsi said that he would be attending a County/City Liaison Meeting next week, and he would take the opportunity to talk with the County Administrator about funding options. It was moved by Commissioner Pecsi with no second to recommend the Board of Supervisors approve a $5,000 expenditure to the Bishop Chamber of Commerce for the mid-September trout planting of the Bishop Creek Drainage. Commissioner Pecsi withdrew his motion. Ms. Thompson explained that it costs $10,000 to purchase a load of fish and that Desert Springs Trout Farm is unwilling to deliver partial shipments of fish.

Moved by Commissioner Pecsi and seconded by Commissioner McMurtrie to request the Board of Supervisors approve a $3,000 expenditure from the Inyo Fine Fund for the purchase of trout from the Desert Sprints Trout Farm for trout planting in the Bishop Creek Drainage in mid-September, contingent upon matching funds from the Bishop Chamber of Commerce. Motion carried unanimously.

Moved by Commissioner McMurtrie and seconded by Commissioner Pecsi to request the Board of Supervisors approve an additional $2,000 expenditure from the Inyo Fine Fund, if funding is available, for the purchase of trout from the Desert Sprints Trout Farm for trout planting in the Bishop Creek Drainage in mid-September, contingent upon matching funds from the Bishop Chamber of Commerce. Motion carried unanimously.

California Department of Fish and Wildlife Updates (DF&W): The Commission received a report from Mike Morrison concerning the Upland Sheep Ground Survey results. Mr. Morrison and the Commissioner's discussed results of various surveys and the impact of those surveys on the hunting tags that will be issued. The Commissioners went on to discuss deer and sage grouse hunting expectations for this fall.

Commission Member Reports: Commissioner Brown reported on a California Deer Association meeting he attended in Sacramento. John Fredrickson reported on fishing at Crowley and the June Lake area. Joe Pecsi reported that he is coordinating the planting of the catfish at Buckley Ponds the first week in August. The Commissioners and Lt. Dailey of the California Department of Fish and Wildlife talked about changes in the ammunition regulations impacting upcoming hunts.

Next meeting: The Commission talked about the August meeting. The Commission tentatively confirmed August 18, 2016, at 2:30 p.m. at the DF&W Offices at Cottonwood Plaza on North Main St. in Bishop, as the time and place of the next Commission meeting, contingent upon actions items and availability of the Commission to have a quorum. The Commission asked Ms. Gunsolley to work with the Chairperson of making notification should the meeting be cancelled.

Adjournment: Moved by Commissioner Pecsi and seconded by Commissioner Ivy to adjourn the meeting at 4:00 p.m. Motion carried unanimously.

BISHOP AREA CHAMBER OF COMMERCE & VISITORS BUREAU

July 21, 2016

Dear Members of the Inyo County Fish and Wildlife Commission:

As you know, fishing is very important to our region. It is important to our economy... at least 16 local businesses DIRECTLY rely on fishing customers and that is their main line of business (tackle shops, resorts, guides, etc.) Those businesses employ at least 90 people. Rather than looking at economic statistics, please consider that these are **90 real families**, making a living in the fishing industry here. That doesn't even count the downtown hotels, restaurants and shops that also serve fishing clientele. In Inyo County, 1,800 jobs are directly tied to the tourism industry, including fishing.

The Bishop Area Chamber of Commerce & Visitors Bureau works diligently to sustain and grow our local economy. We partner with many organizations to bring events and projects that benefit all.

Thank you for your consideration of funding for the following programs:

"June is Learn to Fish Month in the Eastern Sierra." This is a new initiative aimed at increasing fishing activity in our region. Fishing is essentially a social activity perfect for connecting children with their parents and grandparents; connecting brothers, sisters and friends. We hear regularly that the lakes and streams of the Eastern Sierra have provided generations of anglers with life-long memories of time spent with loved ones. The "Learn to Fish" messaging will encourage experienced anglers to bring along friends and family to enjoy the activity. For several years, City of Bishop Parks and Recreation have conducted the annual "Kids Fish Camp" in late April. The project teaches children about sustainable fishing practices, safety and skills. We would like to develop a similar program for June that would include classroom and on-the-water education for pairs of students. A "pair" could be parent and child or two adult family members, friends or colleagues. Funding request of $2,000 would assist with supplies and modest stipend for instructors. Bishop Chamber and City of Bishop Parks and Recreation will contribute with organization, registration and marketing.

SWCIFF Fly Fishing Faire. This event is all about education! The event brings expert fly fishermen together with beginners to enhance their skills. The three-day faire was started in Mammoth and moved to Bishop last October. Approximately 400 registered participants enjoyed seminars, demonstrations, exhibits and on-the-water instruction. The Bishop Chamber supported the event by handling marketing on a local, regional and national level. We believe this event has great potential to grow and we are requesting $2,000 to assist with advertising expense.

Fish Planting. The Bishop Chamber has recently increased supplemental trout stocking in local waters. This past year, we purchased $32,000 (5,500 pounds) of catchable Rainbow Trout from Desert Springs Trout Farm. Those fish were planted in PVR and Lower Owens River in the winter and spring. We would like to purchase an additional load for Bishop Creek Canyon to be planted mid-September. This will give a great boost to the fall fishing opportunities in our region. Request $5,000; Bishop Chamber would match funds.

It is important to note that investing in these programs represents collaborative efforts. Funds from the Inyo County Fish and Wildlife Fine Fund will be leveraged with other funds and dedicated community volunteers to produce meaningful results.

Thank you again for your consideration.

Sincerely,

Tawni

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

VOICE 760-873-8405 FAX 760-873-6999 EXECDIR@BISHOPVISITOR.COM

#41

OFFICE OF THE
SHERIFF
INYO COUNTY, CA

WILLIAM R. LUTZE
SHERIFF

JEFF HOLLOWELL
UNDERSHERIFF

"A Professional Service Agency"

Memorandum

To: Darcy Ellis, Assistant Clerk of the Board

From: Janis L. Odum, Administrative Assistant to the Sheriff

Date: August 5, 2016

Re: Annual sheriff's Special Appropriation Report

Attached please find the signed Sheriff's Special appropriation report for the period of July 1, 2015 to June 30, 2016.

Please provide the report to the Board as informational.

Thank you.

Janis

P.O. Drawer "S" (550 South Clay Street) Independence, CA 93526
Phone: 760-878-0383 Fax: 760-878-0389

SHERIFF'S SPECIAL APPROPRIATION

AS OF JUNE 30, 2016

The following represents deposits and expenditures made by me or under my direction and control under the authority granted by Sections 29435 through 29439 of the California Government Code.

Cash on Hand and/or deposit as of		6/30/2015	$	4,812.50
Deposits: County General Fund: Date:	10/14/2015	$ 5,000.00		
Asset Seizure Trust: date		$		
Other: Date:			$	9,812.50

Disbursements from 07/01/2015 To 06/30/2016

1. Criminal Investigations, pending and under investigation			
2. Narcotics Enforcement:			
Informants			
"Buys"			
Equipment	$		
Undercover Costs	$		
Other Costs			
TOTAL		$	-
3. Criminal intelligence program Enforcement Fees, Undercover not included above		$	
4. Expenses incurred in the suppression of Vice and other crimes		$	
5. Expenses necessarily incurred in the Preservation of the Peace		$ 3,921.69	
Total expenditure items 1-5			$ 3,921.69
Bank Service Charges			$ -
TOTAL cash on hand/in the bank as of 06/30/2016			$ 5,890.81

I hereby declare under penalty of perjury that the foregoing is true and correct and that I found it necessary to expend the funds listed in the manner stated. I further declare that all expenditures were made in accordance with Section 29435 of the California Government Code.

Date: 8-5-16 *Signed:*

Inyo County Sheriff