

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 fewer 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.

May 28, 2019

Please note later start time

9 a.m.

1. PUBLIC COMMENT

CLOSED SESSION

- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – [Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9] – Bishop Paiute Tribe v. Inyo County; Jeff Hollowell, Inyo County Sheriff; Thomas Hardy, Inyo County District Attorney; United States District Court Eastern District of California Court Case No. 1:15-CV-00367-JLT.**
- CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS [Pursuant to Government Code §54957.6] –** Regarding 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); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

OPEN SESSION (With the exception of timed items, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

10:00 a.m. PLEDGE OF ALLEGIANCE

- REPORT ON CLOSED SESSION**
- PUBLIC COMMENT**
- COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)

DEPARTMENTAL – PERSONNEL ACTIONS

- COUNTY ADMINISTRATOR – Library** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) BPAR Library Specialist I-III, one (1) APAR Librarian I, and one (1) Librarian II exists in the Library budget, as certified by the Library Director and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancies could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) BPAR Library Specialist I-III, Range PT46-PT 50 (\$13.96 - \$18.63/hr.), one (1) APAR Librarian I, Range PT54 (\$16.81 - \$20.44/hr.), and one (1) Librarian II, Range 57 (\$3,363 - \$4,086).

COUNTY ADMINISTRATOR

8. ***Parks & Recreation*** – Request Board approve and award the contract for Waste Disposal Hauling Services at County Parks and Campgrounds in the South County Areas to Preferred Septic and Disposal of Bishop, CA in an amount not to exceed \$75,889 for the three-year term of July 1, 2019 through June 30, 2022, contingent upon the Board’s adoption of future budgets, and authorize the Chairperson to sign contingent upon all appropriate signatures being obtained.
9. ***Parks & Recreation*** – Request Board approve and award the contract for Waste Disposal Hauling Services at County Parks and Campgrounds in the North County Areas to Madera Disposal Systems (dba Bishop Waste Disposal, Inc.) in an amount not to exceed \$68,038 for the three-year term of July 1, 2019 through June 30, 2022, contingent upon the Board’s adoption of future budgets, and authorize the Chairperson to sign contingent upon all appropriate signatures being obtained.

COUNTY COUNSEL

10. Request Board approve the agreement between Great Basin Unified Air Pollution Control District and the County of Inyo for the County Counsel’s Office to provide certain legal services to the District for the sum of \$13,500 during the period of July 1, 2019 to June 30, 2020, contingent upon the Board’s approval of the Fiscal Year 2019-2020 Budget, and authorize the Chairperson to sign.

HEALTH & HUMAN SERVICES

11. Request Board approve Resolution No. 2019-23, authorizing HHS staff to obtain criminal record information from the Department of Justice for employees with access to Federal Tax Information, as required by the California Department of Social Services, and authorize the Chairperson to sign.
12. ***Behavioral Health*** – Request Board approve the Mental Health Services Act Plan Update for Fiscal Year 2018-2019 in order to access funds under the approved MHSA Agreement, and authorize the HHS Deputy Director-Behavioral Health Division, as the Mental Health Director, to sign.

PLANNING

13. Request Board: A) approve an agreement between the County of Inyo and TEAM Engineering & Management, Inc. for the term of May 28, 2019 to December 27, 2020, allowing TEAM to initiate work as the third-party contractor for environmental services pursuant to the MOU between Inyo County and the U.S. Forest Service related to the Inyo County road jurisdiction National Environmental Policy Act review project, contingent upon the Board’s approval of the Fiscal Year 2019-2020 Budget; and B) authorize the Chairperson to sign the contract with TEAM Engineering contingent upon all appropriate signatures being obtained.

PROBATION

14. Request Board approve Amendment No. 3 to Agreement No. 27885 between Inyo County and Tulare County for the provision of facilities and services for the detention and/or commitment of juvenile offenders, extending the term of the agreement through June 30, 2020, and authorize the Chairperson to sign.

PUBLIC WORKS

15. Request Board: A) approve Resolution No. 2019-24, titled, “Resolution of the Board of Supervisors, County of Inyo, State of California, Annual Certification of the 2018 Maintained Mileage Log,” and authorize the Chairperson to sign; and B) authorize the Public Works Department to file the resolution with the District 9 Office of the State of California Department of Transportation.

16. Request Board authorize payment in an amount not to exceed \$25,600 to the California Department of Fish and Wildlife for the Incidental Take Permit application fee for the Walker Creek Road Bridge Replacement Project.

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

17. **BOARD OF SUPERVISORS – Chairperson Pucci** – Request Board appoint a voting delegate and alternate for the upcoming 84th Annual NACo Conference, being held July 12-16, 2019 in Las Vegas, NV, and authorize the Chairperson to sign the NACo credentials form on behalf of Inyo County.
18. **BOARD OF SUPERVISORS – Chairperson Pucci** – Request Board: A) approve a letter to the California Debt Limit Allocation Committee, requesting the assignment of Inyo County's 2019 allocation of private activity bonds to Golden State Finance Authority in order to participate in GSFA's affordable housing programs, and authorize the Chairperson to sign; and B) authorize the County Administrator to sign the Housing Element Certification Form.
19. **PLANNING** – Request Board receive a presentation from staff regarding Senate Bill 2 funding and provide comments and potential direction to staff to apply for the grant.
20. **PLANNING** – Request Board receive an update from staff on the status of the short-term rental issues in the County's Residential Zones and provide input and direction.
21. **COUNTY ADMINISTRATOR – Purchasing** – Request Board: A) declare certain property surplus; B) authorize transfer thereof to other public entities and non-profit organizations (*4/5ths vote required*); C) approve the public auction of County surplus equipment not claimed by those entities/organizations on June 5, 2019; and D) authorize the auction to take place at the Building and Maintenance yard located at 136 S. Jackson St., Independence (*4/5ths vote required*).

Note: The agenda items listed below may be considered by the Board at any time during the meeting in the Board's discretion, including before scheduled timed items.

CORRESPONDENCE – ACTION

22. **Inyo Council for the Arts** – Request Board, at the request of Inyo Council for the Arts, revise Resolution No. 2019-19, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California Designating Inyo Council for the Arts as the County's Partner to the California Arts Council," and authorize the Chairperson to sign.
23. **Inyo-Mono Advocates for Community Action** – Request Board authorize the County Administrator's signature on Attachment C to Inyo-Mono Advocates for Community Action's Grant Application for funding services and activities for homeless and at-risk of homelessness populations.

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

24. **PUBLIC COMMENT**

BOARD MEMBER AND STAFF REPORTS



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 7

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

FROM: Inyo County Free Library

FOR THE BOARD MEETING OF: May 28, 2019

SUBJECT: Request to hire a vacant part-time BPAR Library Specialist I, II or III; a vacant part-time APAR Librarian I; and a vacant full-time Librarian II.

DEPARTMENTAL RECOMMENDATION:

Request your Board find that, consistent with the adopted Authorized Position Review Policy:

- A) The availability of funding for the requested position exists in the Library budget as certified by the Library Director and concurred with by the County Administrator and Auditor-Controller; and
- B) Where internal candidates meet the qualifications for the position, the vacancy could be filled through an internal recruitment, however an open recruitment is required to ensure an adequate pool of candidates; and
- C) Approve the hiring of one part-time BPAR Library Specialist I, II, or III at Range PT46, PT48, or PT50 (\$13.96 – \$18.63); one (APAR) part-time Librarian I at Range PT54 (\$16.81 – \$20.44); and one full-time Librarian II at Range 57 (\$3,363 - \$4,086).

SUMMARY DISCUSSION:

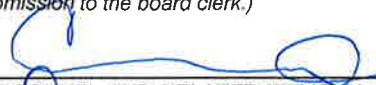

The part-time Library Specialist position became vacant through an internal recruitment, and, depending on qualifications, would be filled at either a I, II, or III level. A recruitment is underway for this position.
 The part-time Librarian I position at Furnace Creek became vacant when the incumbent tragically died earlier this year. Thankfully, several volunteers at Furnace Creek were able to open the Library in the interim. A recruitment is underway for this position.
 The full-time Librarian II position recently became vacant with the resignation of the incumbent, who wished to return to a previous occupation. Depending on the Library's need, a Librarian II will perform technical and public services, and will supervise and train employees. All library positions are required to work at various branch libraries as needed to provide excellent library service. A recruitment is underway for this position.
 The Library is respectfully requesting authorization to hire a part-time Library Specialist I, II, or III; a part-time Librarian I; and a full-time Librarian II.

ALTERNATIVES:

Your Board could choose not to authorize the hiring of these positions. This is not recommended, however, as the Library will be operating below its authorized level hindering its ability to serve the public.

OTHER AGENCY INVOLVEMENT: Personnel

FINANCING: Funding for this position is included in the FY 2018/19 library budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>5/20/2019</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>5/20/19</u>

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



AGENDA REQUEST FORM
 BOARD OF SUPERVISORS
 COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 8

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

FROM: Parks & Recreation

FOR THE BOARD MEETING OF: May 28, 2019

SUBJECT: Approve Agreement between the County of Inyo and Preferred Septic and Disposal for Waste Disposal Hauling Services at County Parks and Campgrounds located in the South County Areas.

DEPARTMENTAL RECOMMENDATION: Recommend that your Board 1) award the bid and approve a contract between Inyo County Parks & Recreation and Preferred Septic and Disposal. This agreement is for the term of three years total from July 1, 2019 through June 30, 2022, in an amount to not exceed 75,889. (\$25,296.12 each year for three years), subject to Board adoption of future budgets, and 2) authorize the Chairperson to sign the agreement; contingent upon obtaining the proper signatures.

SUMMARY DISCUSSION: This agreement provides for the collection and hauling of solid waste from County Parks and Campgrounds in the South area including Tinnemaha and Taboose Campgrounds, Lone Pine Park, Independence and Portagee Joe Campgrounds and Diaz Lake. Inyo County Parks and Recreation sought proposals for waste hauling services that included the use of Bear Resistant Bins. The Preferred Septic and Disposal proposal submitted was deemed to better serve the County's needs.

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

OTHER AGENCY INVOLVEMENT: County Counsel, Auditor

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

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>05/09/2019</u> Date <u>[Signature]</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>5/10/19</u> Date <u>yes</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

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

[Signature]

Date: 5/15/19

AGREEMENT BETWEEN COUNTY OF INYO
AND PREFERRED SEPTIC AND DISPOSAL
FOR THE PROVISION OF WASTE HAULING FOR SOUTH COUNTY SERVICES

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by LESLIE CHAPMAN, 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 JULY 1, 2019 to JUNE 30, 2022 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 \$75.889XX 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 licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.

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 hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

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-three (23) 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-three (23) (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	
<u>PARKS AND RECREATION</u>	Department
<u>163 MAY ST</u>	Street
<u>BISHOP, CA 93514</u>	City and State

Contractor:	
<u>PREFERRED SEPTIC AND DISPOSAL</u>	Name
<u>1280 N MAIN ST SUITE 1</u>	Street
<u>BISHOP, CA 93514</u>	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**
FOR THE PROVISION OF WASTE HAULING FOR SOUTH COUNTY **SERVICES**

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

COUNTY OF INYO

By: _____
Signature

Print or Type Name

Dated: _____

CONTRACTOR

By: Dale Comontofski
Signature
Dale Comontofski
Print or Type Name

Dated: 5-14-17

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND PREFERRED SEPTIC AND DISPOSAL
FOR THE PROVISION OF WASTE HAULING FOR SOUTH COUNTY SERVICES**

TERM:

FROM: July 1, 2019 **TO:** June 30, 2022

SCOPE OF WORK:

Provide pick-up of waste on scheduled once per week service from Tinnemaha and Taboose Campgrounds from Lone Pine park; from Diaz Lake, Independence Creek and Portagee Joe campgrounds, and transfer to an appropriate landfill site.

SCHEDULED SERVICE CAMPGROUND/PARK (ONCE PER WEEK) MONTHLY PRICE

(Note: Service for 52 weeks per year)

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

SUMMER SEASON

Taboose CG (April –Oct)	(4) – 3 yd Bear Resistant Bins
Tinnemaha CG (April-Oct)	(2) – 3 yd Bear Resistant Bins

WINTER SEASON

Taboose CG (Nov-Mar)	(2) – 3 yd Bear Resistant Bins
Tinnemaha CG (Nov-Mar)	(1) – 3 yd Bear Resistant Bins

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

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 to lawfully issued permits and/or licenses, Contractor shall promptly notify the Administrator of Integrated 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.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND PREFERRED SEPTIC AND DISPOSAL
FOR THE PROVISION OF WASTE HAULING FOR SOUTH COUNTY SERVICES**

TERM:

FROM: July 1, 2019 **TO:** June 30, 2022

SCHEDULE OF FEES:

SCHEDULED SERVICE CAMPGROUND/PARK (ONCE PER WEEK) MONTHLY PRICE

(Note: Service for 52 weeks per year)

Diaz Lake	(7) – 3 yd Bear Resistant Bins	\$ 1017.66
Independence CG	(1) – 3 yd Bear Resistant Bins	\$ 145.38
Lone Pine Park	(1) – 3 yd Bear Resistant Bins	\$ 145.38
Portagee Joe CG	(1) – 3 yd Bear Resistant Bins	\$ 145.38

Total for 12 months \$17,445.60

SUMMER SEASON

Taboose CG (April –Oct)	(4) – 3 yd Bear Resistant Bins	\$ 581.52
Tinnemaha CG (April-Oct)	(2) – 3 yd Bear Resistant Bins	\$ 290.76

Total for 6 months \$5,233.68

WINTER SEASON

Taboose CG (Nov-Mar)	(2) – 3 yd Bear Resistant Bins	\$ 290.76
Tinnemaha CG (Nov-Mar)	(1) – 3 yd Bear Resistant Bins	\$ 145.38

Total for 6 months \$2,616.84

NOT TO EXCEED ANNUAL AMOUNT: \$ 25,296.12

THREE YEAR TOTAL: \$75,888.36

Contractor must be permitted to operate in Inyo County prior to commencement of the scope of work and contract term. The term of the contract will be for a period of three years; July 1, 2019 to June 30, 2022.

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND PREFERRED SEPTIC AND DISPOSAL
FOR THE PROVISION OF WASTE HAULING FOR SOUTH COUNTY SERVICES**

TERM:

FROM: July 1, 2019 **TO:** June 30, 2022

SEE ATTACHED INSURANCE PROVISIONS



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: Parks & Recreation

FOR THE BOARD MEETING OF: May 28, 2019

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

DEPARTMENTAL RECOMMENDATION: Recommend that your Board 1) award the bid and approve a contract between Inyo County Parks & Recreation and Bishop Waste Disposal. This agreement is for the term of three years total from July 1, 2019 through June 30, 2022, in an amount to not exceed \$68,038 (\$22679.28 each year for three years), subject to Board adoption of future budgets, and 2) authorize the Chairperson to sign the agreement; contingent upon obtaining the proper signatures.

SUMMARY DISCUSSION: This agreement provides for the collection and hauling of solid waste from County Parks and Campgrounds in the North area including Pleasant Valley Campground, Millpond Recreation, Baker Creek, and Laws Museum. Inyo County Parks and Recreation sought proposals for waste hauling services that included the use of Bear Resistant Bins. The Bishop Waste proposal submitted was deemed to better serve the County's needs.


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

OTHER AGENCY INVOLVEMENT: County Counsel, Auditor

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

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>05/05/19</u> Date: 
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date: <u>5/10/19</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:  (Not to be signed until all approvals are received) Date: 5/15/19

AGREEMENT BETWEEN COUNTY OF INYO
AND MADERA DISPOSAL DBA BISHOP WASTE DISPOSAL
FOR THE PROVISION OF WASTE HAULING FOR NORTH COUNTY SERVICES

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by LESLIE CHAPMAN, 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 JULY 1, 2019 to JUNE 30, 2022 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 \$68,038 XX 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 licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

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

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.

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 hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

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-three (23) 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-three (23) (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	
<u>PARKS AND RECREATION</u>	Department
<u>163 MAY ST</u>	Street
<u>BISHOP, CA 93514</u>	City and State

Contractor:	
<u>MADERA DBA BISHOP WASTE</u>	Name
<u>100 SUNLAND RESERVATION RD</u>	Street
<u>BISHOP, CA 93514</u>	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 MADERA DISPOSAL DBA BISHOP WASTE DISPOSAL
FOR THE PROVISION OF WASTE HAULING FOR NORTH COUNTY SERVICES**

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

COUNTY OF INYO

By: _____
Signature

Print or Type Name

Dated: _____

CONTRACTOR

By: Michelle Erwin
Signature

Michelle Erwin
Print or Type Name

Dated: 5/15/19

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND MADERA DISPOSAL DBA BISHOP WASTE DISPOSAL
FOR THE PROVISION OF WASTE HAULING FOR NORTH COUNTY **SERVICES****

TERM:

FROM: July 1, 2019 **TO:** June 30, 2022

SCOPE OF WORK:

Provide pick-up of waste on scheduled once per week service from Millpond Recreation Area; from Pleasant Valley, Baker Creek Campgrounds and the Laws Museum, and transfer to an appropriate landfill site.

SCHEDULED SERVICE 12 MONTHS (ONCE PER WEEK)

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

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

Contractor must be permitted to operate in Inyo County prior to commencement of the scope of work and contract term. The term of the contract will be for a period of three years; July 1, 2019 to June 30, 2022.

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 to lawfully issued permits and/or licenses, Contractor shall promptly notify the Administrator of Integrated 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.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND MADERA DISPOSAL DBA BISHOP WASTE DISPOSAL
FOR THE PROVISION OF WASTE HAULING FOR NORTH COUNTY SERVICES**

TERM:

FROM: July 1, 2019 **TO:** June 30, 2022

SCHEDULE OF FEES:

SCHEDULED SERVICE CAMPGROUND/PARK (ONE PER WEEK)

Note: 52 weeks per year

Baker Creek Campground	(3) – 3 CY Bear Resistant Bins	\$ 436.14
Millpond Recreation Area	(2) – 3 CY Bear Resistant Bins	\$ 290.76
Pleasant Valley Campground	(6) – 3 CY Bear Resistant Bins	\$ 872.28
Laws Museum	(2) – 3 yd. Bear Resistant Bins	\$ 290.76
	<u>Total</u>	<u>\$ 1,889.94</u>

TOTAL OF MONTHLY PRICES: \$ 1,889.94
ANNUAL SERVICE TOTAL: \$ 22,679.28
THREE YEAR TOTAL: \$ 68,037.84

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND MADERA DISPOSAL DBA BISHOP WASTE DISPOSAL
FOR THE PROVISION OF WASTE HAULING FOR NORTH COUNTY SERVICES**

TERM:

FROM: July 1, 2019 **TO:** June 30, 2022

SEE ATTACHED INSURANCE PROVISIONS



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 COUNSEL AND GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

FOR THE BOARD MEETING OF: May 28, 2019

SUBJECT: APPROVAL OF AGREEMENT BETWEEN GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT AND COUNTY COUNSEL FOR THE PROVISION OF LEGAL SERVICES

DEPARTMENTAL RECOMMENDATION: Approve the agreement between Great Basin Unified Air Pollution Control District and the County for the County Counsel's Office to provide certain legal services to the District during the period July 1, 2019 to June 30, 2020, for the sum of \$13,500; contingent upon the Board's adoption of the 2019/20 Budget, and authorize the Chairperson to execute the agreement on behalf of the County.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: Under the proposed agreement, the County of Inyo, through and by its Office of County Counsel, will provide professional legal services to the Great Basin Unified Air Pollution Control District as follows:

1. Legal advice and representation relating to personnel matters of the District;
2. Legal advice and representation relating to labor law and in labor negotiations and/or mediations;
3. Legal advice and representation relating to employee grievances and discipline to include representation of the District in grievance and disciplinary hearings;
4. Legal advice and representation to the District Board in hearing grievance and disciplinary matters;
5. Legal advice and representation relating to any District matter when the County Counsel of another County comprising the District, has a conflict of interest in regard to a District matter arising within their County; and
6. Legal advice and representation relating to any other District matter as agreed upon by the District and the County.

In exchange for providing these services, the District will pay to the County a flat fee of \$13,500 for the fiscal year. The Office of County Counsel has the ability to provide these professional legal services to the District. The \$13,500 fee for Fiscal Year 2019-2020 has been included in the Office of County Counsel budget as anticipated revenue.



The contract was recently approved by Great Basin Unified Air Pollution Control District's Board on May 6, 2019.

ALTERNATIVES: The Board may decline to approve this agreement, reduce or modify the scope of legal services provided to the District, or change the fee arrangement. However, the proposed agreement has been negotiated between the County and the District as being most advantageous to both public entities, provides the District with needed legal professional services in an area in which the Office of County Counsel has expertise, and is structured on a flat fee basis to provide each entity with a certain degree of budgetary certainty for the fiscal year.

OTHER AGENCY INVOLVEMENT: Great Basin Unified Air Pollution Control District

FINANCING: Approval of this agreement will result in \$13,500 revenue being received by the County. This revenue will be budgeted within the Office of County Counsel's Budget 010700 Object Code 4819 for fiscal year 2019-2020.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>5/8/19</u>
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>5/9/2019</u>

DEPARTMENT HEAD SIGNATURE:  _____ Date: 5/8/19
(Not to be signed until all approvals are received)

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND COUNTY OF INYO
FOR THE PROVISION OF LEGAL SERVICES**

INTRODUCTION

WHEREAS, the Great Basin Unified Air Pollution Control District (hereinafter referred to as "District") has the need for the LEGAL services of COUNTY COUNSEL Of COUNTY OF INYO, 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 District, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

2. TERM.

The term of this Agreement shall be from JULY 1, 2019 to JUNE 30, 2020 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. District shall pay to Contractor the sum total of THIRTEEN THOUSAND FIVE HUNDRED Dollars and ZERO cents (\$13,500.00) for performance of all of the services and completion of all of the work described in Attachment A.

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

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from District, 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 District to Contractor for all services and work to be performed under this Agreement shall not exceed THIRTEEN THOUSAND FIVE HUNDRED (\$13,500) Dollars (hereinafter referred to as "contract limit"). District 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 District, upon completion of all services and work set forth in Attachment A, an itemized statement of all services and work performed by Contractor pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the services and work which was performed on each day. Upon receipt of the statement by the fifth (5th) day of the month, District 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, District will not withhold any federal or state income taxes or social security from any payments made by District to Contractor under the terms and conditions of this Agreement.

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

(4) The total amounts paid by District 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 District an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the District. Contractor will provide District, 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 District as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, District 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. District is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for other costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. DISTRICT PROPERTY.

A. Personal Property of District. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by District pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of District. 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 District. At the termination of the Agreement, Contractor will convey possession and title to all such properties to District.

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 Great Basin Unified Air Pollution Control District, its agents, officers, employees, and volunteers 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 B 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 District. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of District. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the District. No agent, officer, or employee of the District is to be considered an employee of Contractor. It is understood by both Contractor and District 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 District only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to District'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 District.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless District, its agents, officers, employees, and volunteers 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 District, its agents, officers, employees, and volunteers 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 District, its agents, officers, employees, and volunteers 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, District 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 District, its officers, employees, or volunteers.

12. CANCELLATION.

This Agreement may be canceled by District 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 District.

13. RECORDS AND AUDIT.

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

B. Inspections and Audits. Any authorized representative of District shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which District 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, District has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

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

17. 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.

18. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, county, and District 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 District. Any disclosure of confidential information by Contractor without the District's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

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. Contractor agrees to complete and file a conflict interest statement if requested by the District. District will notify Contractor, if such a request is made, of Contractor's disclosure category under the conflict of interest laws.

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the District 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 District, or who has been an adverse party in litigation with the District, and concerning such, Contractor by virtue of this Agreement has gained access to the District'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, county, or District 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 District 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, District 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 any action or proceeding against the other, including, but not limited to, an action to enforce or to declare the termination, cancellation, 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 District 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:

**Great Basin Unified
Air Pollution Control District**
Attn: SUSAN CASH
Address: 157 SHORT STREET
City, State, Zip BISHOP CA 93514

Contractor:
Name: OFFICE OF COUNTY COUNSEL, COUNTY
OF INYO
Address: POST OFFICE BOX M
City, State, Zip INDEPENDENCE CA 93526

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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IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 2ND DAY OF MAY, 2019.

GREAT BASIN UNIFIED
AIR POLLUTION CONTROL DISTRICT

CONTRACTOR

By: _____

By: _____
PRINT NAME

Dated: 20190506

SIGNATURE

Dated: _____

ATTACHMENT A

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND COUNTY OF INYO
FOR THE PROVISION OF PERSONAL SERVICES**

TERM:

FROM: JULY 1, 2019 TO: JUNE 30, 2020

SCOPE OF WORK

The County of Inyo, through and by its Office of County Counsel, will provide professional legal services to the Great Basin Unified Air Pollution Control District as follows:

1. Legal advice and representation relating to personnel matters of the District;
2. Legal advice and representation relating to labor law and labor negotiations or mediations;
3. Legal advice and representation relating to employee grievances and discipline to include representation of the District in grievance and discipline hearings.
4. Legal advice and representation to the District Board in hearing grievance and discipline matters.
5. Legal advice and representation relating to any District matter when the County Counsel of another County comprising the District has a conflict of interest in regard to a District matter arising within their County.
6. Legal advice and representation relating to any other District matter as agreed upon by the District and the County.

ATTACHMENT B
AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND COUNTY OF INYO
FOR THE PROVISION OF PERSONAL SERVICES

TERM:

FROM: JULY 1, 2019 TO: JUNE 30, 2020

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 or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the Contractor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

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

1. General Liability (including operations, products and completed operations as applicable): \$ 2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$2,000,000 per occurrence.

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

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

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

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

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

11

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

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: May 28, 2019

SUBJECT: Board Resolution authorizing HHS to access state and federal criminal background checks for employees with access to Federal Tax Information.

DEPARTMENTAL RECOMMENDATION:

Request the Board approve a resolution that will authorize HHS staff to obtain criminal record information from the Department of Justice for employees with access to Federal Tax Information, as required by the California Department of Social Services and the Internal Revenue Service.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The California Department of Social Services (CDSS) issued All County Letter 18-51, requiring County Welfare Departments to utilize background investigations, including fingerprinting, for all employees who have access to Federal Tax Information (FTI) provided by CDSS. This requirement originates from the Internal Revenue Service's publication 1075, titled "Tax Information Security Guidelines for Federal, State, and Local Agencies." Penal Code 11105(b)(11) authorizes a California county to request criminal record information from the DOJ in order to assist in fulfilling this requirement if the access is specifically authorized by the board of supervisors. This resolution specifically authorizes HHS to access criminal history information for employment purposes.



ALTERNATIVES:

OTHER AGENCY INVOLVEMENT:

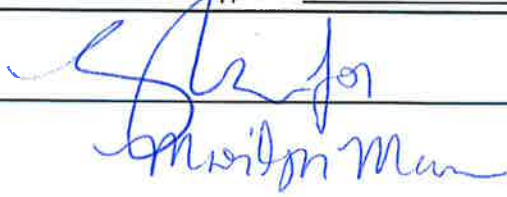
FINANCING:

This expense will be paid out of Social Services (055800) in Profession Services (5265). 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: <u>yes</u> Date: <u>5/1/19</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: <u>✓</u> Date: <u>5/20/19</u>

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


Date: 5/20/19

RESOLUTION NO. _____ (XXX)

**A RESOLUTION OF THE COUNTY BOARD OF SUPERVISORS OF INYO COUNTY
APPROVING AN APPLICATION FOR AUTHORIZATION TO ACCESS STATE AND
FEDERAL LEVEL SUMMARY CRIMINAL HISTORY INFORMATION FOR
EMPLOYMENT, VOLUNTEERS, AND CONTRACTORS, LICENSING OR
CERTIFICATION PURPOSES**

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) authorize cities, counties, districts, and joint powers authorities to access state and local summary criminal history information for employment, licensing, or certification purposes; and

WHEREAS, Penal Code Section 11105(b)(11) authorizes cities, counties, districts, and joint powers authorities to access federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require that there be a requirement or exclusion from employment, licensing, or certification based on specific criminal conduct on the part of the subject or record; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require the City Council, Board of Supervisors, governing body of a city, county, or district or joint powers authority to specifically authorize access to summary criminal history information for employment, licensing, or certification purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO that the County of Inyo is hereby authorized to access state and federal level summary criminal history information for employment, including volunteers and contract employees, of persons whose duties or responsibilities require access to Federal Tax Information as described in Publications 1075 of the Internal Revenue Service, titled "*Tax Information Security Guidelines for Federal, State, and Local Agencies,*" and may not disseminate the information to a private entity.

PASSED AND APPROVED this X day of May 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

XXX, Chairman of the Board

ATTEST:

XXX, Clerk of the Board of Supervisors



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: HEALTH AND HUMAN SERVICES Behavioral Health Division

FOR THE BOARD MEETING OF: May 28, 2019

SUBJECT: Approve the Mental Health Services Act (MHSA) Plan Update.

DEPARTMENTAL RECOMMENDATION:

Request your Board approve the Mental Health Services Act (MHSA) Plan Update for FY 18/19 in order to access funds under the approved MHSA Agreement, and authorize the HHS Deputy Director Behavioral Health Division, as the Mental Health Director, to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

As required by the Mental Health Services Act, in April, 2018 the Board of Supervisors approved and HHS submitted to the state Inyo County's MHSA Integrated Three Year Plan for FY 17/18 through FY 19/20. This ARF would approve our required annual update to the Three Year Plan.

The Update to the Plan continues to be written with local stakeholder input in accordance with the MHSA guidelines and requirements. This includes stakeholder input with the strong voice of consumers and family members as well as input from community partners and other interested parties. On an ongoing basis, we seek input from consumer stakeholders at our wellness center sites as well as through consumer participation on the Behavioral Health Advisory Board. We have received general input about mental health care through a survey completed by 147 persons. We also conducted a targeted survey in southeast county and with school personnel, and performed key informant interviews with law enforcement, hospital partners, and other agencies. In accordance with the requirement for a 30-day comment period, we posted our plan on the County website on April 22, 2019 and disseminated the plan throughout the County. We held a public hearing on May 23 at Progress House in Bishop to conclude our public comment period. At this time, our Behavioral Health Advisory Board reviewed and approved the Plan. Any substantive changes were incorporated into the Plan.

The MHSA plan is comprised of the following components:

Community Services and Supports (CSS): Includes funding for wellness centers and access to Progress House.

- This year again, we have helped at least four persons with mental illness to transition from jail to the community safely.
- We have used the two wellness center sites as a way to connect persons with basic living needs to services and support. We saw an average of 60 unduplicated individuals at the wellness centers, including 17 persons who were homeless.
- For the last four years we have had a permanent wellness center site in Bishop. The site allows us to provide showers, laundry and cooking facilities, as well as peer-directed and staff-facilitated groups and other activities.

- We also provide consistent services twice per week at our Wellness Center in Lone Pine. We provide services at the Lone Pine site or use the resources in the community to provide the same array of services and support.
- Through our programming funded under CSS, we have looked for ways to assist person with employment goals, seeing work as an important part of recovery, giving a sense of purpose. Our continued data suggests that these strategies have been successful in meeting many of the recovery needs of persons in our community with severe mental illness, as well as containing costs related to access and use of hospitalization for treatment.

Prevention Early Intervention (PEI):

- Elder Adults: PEI components include both elder outreach using a Behavioral Health RN and also the Friendly Visitor program with expanded time spent in South County. The Friendly Visitor provides an informal outreach and opportunity to contact and engage the senior in conversation or in an activity on a regular basis. There is one “Friendly Visitor” assigned to South County and one to North County. We see approximately 45 seniors in our outpatient services.
- Children and Families: PEI strategies for children and families include the Families Intensive Response Strengthening Team (FIRST). A braided funding for this strategy has resulted in an expanded team with a larger number of families served. We are also committed to continue using Parent Child Interactive Therapy (PCIT), an evidence-based practice that we’ve used with several Child Welfare referred families. We have also used PEI funds to support North Star for school-based counseling and addressing issues around suicide prevention and stigma reduction in schools.

Innovations (INN):

- This is the last year of use of our INN funds for the Coordinated Care Collaborative Project begun in 2014. We have used this opportunity to take the next steps in integrating care between mental health, addiction and physical health care. We developed our partnership with the Northern Inyo Hospital Rural Health Clinic using a change model process, and then applied this model in the jail setting with our re-entry population, working closely as a team to meet the needs of persons with mental illness who are in the jail and need assistance to re-enter the community successfully.
- Innovations Reversion (AB114): Our participation in the Technology Suite was approved by this Board and the Oversight and Accountability Commission earlier in the fiscal year.
- In FY 17/18, we fully expended the remainder of Workforce Education Training (WET) component funds by bringing a Crisis Intervention Training (CIT) to the Inyo community and by participating in the Strengths Model Learning Collaborative. We are committed to full implementation of the Strengths model and have found that we will benefit from further training to expand the model. As five percent of CSS funds may be transferred to WET, we will transfer funds for continued training related to this model.
- Finally, we also propose to transfer funds to the Capital Facilities Technology Needs (CFTN) component for possible use to aid in the purchase of the Lone Pine wellness center site if viable.

ALTERNATIVES:

Your Board could choose not to approve the MHSA Three Year Plan Update. This would prohibit our further use of these funds until an acceptable Plan that met MHSA regulations could be formulated. MHSA funds currently comprise approximately one third of all funds available for mental health services in Inyo.



OTHER AGENCY INVOLVEMENT:

Mental Health is under the umbrella of Behavioral Health, a division of Health and Human Services. The MHSA includes involvement of stakeholders and partners from all interested agencies involved in mental health issues.

FINANCING:

State MHSA funds. Funds are deposited into the MHSA trust (505306), and budgeted as revenue in the Mental Health budget (045200). MHSA expenses are tracked in the Mental Health Budget and transfers occur from the MHSA Trust into Mental Health to cover those expenditures. No County General Funds are used.

APPROVALS

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: <u>yes</u> Date <u>5/7/19</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: <u>yes</u> Date <u>5/8/2019</u>

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



Date: 5/9/19

MHSA COMMUNITY PROGRAM PLANNING

Community Program Planning Process

The Inyo County Health and Human Services-Behavioral Health (ICHHS-BH) Community Program Planning (CPP) process for the development of the MHSA FY 2018/2019 Annual Update built upon the planning process for most recent MHSA Three-Year Plan and Annual Updates. This planning process was comprehensive and included input from over **200** consumers and family members, providers, and community members.

We routinely discuss and obtain input on the utilization of MHSA funds with our key stakeholders and partners in our quarterly Quality Improvement Committee (QIC) meetings, our MHSA consumer meetings, and the Behavioral Health Advisory Board. As part of our monthly Advisory Board meetings, we discuss each of the programs' statistics and accomplishments. This discussion is often done in narrative form. We look for opportunities to be involved in and contribute to the community by working with other programs such as Public Health and Prevention in their efforts. We also discuss ongoing challenges including capacity and staffing issues, crisis and access to hospitals and transportation, homelessness and lack of affordable housing, criminal justice involvement, use of the residential facility, and mental health awareness and stigma within the community. The CPP happens on an ongoing basis, as opposed to a one-time focus group.

We also discuss the MHSA plan as part of our HHS leadership team which includes managers and supervisors from Child Welfare, Senior programs, Employment and Eligibility, Prevention, Public Health, and HHS Administration, as well as Behavioral Health (including Substance Use Disorder services). The MHSA Annual Update was also discussed in partner meetings with the local hospital, schools, and criminal justice entities.

Finally, we have an ongoing discussion with our regional partners as part of the CPP. Many of the challenges and opportunities that we face are linked to our geographic isolation as a "frontier county." In working with Mono and Alpine, as well as with Kern as a neighboring county, we can create strategies that best meet our unique communities while staying true to the principles and goals of the Act.

With this information, we were able to review the unique needs of our community and make sure that the programs supported through MHSA funds are well designed for our county. The overall goals of MHSA are still valid and provide an excellent guide for maintaining our MHSA services in FY 2018/2019.

Components addressed by the planning process included Community Services and Supports (CSS); Prevention and Early Intervention (PEI); and Workforce Education and Training (WET). In addition, we provided basic education regarding mental health policy; program planning and implementation; monitoring and quality improvement; evaluation; and fiscal and budget components.

The MHSA FY 2018/2019 Annual Update was developed and approved by the Behavioral Health Advisory Board after reviewing data on our current programs; analyzing community

needs based on stakeholder input; and determining the most effective way to further meet the needs of our unserved/underserved populations. In addition, the Annual Update was shared at staff meetings and at wellness center stakeholder meetings to obtain additional input and feedback on services. All stakeholder groups are in full support of the Annual Update and the strategies to maintain services.

Stakeholders and Meaningful Input

Several different stakeholders were involved in the CPP process and input was obtained through a variety of ways including stakeholder focus groups, surveys, key informant interviews and partner meetings. Input was obtained from clients who utilize services at the Wellness Centers, including the homeless population. The Wellness Centers are consumer-run programs where adults come together, facilitate classes, attend activities, and have a formal meeting at least once per month. Through these regularly scheduled meetings, we obtained input from clients on ideas for maintaining and enhancing our Wellness Centers in both Bishop and Lone Pine. These meetings are attended in Bishop by consumers including 3-6 consumers who are homeless; 2 consumers who are Hispanic; 2 consumers who are older adults; 2 consumers who are transition age youth; and approximately 5 other adult Caucasian consumers. In Lone Pine, the stakeholder group consists of 2 persons who are homeless; and 3-5 other Caucasian adult consumers.

The Annual Update built upon the information obtained during the planning process for the most recent Three-Year Plan, which included collecting 160 surveys on access, community concerns, and mental health needs. The CPP for the Three-Year Plan also incorporated interviews with key educational stakeholders, to better understand training needs, target populations, and issues around stigma.

In addition, the CPP included input from ongoing child and adult staff meetings in behavioral health services as well as multidisciplinary partner meetings. The multiple agencies involved with children's services includes Child Welfare, Juvenile Probation, Toiyabe Family Services, and the schools. The multiple agencies involved with adult services include Adult Protective Services, Employment and Eligibility, Probation, Law Enforcement and the hospitals.

LOCAL REVIEW PROCESS

30-Day Posting Period and Circulation Methods

This proposed MHSA FY 2018/2019 Annual Update has been posted for a 30-day public review and comment period from April 22 - May 22, 2019. An electronic copy is available online on the Inyo County website (<http://www.inyocounty.us/MHSA>). Hard copies of the document are available in the Bishop Behavioral Health Clinic; Bishop Social Services office; Health and Human Services Administrative office; Health and Human Services, Lone Pine office; and at all county libraries, including the Bishop, Big Pine, Independence, Lone Pine, Furnace Creek, and Shoshone branches. In addition, a hard copy of the proposed MHSA FY 2018/2019 Annual Update has been distributed to all members of the Behavioral Health Advisory Board; consumer groups; staff; Wellness Centers (Bishop and Lone Pine); and partner agencies. The Annual Update is also available to stakeholders upon request.

Public Hearing Information

A public hearing for the Annual Update review and comments will be conducted on Thursday, May 23, 2019 at 10:00 am. The meeting will be held at Progress House at 536 N. Second St., Bishop, CA 93514.

Substantive Recommendations and Changes

Input on the MHSA FY 2018-2019 Annual Update will be reviewed and incorporated into the final document, as appropriate, prior to submitting to the County Board of Supervisors and the California Mental Health Services Oversight and Accountability Commission (MHSOAC).

COMMUNITY SERVICES AND SUPPORTS

All Ages/Populations

The MHSA CSS System Transformation program provides services to all ages [children (ages 0-17); transition age youth (ages 16-25); adults (ages 18-59); older adults (ages 60+)]; all genders; and all races/ethnicities. The strategies are part of the larger system/continuum of care. We offer a “whatever it takes” service approach in helping individuals achieve their goals. This approach has allowed us the transformative flexibility to meet the person “where they are.” Services for all populations help reduce ethnic disparities; offer peer support; and promote values-driven, evidence-based practices to address each individual’s unique needs and mental health. These services emphasize the principles of empowerment, self-determination, wellness, recovery, and resiliency and offer integrated services for clients of all ages and their families. Services are delivered in a timely manner and are sensitive to the cultural needs of each individual. The wellness centers are often the first “accepted door” into the system of care by persons who do not recognize that they have a mental illness. It is critical that the wellness centers are centrally-located within the community in a comfortable setting. Our bilingual workers provide targeted outreach to the Latino population both within the schools and the community settings to build trust and to offer support in the wellness center.

A. Wellness Centers Strategy

This CSS Program includes comprehensive assessment services, including a strengths assessment approach; personal recovery planning; case management services; individual and group mental health services; crisis services; peer-led self-help/support groups; education and employment support; anti-stigma events; linkages to needed services; and housing support. Our Adult and Older Adult Wellness Centers (located in Bishop and Lone Pine) provide adults and older adults with necessary services and supports in a welcoming environment. Often persons who are homeless will be guided by partners or even community members to come to the wellness centers for support. In the last year, we have served 17 adults/older adults who identified as “homeless.” Several persons have reported that they had been steered to the wellness centers by the local church, law enforcement, social services, or the hospital. We have also received calls from these partners letting us know about persons they have referred to the wellness center or persons for whom they have concerns. During times of more extreme hot or cold or otherwise inclement weather, persons are especially engaged at the wellness centers. We will often extend the hours of the wellness centers through the lunch hour to make sure that persons have a cool/warm place to be. On occasion, we have linked persons to temporary shelter provided by the Salvation Army. We have also successfully provided targeted outreach to several persons and have engaged with them in the community, even if they are initially unwilling to come even to the wellness centers. Wellness center workers have patiently and persistently provided outreach over time to build trust with persons who have been very distrustful and distressed in their illness. Implementing a strengths model, we are taking more of services out into the field, using the community as a resource. We have become aware of persons with mental illness who have ended up incarcerated often due to a combination of mental illness and substance abuse. We have used the wellness centers as a place to connect as they re-enter the community. This can mean offering an array of services including assistance with housing,

employment and physical healthcare including more recently linkage to medication assisted treatment (MAT). At times, persons also need transitional living as they re-enter the community and are able to benefit from a combination of supports to meet their needs.

We provided ongoing peer-facilitated groups at the wellness center in Bishop, including Addiction and Recovery, Journaling, Art, Nutrition, Blanket-making, and Wellness Walking. We also provide groups such as money management, smoking cessation, gardening, and “Positive Affirmations” to persons at the wellness center facilitated by Behavioral Health staff members. Stakeholders groups were also held weekly to ensure consumer input.

Shower and kitchen facilities are available at both the lone Pine and the Bishop site, with laundry services also available in Bishop. These facilities expand the scope of available services. Consumers also take an active part in providing welcoming, sign in and phone support for the wellness center as well as providing help with cleaning and light maintenance. Consumers have been able to develop work skills through their involvement at the wellness center. The development of these skills has led to employment opportunities for a few of the consumers. Consumers are also able to earn incentive cards as well as to develop a sense of ownership and pride in the facility. A small group of consumers who choose homelessness find socialization and support at the wellness centers. In addition, as we implement the Strengths Model, we will look for opportunities to use the Strengths Assessments and Personal Recovery Plan to encourage consumers to work on self-identified goals and aspirations based on their own strengths. In this model, there is an opportunity join consumer in re-discovery and re-claiming of their lives.

Another important component of the CSS plan is in the provision of respite and transitional housing for Full Service Partners (FSPs) as needed. We continue to purchase four (4) beds at Progress House, an Adult Residential Facility. We have used these beds for persons with severe mental illness who are transitioning out of acute care, incarceration or who are homeless. We have provided transition services for four transition age youth/young adults with severe mental illness who had spent time incarcerated in our local jail and have spent time in homelessness. In addition, we have served persons who are living within the community who need a respite due to a mental health crisis. We have been able to keep persons within our community and to assist them to successfully transition back into the community through this strategy. We have provided respite stays for 18 persons, including 2 veterans. In addition to mental illness, many of the persons served in this way have evidenced co-occurring addiction issues, may have been veterans or at least spent some time in the military, and/or may have had experienced significant adverse childhood events.

As a continued effort to focus on work/volunteer experience to increase transition readiness, consumers contribute to providing reception services at the wellness center sites. At least six consumers have participated in providing welcoming and one consumer has now functioned in this role on a more long-term basis, showing skills to become a peer supporter. We worked with our partners in the HHS Prevention programs to identify events that needed some volunteer assistance including health fairs, community runs and other community events. In addition, we looked at ways to employ peers to support improvement projects at Progress House and to accompany residents on medical visits. We continue to look for ways to increase the effectiveness of this strategy through the implementation of recovery principles.

We are expanded this strategy through a combination of funds, including funds received under the Mental Health Block Grant (MHBG), as well as MHSA funds. We will continue to use a social worker working out of the Employment and Eligibility division to assist with these services. The social worker will educate persons who receive social security benefits or general assistance about the opportunities to be involved in work experience. He will identify ways to assist with minimizing the impact of symptoms by helping to identify strengths, best work environments, and need for accommodation. He will also provide support for employees and education of employers. He will also make consumers aware of housing opportunities and will assist in identifying resources to aid in obtaining a stable living environment.

We also continue to offer Latino Outreach through both the wellness center sites and within the community. A contracted bilingual therapist, also employed by the schools, provides mental health services to Latino youth and their families. These youth and families may be hesitant to come into the traditional clinic especially if there are immigration issues. The therapist treats anxiety and depression related to trauma issue as well as provides family support. This year, there was an increased need expressed around youth impacted by DACA (or the Dream Act). The contracted therapist has worked to advocate for youth and to provide support services. Approximately 10 youth were served through this CSS strategy along with outreach to at least 50 additional persons.

A specific strategy has been needed to address the needs of our isolated southeastern area of the County, the Death Valley area, closer to Nevada population centers than to Inyo towns. While there is a contract with a mental health provider in Pahrump, few persons are willing or able to engage in this service. A limited amount of telemedicine is also available for persons engaged in services. A strategy of using a Mental Health Nurse to outreach and engage with persons with mental illness in this part of the county has been most useful. The Nurse has provided services to several isolated older adults who live in this community as well as checking in with adults or youth and family who have been identified with mental illness. Persons often evidence co-occurring addiction issues as well as related health conditions. The Nurse also participates in a bi-monthly community potluck that serves to connect with residents effectively. The Nurse has further been trained as a certified Mental Health First Aid trainer and has scheduled to provide this training for interested persons in the community.

The CSS programs continue to provide the opportunity to change our service delivery model and build transformational programs and services. Over the past years, staff and consumers have worked together to build a community service program to give back to the community and reduce stigma. Consumers have conducted multiple food drives, assisted with relief efforts for fire victims, helped with park clean-up, visited older adults in a skilled nursing facility, volunteered for community events, and made blankets for the Hospice program. In addition, 3 to 5 consumers volunteer at the local Salvation Army and several more are involved in seasonal bell-ringing. These "stigma-busting" activities have allowed consumers to gain skills, meet new people, and cultivate a positive presence in the community.

The following represents our persons served under CSS strategies:

FSPs Ethnicity by Age Group

	Youth (<16 years)	TAY (16-25 years)	Adult (26-59 years)	Older Adult (> 59 years)	Total
Caucasian	1	3	13 (1 veteran)	9 (1 veteran)	26
Native American	0	0	1	1	2
Latino	0	2	3	0	5
Total	1	5	17	10	33

Average Cost per FSP = \$23,857 It is a combination of intensive services that might include transitional living at Progress House, participation in the Wellness Center array of services, coordination with health care needs and a variety of “whatever it takes” to address behavioral health needs.

Unduplicated Wellness Center Visitors by Age Group

	Youth (<16 years)	TAY (16-25 years)	Adult (26-59 years)	Older Adult (> 59 years)	Total
Bishop	4	27	121	16	168
Lone Pine	0	0	14	2	16

Number of Youth served through Latino Outreach: 3 families (14 persons) received counseling services at a rate of 143.21 per person. An additional 45 families received at least one outreach connection.

Persons receiving targeted outreach and engagement in South East County (underserved population): 12 persons received ongoing outreach and engagement within their homes plus around 26 additional participants received outreach as part of the bimonthly community dinner that is attended by the Outreach Nurse.

B. Neurofeedback/brain training

At the very end of the 17/18 fiscal year, we developed a small contract with a local provider of a neurofeedback/ brain training intervention. As this contract was implemented at the end of the year, we propose to continue this contract for 18/19. We will test the use of this strategy with a select group from this population as well as a select number of consumers who have evidenced severe mental illness.

Challenges and Mitigation Efforts

FY 2017/2018 was our fourth full year at the Wellness Center site in Bishop. We continue to have a small group of Transition Age adults, some of them who are homeless or are “couch surfing”, who access the Wellness Center. Several of these young adults have substance use disorders, often as a result of childhood trauma and abuse. A number of these persons have been incarcerated due to this substance abuse. We continue to struggle to address these persons with co-occurring mental illness and substance abuse. While often mandated by the Court to participate in counseling services, both substance abuse and mental health, these young adults

may have difficulty engaging in “talk therapy.” We continue to be welcoming and try to engage the young adults in harm reduction strategies while maintaining a safe and welcoming environment for all participants.

Another area of continued concern is in assistance to the transition population of persons with severe mental illness from adult to older adult and the definition of “older adult” imposed on this age group (over 59). We have been successful in helping to address some of the health conditions of adults through coordinated care but now struggle to find an adequate number of appropriate living situations for adults over 60 who continue to need residential support. We work closely with partners in Aging services to access housing and other support and to problem-solve around specific needs.

Significant Changes from Previous Fiscal Year

In FY 2018/2019, we will begin the implementation of the software, Common Ground, to improve communication between clients and our psychiatric staff. CommonGround software allows the client to develop an “appointment report” just prior to meeting with their provider. Via a confidential workstation, the client enters into the software their wellness concerns and goals; symptoms; current medications and any concerns, such as side effects; additional service needs; and a specific goal for the appointment. Staff are available to help clients navigate the software, if needed. When the provider and client meet, they use the report to make shared decisions about the client’s treatment, which results in improved medication compliance and better outcomes.

No other significant changes to CSS are anticipated in this fiscal year.

PREVENTION AND EARLY INTERVENTION

Prevention Programs

PEI Prevention Programs – Descriptions and Outcomes

Elder Outreach Program/ Friendly Visitor (FV) Program

Our community has a large proportion of seniors. This PEI program has been helpful at identifying at-risk seniors who begin to exhibit signs of depression, prescription drug abuse, isolation, and other conditions related to the aging population. This Older Adult PEI Program has provided outreach and engagement, early mental health screening, and prevention services to older adults who had been receiving services in the community and through county resources. This program also trains agency partners to recognize the signs and symptoms of mental illness in older adults.

The Elder strategies consist of two related components along the continuum from prevention to early intervention with seniors:

The FV program has been implemented to provide prevention services to isolated seniors who have evidenced symptoms of depression and are living alone in the community. We have funded two part-time Program Services Assistants, one in the northern part of the county and one in the southern part of the county. The meal delivery staff identify seniors who evidence symptoms of depression and/or anxiety and who might benefit from a visitor. The visitor, who may also be a senior, develops a plan with the senior to address the depression and prevent further exacerbation of symptoms.

In 17/18, the program provided services to 31 seniors at a cost of approximately \$1,450 per person served. A total of approximately 1565 hours were provided with 49% of these hours provided in south county and 28% provided in southeast county, our most underserved areas of the County. A PHQ2 is used as an initial screen with a PHQ9 used to follow up on those found to be “at risk” from the PHQ2 responses. As might be expected, complex medical issues, including pain, fatigue, and insomnia were reported by a majority of participants.

The PEI also partially funds a mental health nurse to provide screening, referral and linkage, and support services to prevent the exacerbation of mental health conditions. The program, utilizing a Behavioral Health Nurse, offers comprehensive assessment services to those older adults at risk of developing mental health problems that may interfere with their ability to remain independent in the community. The Nurse then links these individuals to resources within the community, including County Behavioral Health services. This program offers service alternatives for older adults who have been unserved and underserved in this community. Services are voluntary and client-directed, strength-based, employ wellness and recovery principles, address both immediate and long-term needs of program members, and are delivered in a timely manner that is sensitive to the cultural needs of the population served.

The role of the Behavioral Health Nurse is first to provide the initial assessment to potential candidates for prevention services such as the Friendly Visitor Program or Healthy Ideas. A member of the Adult Services team will further involve the Behavioral Health Nurse when intervention may be warranted, especially if any suicidal ideation is noted.

The Behavioral Health Nurse collaborates closely with other agencies that provide services to this population, including In-Home Supportive Services, Adult Protective Services, Eastern Sierra Area Agency on Aging, local physicians, Public Health, nursing homes, home health agencies, and the home delivery meals program. All agencies receive training to help them recognize signs and symptoms of mental illness in older adults.

The Behavioral Health Nurse also provides services to older adults in community settings that are the natural gathering places for older adults, such as our Senior Center sites in the community sites of Bishop, Big Pine, Independence, Lone Pine, and Tecopa. Older adults who need additional services are referred to a Friendly Visitor (see below) or to Behavioral Health for ongoing treatment, as appropriate.

In the past year, outreach visits were made to 17 older adults. This strategy again targets the more isolated parts of the county. One Native American and one Hispanic older adult have been served with the remainder being Caucasian. PEI funding also has allowed us to provide care coordination/case management as additional support to the Older Adult PEI program.

PEI Prevention Programs – Challenges and Mitigation Efforts

As reported in earlier plans, we continue to struggle with challenges of finding appropriate transitional housing for older adults as they begin to evidence health challenges as well as mental illness. Moving forward, we continue to investigate housing alternatives and funding such as No Place Like Home that may offer opportunities to assist in funding housing for seniors with mental health and physical health challenges. In addition, we will continue to investigate the viability of using a regional approach to address residential or other housing needs. We also continue to educate the community around the need for a community system of care solution to address this need.

PEI Prevention Programs – Significant Changes

No significant changes from previous year's plan.

PREVENTION AND EARLY INTERVENTION

Early Intervention Programs

PEI Early Intervention Programs – Descriptions and Outcomes

A. Parent-Child Interaction Therapy (PCIT) Community Collaboration

Our Child and Family Program Chief had been certified to offer Parent-Child Interaction Therapy (PCIT), an evidence-based intensive parent-training program which has been found to be effective for families with aggressive, defiant, and non-compliant children; families with parents who have limited parenting skills; and families who have experienced domestic violence and/or child abuse. PCIT focuses on promoting positive parent-child relationships and interactions, while teaching parents effective parenting skills. PCIT has been shown to be an effective treatment program for children ages 2-7 years. This program has been adapted as an intervention for many different types of families (child welfare population, at-risk families, adoptive families, foster families, and other languages including Spanish).

PCIT teaches families individualized parenting skills that are developed through a process in which parents directly receive instruction through an earpiece that is linked to a therapist. The therapist, behind a one-way mirror and/or via a live camera feed, observes interactions between the parent and child, coaches the development of relationship enhancing techniques, and gives behavioral interventions for responding to difficult parent-child situations. Sessions last about one hour, occur over 18-20 weekly visits, and show very strong outcomes for both parents and children.

PCIT is a highly effective program and the families show improved outcomes because of this intensive parenting program. In addition, the children and their siblings show improved behavior (positive social interactions, following directions, reduction in acting out behavior) as a result of the program.

Due to the retirement of the certified trainer for PCIT in May, 2017 and the turnover of an additional therapist, we were concerned regarding our ability to continue with a PCIT strategy. In 17/18, we kept the program going minimally by hiring a retired annuitant in the specific role of providing PCIT training and supervision to our Child and Family staff as well as interested partners. We have served two additional families with this intervention. The approximate cost per family served under PCIT is \$6, 5361.

We propose to continue the contract with the certified trainer in 18/19 in order to maintain our PCIT services.

B. Latino Outreach and Early Intervention Services

In 17/18, we employed a Spanish-speaking Licensed Clinical Social Worker (LCSW) to provide early intervention services to the underserved Latino population. In 17/18, the LCSW position

provided outreach to several community groups including to Team Inyo, a consortium of prevention programs and to several school events. As part of this strategy, a community survey was developed to look at the whether the Latino population was aware of mental health resources and to identify the places where this population may seek support. As a result of this survey, the LCSW began an early intervention psychoeducational series of groups for Spanish-speaking women to increase level of support and to address issues of anxiety and trauma issues. This service has been offered at our clinic site and has been attended by 15 women over the past year.

C. Families Intensive Response Strengthening Team (FIRST)

In 17/18 implemented the use of some CSS funds to support families participating in our around program, FIRST. As part of our overall ICHHS Children's System of Care, the FIRST program employs a wraparound model in working with families with youth at risk of placement in a high level of out of home placement as well as families in need of intensive services as a means of building protective factors. This approach allowed us to include an intervention strategy for our work with "at risk" families and we are able to strengthen these families using a child/family team model. Our team consists of a supervisor who had worked extensively in a drug court program who could lead the team encouraging home-based support, a Parent Partner, a Social worker and two HHS Specialists. We also pull in resources from the Behavioral Health Child and Family program, our Substance Use Disorder program; First Five program as well as other agencies to intensively support the families. As the result of this expansion, we have served families with younger children. We are continuing to look for ways to expand the successful wraparound and home-based services as we plan to more fully implement the Continuum of Care Reform. Due to the blended funding strategy, we served 16 families under the FIRST strategy. Results suggested an increase of 61% in Protective Factors as measured on the Family Development Matrix. The largest increase was seen on the factors of Child Development Services and Parent Knowledge of Child Development. In 18/19, we propose to continue our partial funding of this effective strategy. The MHSA portion of the costs was \$251,682 for an approximate cost of \$15,730 per family.

PEI Early Intervention Programs – Challenges and Mitigation Efforts

A continuing barrier for Inyo County is the small number of staff and the issues caused when staff vacancies occur. In a small county, all vacancies are "key" and have an impact on service delivery and strategy implementation. We were able to hire our previously certified trainer in PCIT to provide training and supervision in PCIT to interns and HHS Specialists as well as persons in the FIRST program and others from partner agencies. This approach will continue to be used to mitigate the loss of the strategy due to staff turnover.

In FY 2018/2019, we propose to address the need for school-based early intervention services through the support of the North Star Counseling Center. This strategy will allow North Star to hire an additional intern to provide early intervention services, such as one to one and group counseling, as well as presentations on topics to create increased mental health awareness and decrease stigma.

PEI Early Intervention Programs – Significant Changes

The following change from the previous plan is proposed: We will fund additional school-based services by providing funding support to North Star Counseling. This year, we will pursue a contract with NorthStar counseling for school-based counseling for early intervention services. North Star Counseling came under the supervision of Inyo County Superintendent of Schools during the 17/18 school year. It is the sole source of low cost/no cost school-based early intervention counseling services for students that do not meet the medical necessity criteria for Medi-Cal services. The PEI funds will be used to partially support expanded school-based early intervention services for youth and families throughout the County. The program will include individual and group counseling for students and families as well as projects targeting suicide prevention and stigma reduction for all school districts throughout the County. ICSOS North Star will develop a work plan in conjunction with Behavioral Health and will report back the necessary tracking and outcome data on a quarterly basis. The funds will be used for personnel costs, training, and project implementation and evaluation costs over the next two fiscal years. The use of this strategy will be proposed for the FY 18/19 and 19/20 updates to the MHSA PEI Plan.

PREVENTION AND EARLY INTERVENTION

Outreach / Suicide Prevention / Stigma Reduction

PEI Programs – Descriptions and Outcomes

A. Outreach

ICHHS-BH has participated in funding statewide outreach efforts through CalMHSA. In addition, we have provided three Mental Health First Aid (MHFA) classes. We have trained an additional 30 community members in MHFA.

B. Suicide Prevention

ICHHS-BH has participated in funding statewide suicide prevention efforts through CalMHSA. We also employed a retired annuitant to provide suicide prevention training in our jail, our Juvenile Center and to our staff as part of crisis intervention.

C. Stigma Reduction

ICHHS-BH has participated in funding statewide stigma reduction through CalMHSA for events such as Directing Change and Each Mind Matters. In addition, we have addressed issues of stigma through consumer participation as volunteers in community events such as health fairs, “trunk or treat,” and fun runs. Wellness Center visitors and Progress House residents have also organized and participated in food drives for the local food banks. We again held two kite-flying events during Mental Health Awareness month in 2018.

PEI CalMHSA Programs – Significant Changes from Previous Fiscal Year

Outreach: We propose to provide at least three (3) MHFA trainings per year to the community, including at least one per year in south county. In addition, we propose to fund the North Star counseling staff to be involved in outreach efforts to students in the high schools.

Suicide Prevention: In this three-year plan, we propose to provide training in the ASSIST model to school counselors and staff.

Stigma Reduction: We propose to fund North Star counseling staff to join the Child and Family team in participation in Directing Change.

INNOVATION

Community Care Collaborative

INN Programs – Descriptions and Outcomes

A. Community Care Collaboration Project

The Inyo County Community Care Collaborative (CCC) was implemented to improve coordination of care with primary health care services for adults, ages 18 and older, with a serious mental illness. Persons with a serious mental illness are more likely to have chronic health conditions, and have shortened life spans by up to 25 years, compared to the general population. Increasing access to and coordination with primary care services for our clients with a serious mental illness is a high priority for ICHHS-BH. By coordinating and co-locating health and mental health services, we are able to improve outcomes for our clients and improve access to primary care services.

The Innovation Project funding supported the development of a CCC Team by partially funding one full-time Behavioral Health Nurse position (1.0 FTE) to coordinate and integrate health and wellness activities for behavioral health clients and partially funding a one full-time Administrative Analyst position to collect, track, and analyze outcome data based on a quality improvement model. While all new consumers entering services assisted to link with a primary care physician, the target population is now behavioral health consumers with serious health conditions who are also enrolled and receiving services at the Northern Inyo Hospital Rural Health Clinic (NIHRHC). We currently coordinate care for approximately 70 individuals to improve health outcomes.

The Coordinated Care Collaborative addressed the following:

- Identifies individuals who do not have an identified primary care physician, or routinely use primary care services, and links them to the appropriate provider/health clinic/healer/alternative health care in the community. It is now part of our admission process to assess whether each person has a primary care physician and to link that person with care if it is not in place. As a result of these efforts, nearly all admitted persons have primary care services.
- Collecting basic health information, including lab work, on individuals to help understand each person's current health indicators. Staff work with the individual to understand their health indicators (e.g., height, weight, body mass index, A1c and other risks for diabetes, carbon monoxide monitor results, hypertension/blood pressure, cholesterol, and lung functioning). These health indicators are used to inform both the individual and staff on high risk health factors, and allow them to work together with the health clinic to identify goals on improving their health and wellness.

- Participating clients allow for the reconciliation of medications between ICHHS-BH and NIHRHC. A work flow has been tested and developed to allow for the sharing of this information between the two entities to best coordinate the medication needs. This work flow continues to be rather cumbersome and includes faxing of documents between providers. We continue to look for more streamlined ways to communicate.
- Clients and staff work together to develop health and wellness activities to support clients to improve their health. These activities include developing walking groups, nutrition and cooking groups, and mindfulness. There is also a smoking cessation group offered at the Bishop Wellness Center. Wellness information is also offered to CCC clients, to provide support and information to help individuals make healthy choices. These activities help the team provide supportive services which will lead to positive outcomes.
- Peer Support has been recognized to be an important component of the coordinated care approach. We have trained peer supporters to assist with health goals and to accompany consumers to medical appointments to provide support and another “listening ear.”
- We have collected and tracked population health data as well as tracking data on each consumer who has been identified as needing more intensive care coordination.

In the last two years, the Coordinated Care project has continued to be spread to the jail/re-entry population. As part of the Stepping Up Initiative, we are aware of the persons with a mental health condition within our jail. We serve persons in the jail who evidence mental health conditions as well as health conditions. We track all persons who are receiving psychotropic medication to treat a mental health condition or who have been identified as needing this type of treatment. Our tracking of the number of persons on psychotropic medication proportionate to the total number of inmate population suggests that 25%-34% of inmates have a mental health condition, often in conjunction with a substance use disorder. Approximately 50 unduplicated persons receive this service per year.

We have continued weekly care coordination meetings with the Behavioral Health nurse, the Corrections Nurse, a Behavioral Health Counselor, the Re-entry Coordinator, and the Deputy HHS Director of the Behavioral Health Division. A coordination plan was discussed for each inmate and the team would make sure that there was ongoing care coordination between the Psychiatrist and the Health Officer and that communication was maintained. The Behavioral Counselor provides outreach and engagement and makes a recommendation for continued services. The Re-Entry Coordinator looks at ongoing needs in the community such as housing, employment, and access to benefits such as Medi-Cal.

A majority of persons in this population have co-occurring substance abuse disorders and several of these persons have health conditions as a result. Most of the persons in this population have not received any consistent primary care or behavioral health treatment. The goal of this coordination is not only to treat and stabilize mental health and health conditions during incarceration but also to support the continued treatment during re-entry back into the community. In FY 17/18, 43 inmates on psychotropic medication were released back into the community. The Corrections Nurse provided medication to the inmates upon release or made arrangements for persons to connect with Behavioral Health for ongoing services and/or to their

primary care physician for treatment of ongoing medical conditions. In FY 17/18, six persons with severe mental health symptoms accessed transition services at Progress House. An additional 28 persons received assistance to link with further health care including seven persons who were linked for intensive case management and medication services, six persons who were referred to Toiyabe Indian Health Services and around 15 more who were linked to physical health care for complex medical issues.

B. INN Funds Reversion Plan

An Innovations reversion plan has been submitted and approved by the Oversight and Accountability Commission in accordance with AB114. This plan was submitted as part of the Cohort 2 for the Innovations Technology Suite. It is attached to this document as Attachment I and includes the budget documents.

INN Program – Challenges and Mitigation Efforts

The Challenge of this Innovation Program continues to be in the lack of a shared electronic record in which to communicate across systems between health/jail health and behavioral health, including both mental health and the physical health for persons with complex needs. One way that we have found to mitigate this challenge, at least for those person identified in the criminal justice setting as having these complex needs, is to begin the re-entry process at the time of incarceration and to develop teams that bridge the transition. Thus a behavioral health nurse supervisor oversees jail health as well as behavioral health nurses. The Psychiatrist in the jail works with the corrections nurse as well as the supervising behavioral health nurse. The behavioral health nurses, in turn, coordinate services for identified behavioral health needs as well as physical health care. In addition, as the community moves to a greater openness to Medication Assisted Treatment (MAT) and the treatment of addiction as a public health issue, we can move further toward a true integrated care and recovery model.

INN Program – Significant Changes from Previous Fiscal Year

This Innovation project will be completed during FY 18/19.

As mentioned above, see Attachment I for the AB 114 Innovations Reversion Plan This plan includes the time period through June 30, 2020 as well as continuing through June 30, 2021 as the Innovation Project.

WORKFORCE EDUCATION AND TRAINING (WET)

NOTE: The initial ICHHS-BH WET funds have been fully and successfully implemented. We are proposing to transfer \$30, 000 from CSS funds into Workforce Education and training to be used to continue the implementation of the evidence-based strengths model to include training of staff and peers around supported employment models and other strengths-related interventions. In addition, we propose that funds be used to train the trainer model around Mental Health First Aid.

CAPITAL FACILITIES/TECHNOLOGY

NOTE: The initial ICHHS-BH Capital Facilities/Technological Needs (CTFN) projects have been fully and successfully implemented. This year we are proposing to transfer \$90,000 into the CTFN to be used as partial funding to purchase the property that includes the Lone Pine Wellness Center. Currently, we are renting half of a duplex in a home-like setting on this property. The funds would go to offset a portion of the purchase of the entire duplex. Funds from other sources, including social services and probation, would be used to pay for the rest of the purchase and to allow for renovation. The purchase of the duplex will allow for a closer access to an array of services and allow for further hours for the wellness center. In addition, there will be the possibility of extended hours and/or access to the showers and cooking capability of the wellness center which is currently limited by staffing capabilities.

Budgets:

**FY 2018/2019 Mental Health Services Act Annual Update
Funding Summary**

County: **INYO COUNTY**

Date: 4/18/19

	MHSa Funding					
	A	B	C	D	E	F
	Community Services and Supports	Prevention and Early Intervention	Innovation	Workforce Education and Training	Capital Facilities and Technological Needs	Prudent Reserve
A. Estimated FY 2018/2019 Funding						
1. Estimated Unspent Funds from Prior Fiscal Years	2,146,950	220,360				
2. Estimated New FY 2018/2019 Funding	1,421,849	355,462	93,543			
3. Transfer in FY 2018/2019 ^{a/}	(120,000)			30,000	90,000	
4. Access Local Prudent Reserve in FY 2018/2019						
5. Estimated Available Funding for FY 2018/2019	3,448,799	575,822	93,543	30,000		
B. Estimated FY 2018/2019 MHSa Expenditures	1,158,047	10,000	93,543	30,000		
G. Estimated FY 2018/2019 Unspent Fund Balance	2,290,752	565,822				

H. Estimated Local Prudent Reserve Balance	
1. Estimated Local Prudent Reserve Balance on June 30, 2018	831,442
2. Contributions to the Local Prudent Reserve in FY 2018/2019	
3. Distributions from the Local Prudent Reserve in FY 2018/2019	
4. Estimated Local Prudent Reserve Balance on June 30, 2019	831,442

a/ Pursuant to Welfare and Institutions Code Section 5892(b), Counties may use a portion of their CSS funds for WET, CFTN, and the Local Prudent Reserve. The total amount of CSS funding used for this purpose shall not exceed 20% of the total average amount of funds allocated to that County for the previous five years.

**FY 2018/2019 Mental Health Services Act Annual Update
Community Services and Supports (CSS) Funding**

County: **INYO COUNTY**

Date: 4/18/19

	Fiscal Year 2018/2019					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CSS Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
FSP Programs						
1. System Transformation (FSP)	596,570	596,570				
Non-FSP Programs						
1. General System Development (80%)	364,960	364,960				
2. Outreach and Engagement (20%)	91,240	91,240				
CSS Administration	105,277	105,277				
CSS MHSA Housing Program Assigned Funds						
Total CSS Program Estimated Expenditures	1,158,047	1,158,047				
FSP Programs as Percent of Total	51.5%					

Prevention and Early Intervention (PEI) Funding

County: **INYO COUNTY**

Date: 4/18/19

	Fiscal Year 2018/2019					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated PEI Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
PEI Programs - Prevention						
1. Friendly Visitor /Elder Outreach	114,585	114,585				
PEI Programs - Early Intervention						
6. PCIT Community Collaboration	61,700	61,700				
7. FIRST Program	132,213	132,213				
8. North Star Counseling	100,000	100,000				
PEI Programs - Outreach / Suicide Prevention / Stigma Reduction						
11. Mental Health First Aid	0	0				
12. Latino Outreach	52,885	52,885				
PEI Administration	15,425	15,425				
PEI Assigned Funds (CalMHSA)	10,000	10,000				
Total PEI Program Estimated Expenditures	486,808	486,808				

**FY 2018/2019 Mental Health Services Act Annual Update
Innovations (INN) Funding**

County: **INYO COUNTY**

Date: 4/18/19

	Fiscal Year 2018/2019					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated INN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
INN Programs						
1. Community Care Collaborative (CCC)	93,543	93,543				
INN Administration						
Total INN Program Estimated Expenditures	93,543	93,543				

Note: Innovations Approved Reversion Plan, including budget documents is attached in its' entirety as Attachment I.

**FY 2018/2019 Mental Health Services Act Annual Update
Workforce, Education and Training (WET) Funding**

County: **INYO COUNTY**

Date: 4/18/19

	Fiscal Year 2018/2019					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated WET Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
WET Programs						
1. Fundamental Training Program	30,000	30,000				
WET Administration						
Total WET Program Estimated Expenditures	30,000	30,000				

**FY 2018/2019 Mental Health Services Act Annual Update
Capital Facilities/Technological Needs (CFTN) Funding**

County: **INYO COUNTY**

Date: 4/18/19

	Fiscal Year 2018/2019					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CFTN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
CFTN Programs - Capital Facilities Projects						
1. <i>South County Wellness Center</i>		90,000				
2.						
3.						
4.						
5.						
CFTN Programs - Technological Needs Projects						
6. <i>No programs at this time</i>						
7.						
8.						
9.						
10.						
CFTN Administration						
Total CFTN Program Estimated Expenditures						



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER
13

FROM: Planning Department

FOR THE BOARD MEETING OF: May 28, 2019

SUBJECT: Consider approval of a contract between Inyo County and *TEAM Engineering & Management, Inc.*, to provide National Environmental Policy Act (NEPA) review, pursuant to the Memorandum of Understanding (MOU) between the U.S. Forest Service and Inyo County that would lead to perpetual easements for County maintained roads, crossing Forest Service land that are being considered for combined-use.

DEPARTMENTAL RECOMMENDATIONS:

Request Board 1) consider approval of an agreement between Inyo County and *TEAM Engineering & Management Inc.*, which would allow *TEAM* to initiate work, as the third-party contractor for environmental services, pursuant to the MOU approved by the Board on May 14, 2019, between Inyo County & the U.S. Forest Service related to the Inyo County road jurisdiction National Environmental Policy Act (NEPA) review project, and 2) authorize the chairman of the Board of Supervisors to sign the Inyo County contract with *TEAM Engineering & Management, Inc.*, pending Board approval of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On May 14, 2019, the Board approved an MOU, between Inyo County and the U.S. Forest Service, detailing the roles and responsibilities of a NEPA document evaluating potential environmental impacts resulting from jurisdictional agreement(s) between Inyo County and the Inyo National Forest for those County roads that are part of the Inyo County Maintained Mileage System that cross Inyo National Forest land and are proposed for combined use. Inyo County was awarded a State Parks grant to complete the environmental review for this project. The starting date for the grant was December 27, 2017.

TEAM Engineering responded to a Request for Proposals (RFP), noticed on November 9, 2018, to a list of qualified environmental consulting firms that is maintained by the County Public Works Department. The deadline for SOQs was set for December 14, 2018, and the County received proposals from three environmental firms. A County selection committee was created to evaluate these proposals and it was determined that *TEAM Engineering* was best suited to meet the demands of the contract.

Project Scope

The County has a need to perfect the rights of way with the Forest Service for County roads that cross Inyo National Forest land. The option being considered today is contract that would provide a National Environmental Policy Act (NEPA) review that satisfies the requirements of a jurisdictional agreement for only those roads proposed for combined-use. In addition to the tasks governed by the MOU, Inyo County may direct the Primary Consultant to conduct other related environmental review and documentation tasks, as described in the RFP from November 2018. Please note that Forest Service will be the NEPA lead agency and *TEAM's* will be

reviewed and managed by Forest Service. Any tasks related to California Environmental Quality Act (CEQA) will be under the sole direction and oversight of Inyo County, which is the CEQA lead agency. The required CEQA compliance efforts are yet to be determined based on the Jurisdictional Agreement(s) and easement(s) determined to be necessary for project approval.

Background

AB 628, creating Vehicle Code section 38026.1, was passed by the State Legislature and signed into law in 2011 and then extended by SB 1345 in 2016. The bill authorizes Inyo County to establish a pilot project and designate specified combined-use highways to link existing off-highway motor vehicle trails and trailheads on federal Bureau of Land Management or United States Forest Service (USFS) lands, and to link off-highway motor vehicle recreational-use areas with necessary service and lodging facilities, in order to provide a unified linkage of trail systems for off-highway motor vehicles. The law will sunset on January 1, 2020 unless enacted or extended by the Legislature.

The County of Inyo adopted Implementing Procedures for AB 628 (Implementing Procedures) consistent with the requirements of Vehicle Code sections 38026.1(b)(1) & (2) in 2012. On October 12, 2012, the project proponents (Adventure Trails System of the Eastern Sierra, LLC) submitted 38 separate applications to Inyo County. Each application sought County designation of a combined-use route project permitting Off Highway Vehicles (OHV) to share the road with regular vehicular traffic as allowed by Vehicle Code section 38026.1. Each application was for an individual project, collectively referred to as the ATV Adventure Trails of the Eastern Sierra Project. Each application was filed in accordance with both AB 628 and County Implementing Procedures.

Before the Board of Supervisors considered the 38 combined-use applications, the project proponents requested that the Board limit its consideration to just 8 combined-use routes, with one of the routes being revised. On January 22, 2015, the Board of Supervisors approved seven combined-use routes. Three routes were opened in the summer of 2015 and then the last four were opened this year after the City of Los Angeles approved a letter of permission to allow routes to operate that have a start point on LADWP-owned land leased by the County.

Inyo National Forest

The Forest Service noted that no right of way agreements or easements have been identified which grant the County authority to maintain the roads on Forest Service lands proposed to be designated as combined use routes. The Forest Service stated that in order for the County to proceed with the portion of the Pilot Project located on USFS land, an agreement between the Forest Service and the County must be in place that clearly describes an easement or right of way for the road that is being used for combined use. Before the Forest Service can consider entering into such an agreement, or granting an easement for the roads, there would have to be compliance with NEPA. The NEPA review of County roads will require environmental surveys along the entire portion of the road that crosses Inyo National Forest land. The proposed contract, recommended by County staff, would provide the required NEPA analysis necessary for the County's Pilot Project. Once the field information has been completed, it is estimated that it would take 12-18 months to complete NEPA.

Initially, the Forest Service had some reluctance to reach an agreement that would grant the County a perpetual easement to operate these roadways; however, Inyo County and Forest Service negotiated a final MOU, and the Board of Supervisors gave its approval on May 14, 2019. By approving the proposed contract with *TEAM*, to perform NEPA analysis in compliance with the final MOU, future projects are now more agreeable to each party, as the agreement with the Forest Service will provide the County with a perpetual easement to operate roads the County maintains on Forest Service land. The County is now better prepared to undertake projects on these roads and to respond to emergency events that effect roadway operation.

ALTERNATIVES:

- 1) The Board could choose to not approve the proposed contract with *TEAM Engineering*, and ask County staff to reissue a Request for Proposals, in order to locate a different environmental firm that could provide the necessary NEPA analysis required by the County approved MOU.
- 2) The Board could choose to approve the proposed contract with *TEAM*
- 3) The Board could choose to approve the proposed contract with *TEAM*, with specific suggestions about how to modify the contract. Any changes would require further negotiation with *TEAM Engineering*.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

In order to complete the NEPA document for the jurisdictional review, the Board will be asked to finalize the budgeting for this project. The grant project scope includes:

- Archaeological & Biological Surveys by a consultant of the entire length of each roadway. The right of way width will in general be 66 feet, including existing drainage features. This may vary by road with some roads not having a wider right of way and some roads having a narrower right of way.
- Completion of an Environmental Assessment (EA) & an Initial Study (IS), by a consultant
- Reimbursement to Planning Department and County Counsel for their time reviewing / working on the environmental document
- Reimbursement to Inyo National Forest staff for their time reviewing the environmental document and working with the consultant (covered by the Cost Recovery Agreement, estimated as \$67,344.82)

The original estimated cost to complete the State Parks grant project is \$618,407, with the County responsible for providing a 26% match. *TEAM Engineering* has submitted a bid of \$220,698 to complete the environmental review required for the project. We are asking that the Board to approve the contract with *TEAM* for an amount not to exceed \$220,698; the County will then provide 26% (\$74,891) in matching funds. Although the total project cost is estimated at \$362,933, an additional future component will be to be pay Forest Service staff for their time reviewing the actual right of way legal instruments.

Funds for this contract will come from the Road Department and from the Local Transportation Commission (LTC) budgets. The estimated cost for the matching funds of the State Parks grant is \$57,382. The matching funds would be taken from the Road Department and the Transportation and Planning Trust budgets in Fiscal Years 2018-2019, 2019-2020, and 2020-2021. The LTC will fund up to \$149,000 based on the current project load for Planning, Programming, and Monitoring funds and the amount of those funds forecast to be available to the LTC. The remaining funds would come from the Road Department.

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 *5/14/19*

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 *5/22/2019*

PERSONNEL DIRECTOR

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

[Handwritten Signature]

Approved:

Date

5/23/19

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Handwritten Signature]

Date:

5/23/19

Attachments: proposed contract between Inyo County & TEAM Engineering & Management, Inc.

**AGREEMENT BETWEEN COUNTY OF INYO
AND TEAM ENGINEERING & MANAGEMENT, INC.
FOR THE PROVISION OF ENVIRONMENTAL SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the environmental services of *Team Engineering & Management, Inc.* (hereinafter referred to as "Consultant") on behalf of the United States Forest Service, Inyo National Forest (who is a third party beneficiary of this Agreement), 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 serve as the Primary Consultant (aka "third party contractor") referenced in that certain Memorandum of Understanding (MOU) between the County and the United States Forest Service, Inyo National Forest, entered into on or about May 14, 2019, pertaining to County maintenance and use of certain roads on U.S. Forest Service land, including proposed combined use of off-highway vehicles (OHVs) on such roads as part of the County's "Adventure Trails" pilot project (hereinafter "the MOU"). The MOU is incorporated herein by this reference, and Consultant acknowledges having received and read a copy of said MOU from the County. Among other things, the MOU requires the County (sometimes referred to in the MOU as the "Proponent") to arrange for environmental services to be performed by a third party contractor retained and paid by the County but working under the direction of and reporting to the Forest Service. The third party contractor is sometimes referred to in the MOU as the "Primary Consultant." The environmental services primarily involve preparing and assisting the Forest Service staff in preparing environmental analyses, surveys, and decision documents under the National Environmental Policy Act (NEPA). Consultant shall at all times conform its conduct and perform services in the manner described by the MOU, including but not limited to the Communications Protocol attached to the MOU, which shall be signed by the Consultant (and by representatives of the Forest Service and the County).

In addition to the tasks governed by the MOU, as stated above, Inyo County may direct the Primary Consultant to conduct other related environmental review and documentation tasks, as described in the Request for Proposals dated November 9, 2018. All tasks which are not encompassed by the MOU will be under the sole direction and oversight of Inyo County. This includes environmental review and documentation in compliance with the California Environmental Quality Act (CEQA). The required CEQA compliance efforts are yet to be determined based on the Jurisdictional Agreement(s) and easement(s) determined to be necessary for the project approval. Based on the November 2018 RFP and TEAM's Proposal dated December 14, 2018, it is anticipated to require an IS/MND with Inyo County Planning Department as Lead Agency.

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

2. TERM.

The term of this Agreement shall be from May 28, 2019 to December 27, 2020, unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Consultant in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Consultant pursuant to this Agreement.

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work 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 Inyo County Department of Public Works, attn. John Pinckney. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Fees (Attachment B). 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 B, 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 \$ 220,698.00 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. 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. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day; provided, however, that the statement shall not reveal information that Consultant is not allowed to reveal pursuant to the MOU. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

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

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

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

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

complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A, which are requested by the Forest Service. 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 the Forest Service 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. 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 and the Forest Service. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County and Forest Service.

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 C 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.

Consultant agrees to indemnify, including the cost to defend, the County and the Forest Service, and their officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County; and does not apply to any passive negligence of the County unless caused at least in part by the Consultant.

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

County of Inyo Modified Contract - No. 156

(Independent Consultant - Professional)

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, nor substitute any subcontractors or experts without the express written consent of County and the Forest Service. 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-two (22) 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. Consultant, its professional personnel, and its subcontractors shall execute disclosure statements in a form

acceptable to the Forest Service, stating that they have no financial interest or other interest in the outcome of the analysis to be completed for the Forest Service pursuant to the MOU.

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT.

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

23. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which 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:

Public Works _____ Department
P.O. Box Q _____ Address
Independence, CA _____ City and State

Consultant:

Team Engineering & Management, Inc. _____ Name
P.O. Box 1265 _____ Address
Bishop, CA 93514 _____ City and State

24. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO
AND TEAM ENGINEERING & MANAGEMENT, INC.
FOR THE PROVISION OF ENVIRONMENTAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
28th DAY OF May, 2019.

COUNTY OF INYO

CONSULTANT

By: _____
Signature

Print or Type Name

By: _____
Signature

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO
AND TEAM ENGINEERING & MANAGEMENT, INC.
FOR THE PROVISION OF ENVIRONMENTAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
28th DAY OF May, 2019.

COUNTY OF INYO

CONSULTANT

By: _____
Signature

Print or Type Name

By: _____
Signature

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A
AGREEMENT BETWEEN COUNTY OF INYO
AND TEAM ENGINEERING & MANAGEMENT, INC.
FOR THE PROVISION OF ENVIRONMENTAL SERVICES

TERM:

FROM: 28 May 2019 TO: 27 December 2020

SCOPE OF WORK:

(SEE ATTACHED)

SCOPE OF WORK & REQUIRED DELIVERABLES

BOTANICAL SURVEYS & ANALYSIS

Inyo National Forest, Forest Service, USDA

Blake Engelhardt, Inyo NF Botanist, bmengelhardt@fs.fed.us, 760-873-2495

4/9/2019

Inyo County Road Easements/Adventure Trails Project

1. PURPOSE

For all projects and activities authorized on National Forest System lands, the Forest Service must document the potential effects associated with the proposed action to federally threatened, endangered, and proposed, and Forest Service Sensitive plant species (TESP); other botanical resources, such as uncommon plant communities and designated areas (e.g. fens, Research Natural Area); and invasive plants (FS Regulation and Policy, Inyo NF Land Management Plan, NEPA, ESA, EO 13112). Botanical survey results are used to inform the effects analysis as well as refine the proposed action and/or develop project protection or mitigation measures.

This document describes Inyo National Forest (INF) requirements and expectations for botanical surveys, data recording, and environmental analysis. Final review and concurrence by INF botany staff will be contingent upon receipt of required deliverables in acceptable formats.

2. PROJECT DESCRIPTION

The Inyo County Board of Supervisors proposes the Inyo County Road Easements/Adventure Trails Project on eight Forest Service roads totaling ~26 miles on the White Mountain and Mt. Whitney Ranger Districts of the INF. The survey area for the project will consist of 50 feet on both sides of the center line of the project roads, as well as any adjacent road junctions or staging areas where increased recreation use is likely as a direct result of the change of use of these roads. See provided GIS data and maps.

3. REQUIREMENTS

3.1 Overview of Required Deliverables

SURVEY RESULTS: Spatial boundary and associated tabular data that meets data requirements for:

1. Botanical Survey Area
2. TESP Occurrences
3. Invasive Plant Infestations

ENVIRONMENTAL ANALYSIS: Written report that documents survey methodology and results, as well as project effects assessment for TESP plants (i.e. *Biological Evaluation*), invasive plants (i.e. *Invasive Plants Risk Assessment*), and other botanical resources (i.e. special habitats and designated areas).

3.2 Pre-Field Review

Complete a review of existing information and literature prior to conducting the field survey. At a minimum, review the following data sources:

SURVEY: Survey ID, Survey Type (*General, Intuitive-Control, Complete*), Target Species (*objects of survey, list*), Target species found? (Y/N), Suitable habitat found? (*for the target species, Y/N*).

TESP EO: Site ID, Scientific Name, Revisit? (Yes/No), Survey Date(s), Examiner(s) (*First and Last Names*), Plant Density (*either count of individuals or % canopy cover within spatial boundary*), Phenology (*vegetative, bolting, flowering, fruiting, senescent*), Habitat Condition/Disturbance.

Invasive Plant Inventory: Site ID, Scientific Name, Revisit? (Yes/No), Survey Date(s), Examiner(s) (*First and Last Names*), Plant Density (*either count of individuals or % canopy cover within spatial boundary*), Phenology (*vegetative, bolting, flowering, fruiting, senescent*), Habitat Condition/Disturbance, Treatment Conducted? (Yes/No, *description e.g. pulled and bagged plant*).

3.5 Survey Report & Biological Evaluation/Invasive Plant Risk Assessment

Survey report will contain the following elements: survey dates, surveyor names, brief description of proposed activities, survey methodology and parameters or criteria used to focus/guide the survey, how and which target species were selected, description of area and access directions, habitats observed, disturbance and uses, and target species found. Photos may be included in report or submitted electronically as separate files.

Biological Evaluation and Invasive Species Risk Assessment will include all relevant information needed to evaluate project effects on sensitive plant populations, habitat, and viability, and risk of invasive plant introduction and spread. The analysis will describe the significance of potential adverse effects and will include recommended avoidance or minimization actions. A template is provided as a general outline of the expected level of detail and necessary information to conduct the environmental analysis. The content and format may be altered, as appropriate and in consultation with the INF Botanist, to fit the needs of the project.

Combining the survey report and environmental analysis into a single document is preferred. Submit documents electronically in MS Word or Adobe PDF format to the INF Botanist at least 10 business days prior to desired review deadline.

4. ATTACHMENTS/REFERENCES

4.1 Species Lists

TESP & SCC Botanical Species

INF Invasive Plant Species

4.2 Template

INF Biological Evaluation of TESP Botanical Species Template (includes Invasive Plant Risk Assessment and Other Botanical Resources Evaluation) (2018)

4.3 Protocols

Threatened, Endangered, and Sensitive Plants Survey Field Guide (2005). Outlines FS standards for TESP-IS Surveys. Contains definitions and business rules for attributes used in NRIS TESP-IS Survey data set.

Threatened, Endangered, and Sensitive Plants Element Occurrence Field Guide (2009). Outlines FS standards for TESP Eos. Contains definitions and business rules for attributes used in NRIS TESP data set.

Data Recording Protocols and Requirements for Invasive Species Survey, Inventory, and Treatment Records (2014). Outlines FS standards for NRIS Invasive Species Inventories and contains definitions and business rules for all of the attributes used in NRIS's IS Inventory data set.

SCOPE OF WORK & REQUIRED DELIVERABLES
FISH & WILDLIFE SURVEYS & ANALYSIS
Inyo National Forest, Forest Service, USDA
Kary Schlick, Inyo NF Biologist, kschlick@fs.fed.us, 760-873-2450
5/6/2019
Inyo County Road Easements/Adventure Trails Project

The attached excel spreadsheet is the preliminary steps to determine INF fish and wildlife species occurrence and their habitat associated with this project for completion of the Biological Evaluation. Of the 33 species listed on the excel spreadsheet 9 (highlighted in yellow) require further review. No INF surveys or review of external databases have been accomplished within these road sections. The biological evaluation should use a ¼ mile buffer around the project for fish and wildlife. INF requests a baseline assessment of all species regardless of listing status within the buffer to include 1) review of any databases for species recorded or surveys implemented including sheriff's departments and State Highway Patrol offices as potential sources of road-kill data and 2) identify all potential wildlife crossing (migration of mule deer, Tule elk) and seasonal movements of reptiles and amphibians, and 3) Include recommendations for reoccurring surveys that may be needed over the long term for monitoring.

Include the final version of the excel spreadsheet and maps in the biological evaluation. All data results shall be provided to INF in the form of a shapefile and/or excel spreadsheet which can be use in GIS. Data shall include all relevant information including protocol used, surveys qualifications, and validity of sources.

It is highly recommended that the **Wildlife Crossing Guidance Manual Version 1.1 March, 2009** by California Department of Transportation be used to facilitate this assessment @ https://roadecology.ucdavis.edu/files/content/projects/CA_Wildlife%20Crossings%20Guidance_Manual.pdf

Adventure Trail - Road & Route Re-Authorization

Species considered in this analysis were identified from 1) a list of threatened, endangered, candidate and proposed species potentially occurring on the Inyo Nation; the US Fish and Wildlife Service (USDI Fish and Wildlife Service 2016), 2) The Pacific Southwest Regional Forester's list of sensitive animals (USDA Forest Service 1998 O:\NFS\R05\Program\2600WFRP\2670TES\2012-2013_SS_List_Update\2013 Final SS List_Docs\2013 FSS), and 3) species with additional management plans, conser species of conservation concern relevant to out year projects.

May 2019 an initial review with comments was compiled by INF Biologist Kary Schlick (kschlick@fs.fed.us) for outsource contractors/partners on this project.

Species	Status	Suitable Habitat & Range	Habitat located within the project area [Focus for Contractor are those highlighted in YELLOW, filled out specifically for project analysis]	Category ¹	Further Review
Sierra Nevada bighorn sheep <i>Ovis canadensis sierrae</i>	Endangered & Critical Hab	Alpine and subalpine zones, with open slopes where the land is rocky, sparsely vegetated and characterized by steep slopes and canyons (USDA Forest Service 2001). 4,000 to 12,000 feet.	There is no potential SNBS habitat within the project area. The project area does not occur within occupied SNBS habitat and is not identified within a Recovery Herd Unit (USDI 2007).	Category 1: (not in or adjacent to the project area) Species whose habitat is not in or adjacent to the project area and would not be affected by the project.	no
Sierra Nevada yellow-legged frog <i>Rana sierrae</i>	Endangered & Critical Hab	High elevation lakes and wet meadow systems	There is no suitable habitat within the project area. The project area does not occur within critical habitat or known occupied habitat.	Category 1: (not in or adjacent to the project area) Species whose habitat is not in or adjacent to the project area and would not be affected by the project.	no

Species	Status	Suitable Habitat & Range	Habitat located within the project area [Focus for Contractor are those highlighted in YELLOW, filled out specifically for project analysis]	Category ¹	Further Review
Mountain yellow-legged frog, northern DPS <i>Rana muscosa</i>	Endangered & Critical Hab	Ranges throughout the northern Sierra Nevada mountains in high elevation, deep lakes.	On the Inyo NF this species only occurs on the Kern Plateau (Mt. Whitney RD). The project area occurs outside the range for this species.	Category 1: (not in or adjacent to the project area) Species whose habitat is not in or adjacent to the project area and would not be affected by the project.	no
Yosemite toad <i>Anaxyrus canorus</i>	Threatened & Sensitive & Critical Hab	Sierra Nevada endemic species occurring in wet montane meadows in elevations ranging from 6,435 to 11,385 feet from the Blue Lakes region north of Ebbetts Pass in Alpine County south to Kaiser Pass in the Evolution Lake/Darwin Canyon region of Fresno County (USDA Forest Service 2001).	The project area occurs outside the known range for Yosemite toad.	Category 1: (not in or adjacent to the project area) Species whose habitat is not in or adjacent to the project area and would not be affected by the project.	no

Species	Status	Suitable Habitat & Range	Habitat located within the project area [Focus for Contractor are those highlighted in YELLOW, filled out specifically for project analysis]	Category ¹	Further Review
Yellow-billed cuckoo, western U.S. DPS <i>Coccyzus americanus</i>	Threatened & Sensitive (not likely to occur on the INF & CH does not overlap w/INF)	Deciduous riparian thickets or forests with dense, low-level or understory foliage up to 4,600 feet in elevation within the Owens Valley (USDA Forest Service 2001). Willow appears to be an important habitat component (Ibid.). INF (2017FPR_BA) and the USFWS agreed that the following species were not likely to occur on the INF nor be impacted by Forest Service actions: North American wolverine, California condor, Least Bell's vireo, Yellow-billed cuckoo, western U.S. Distinct Population Segment (DPS), Western snowy plover, Pacific Coast DPS, Delta smelt, Little Kern golden trout, Steelhead, northern California DPS, Owens pupfish.	This specie is not likely to occur on the INF nor be impacted by Forest Service actions.	Category 1: (not in or adjacent to the project area) Species whose habitat is not in or adjacent to the project area and would not be affected by the project.	no
Owens pupfish <i>Cyprinodon radiosus</i>	Endangered not likely to occur on the INF	Inyo NF has no occupied habitat (Fish Slough-BLM, Mule Springs-BLM, Well 368-BLM, Warm Springs-DWP). For more information http://ecos.fws.gov/docs/five_year_review/doc2395.pdf INF (2017FPR_BA) and the USFWS agreed that the following species were not likely to occur on the INF nor be impacted by Forest Service actions: North American wolverine, California condor, Least Bell's vireo, Yellow-billed cuckoo, western U.S. Distinct Population Segment (DPS), Western snowy plover, Pacific Coast DPS, Delta smelt, Little Kern golden trout, Steelhead, northern California DPS, Owens pupfish.	This specie is not likely to occur on the INF nor be impacted by Forest Service actions.	Category 1: (not in or adjacent to the project area) Species whose habitat is not in or adjacent to the project area and would not be affected by the project.	no

Species	Status	Suitable Habitat & Range	Habitat located within the project area [Focus for Contractor are those highlighted in YELLOW, filled out specifically for project analysis]	Category ¹	Further Review
Owens tui chub <i>Gila bicolor snyderi</i>	Endangered (CFF does not overlap w/INF)	On the Inyo NF the only occurrence is within a portion of Little Hot Creek and Sotcher Lake (Mammoth RD). They are not native to Sotcher Lake, or the watershed. They were incidentally re-located to Sotcher Lake by way of trout stocking activities from the Hot Creek Hatchery, where they co-exist with the hatchery. The chubs are scattered throughout the lake, and verified that this species can survive and reproduce in waters and habitat outside the warmer native locations.	The project area is located outside the known range of this species and not within suitable habitat.	Category 1: (not in or adjacent to the project area) Species whose habitat is not in or adjacent to the project area and would not be affected by the project.	no
Lahontan cutthroat trout <i>Oncorhynchus clarkii henshawi</i>	Threatened	Occupy clear cold water mountain meadow streams. On the Inyo NF the one population occurs within O'Harrel Creek not from Walker River (Tconcern) determined from CARSON River strand which are less concern (Mono Lake RD).	The project area is located outside the known range of this species and not within suitable habitat.	Category 1: (not in or adjacent to the project area) Species whose habitat is not in or adjacent to the project area and would not be affected by the project.	no
Paiute cutthroat trout <i>Oncorhynchus clarkii seleniris</i>	Threatened	Occupy low gradient meadow streams with an average water depth of one-half feet. On the Inyo NF the only occurrence is within Cottonwood and Cabins Creeks (White Mtn RD).	The project area is located outside the known range of this species and not within suitable habitat.	Category 1: (not in or adjacent to the project area) Species whose habitat is not in or adjacent to the project area and would not be affected by the project.	no

Species	Status	Suitable Habitat & Range	Habitat located within the project area [Focus for Contractor are those highlighted in YELLOW, filled out specifically for project analysis]	Category ¹	Further Review
Sierra Nevada red fox (Sierra Nevada DPS)	Proposed & Sensitive	Forested areas (red fir and lodgepole pine) and subalpine and alpine habitats in proximity to meadows, riparian areas, and brush fields above 5,000 feet elevation (USDA Forest Service 2001). Limited occurrence information on Mammoth RD. Known to occur on adjacent NF (Stanislaus & H-T). 2017 FPR indicates it does not show up on the USFWS Species Lists for the Inyo NF in iPAC.	This specie is not likely to occur on the INF nor be impacted by Forest Service actions.	Category 1: (not in or adjacent to the project area) Species whose habitat is not in or adjacent to the project area and would not be affected by the project.	no
Greater sage-grouse (Bi-state DPS) <i>Centrocercus urophasianus</i>	Sensitive - species has had recent petition decisions that found listing under the Endangered Species Act was not warranted: Bi-State population of greater sage-grouse (USDI 2015b)	Large, interconnected expanses of sagebrush, with a native grass and forb understory (USDA Forest Service 2008)	Suitable habitat for BSSG does not occur within the project area and treatment areas are highly disturbed and do not contribute to large connected expanses.	Category 1: (not in or adjacent to the project area) Species whose habitat is not in or adjacent to the project area and would not be affected by the project.	no
California Golden trout	Sensitive	Native habitat within the South Fork Kern River on the Kern Plateau. (Whitney RD).	The project area is not located within the range of this species.	Category 1: (not in or adjacent to the project area) Species whose habitat is not in or adjacent to the project area and would not be affected by the project.	no

Species	Status	Suitable Habitat & Range	Habitat located within the project area [Focus for Contractor are those highlighted in YELLOW, filled out specifically for project analysis]	Category ¹	Further Review
Bald eagle	Sensitive	Forested stands with large, old dominant or co-dominant trees in the vicinity of lakes, reservoirs, rivers, or large streams that support an adequate food supply (USDA Forest Service, 2001).	The project will not remove nest trees.	Category 1: (not in or adjacent to the project area) Species whose habitat is not in or adjacent to the project area and would not be affected by the project.	no
Northern goshawk	Sensitive	On INF, ecological conditions is found in the mixed conifer, lodgepole pine (subalpine conifer), red fir, and Jeffrey pine forest, and aspen assessment types (aspen on eastside of White Mountains). Except for Monache Meadow of Kern Plateau, ~ ¾ mixed conifer assessment is in wilderness. Mature forested habitats with large trees, dense canopy cover with at least two canopy layers, and abundant snags and down logs (CWHR size class 4, 5, and 6; vegetation density >40%) (USDA Forest Service 2001). Canopy cover, based on mean values reported, the range extends from 31 percent (sd =13) reported on the INF (USDA 2001).	Requires assessment of suitable habitat within ¼ mile of project area, survey for nest trees in suitable habitat, consider noise disturbance affects. Road maintenance within suitable habitat should consider retaining decadent trees (i.e., nest trees) in the project area with this project design criteria, "No trees larger than 24 dbh would be removed unless they pose a safety hazard."	Category 3: (directly or indirectly affected) Species whose habitat is present and individuals or habitat would be directly or indirectly affected by the project.	May be a 1,2,or3
Willow flycatcher	Sensitive	Meadows greater than 15 acres in size with water present and a woody riparian shrub component greater than 6.5 feet in height. Rush Creek population which occurs on the Inyo National Forest and also private lands managed by the Los Angeles Department of Water and Power (LADWP). In 2001 two nesting pairs in the lower Rush Creek area. In 2004 the population increased to 16 individuals then decreased annually, to a population of six individuals in 2010 (3 males and 3 females) (McCreedy 2011).	Requires assessment of suitable habitat within ¼ mile of project area, survey suitable habitat for breeding birds and nesting potential. Road maintenance within suitable habitat should retaining nest habitat and limit habitat removal where required for maintaining line of sight and safety within the road prism.	Category 2: (not be either directly or indirectly affected) Species whose habitat is in or adjacent to project area, but would not be either directly or indirectly affected by the project.	May be a 1,2,or3

Species	Status	Suitable Habitat & Range	Habitat located within the project area [Focus for Contractor are those highlighted in YELLOW, filled out specifically for project analysis]	Category ¹	Further Review
Great gray owl	Sensitive	Mixed coniferous forest where such forests occur in combination with large meadows or other vegetated openings. 2,400 to 9,000 feet	There are no large meadows surrounded by mixed conifer forest suitable for this species within the project analysis.	Category 1: (not in or adjacent to the project area) Species whose habitat is not in or adjacent to the project area and would not be affected by the project.	no
California spotted owl	Sensitive	Found in five vegetation types in the Sierra Nevada; foothill riparian/hardwood, ponderosa pine/hardwood, mixed-conifer forest, red fire forest, and the east side pine forest. Stands have at least 40 percent canopy cover and higher than average downed woody material and snags. 7,700 to 10,000 feet	The project area does not contain suitable habitat for California spotted owl due to the lack of suitable conifer species with high canopy cover.	Category 1: (not in or adjacent to the project area) Species whose habitat is not in or adjacent to the project area and would not be affected by the project.	no
Pallid bat	Sensitive	Rock crevices, tree hollows (particularly hardwoods), mines, caves and abandoned buildings below 6,000 feet elevation (Philpott 1997; USDA Forest Service 2001). Although the species has been found up to 10,000 feet elevation in the Sierra Nevada (Sherwin pers. com. 1998), it is considered scarce and localized at this elevation (Barbour and Davis 1969).	All 3 Forest Service Sensitive bats shall be assessed to determine potential habitat within 1/4 mile of project, consider both natural and manmade habitats such as infrastructure like bridges, restrooms, outbuildings that may provide for bats. Manmade structures where bats use is documented shall be mitigated with INF biologist.	Category 2: (not be either directly or indirectly affected) Species whose habitat is in or adjacent to project area, but would not be either directly or indirectly affected by the project.	May be a 1,2,or3

Species	Status	Suitable Habitat & Range	Habitat located within the project area [Focus for Contractor are those highlighted in YELLOW, filled out specifically for project analysis]	Category ¹	Further Review
Townsend's big-eared bat	Sensitive	Juniper/pine and mixed coniferous forests are commonly used. Roosting occurs in caves, mine shafts, abandoned buildings and rocky outcrops during the winter. Hibernation sites are cold, but not below freezing. Hibernation occurs from October to April. 0 to 10,000 feet	see above bat discussion	Category 2: (not be either directly or indirectly affected) Species whose habitat is in or adjacent to project area, but would not be either directly or indirectly affected by the project.	May be a 1,2,or3
North American Wolverine <i>Gulo gulo luscus</i>	Candidate & Sensitive not likely to occur on the INF	Red fir, mixed conifer, lodgepole, subalpine conifer, alpine dwarf-shrub, barren and wet meadows, montane chaparral, and Jeffrey pine. 6,400 to 10,800 feet INF (2017FPR_BA) and the USFWS agreed that the following species were not likely to occur on the INF nor be impacted by Forest Service actions: North American wolverine, California condor, Least Bell's vireo, Yellow-billed cuckoo, western U.S. Distinct Population Segment (DPS), Western snowy plover, Pacific Coast DPS, Delta smelt, Little Kern golden trout, Steelhead, northern California DPS, Owens pupfish.	This specie is not likely to occur on the INF nor be impacted by Forest Service actions.	Category 1: (not in or adjacent to the project area) Species whose habitat is not in or adjacent to the project area and would not be affected by the project.	no
American marten	Sensitive	Forested habitats above 5,500 feet elevation, with large diameter trees, snags, and down logs, moderate-to-high canopy closure, and an interspersions of riparian areas and meadows (CWHR size class 4, 5, and 6; vegetation density >40%) (USDA Forest Service 2001).	The project area does not include suitable denning habitat for marten due to the lack of large sections of in-tack lodgepole and mixed conifer forests.	Category 1: (not in or adjacent to the project area) Species whose habitat is not in or adjacent to the project area and would not be affected by the project.	no

Species	Status	Suitable Habitat & Range	Habitat located within the project area [Focus for Contractor are those highlighted in YELLOW, filled out specifically for project analysis]	Category ¹	Further Review
Fringed myotis	Sensitive	Highly migratory species, that roosts in crevices found in rocks, cliffs, buildings, underground mines, bridges, and in large, decadent trees (Weller 2005). In general, this species is found in open habitats that have nearby dry forests and an open water source. In California, this species is found from 4,265 to 7,220 feet in elevation in pinyon-juniper, valley foothill hardwood and hardwood-conifers (CWHR 2008).	see above bat discussion	Category 2: (not be either directly or indirectly affected) Species whose habitat is in or adjacent to project area, but would not be either directly or indirectly affected by the project.	May be a 1,2,or3
Pacific fisher	Sensitive	Forest or woodland landscape mosaics that include late-successional conifer-dominated stands. 6,500 to 10,000 feet. 1 of 9 core areas includes small portion of INF (mostly Sequoia NF) Kern Plateau w/lowest occupancy rate in region, Mgmt = tree growth & CC (pg. 12 Feb 2016_ConservationStrategy)	In the project area there is very limited area of conifer trees and does not include potential fisher habitat due to the lack of suitable conifer forest.	Category 1: (not in or adjacent to the project area) Species whose habitat is not in or adjacent to the project area and would not be affected by the project.	no

Species	Status	Suitable Habitat & Range	Habitat located within the project area [Focus for Contractor are those highlighted in YELLOW, filled out specifically for project analysis]	Category ¹	Further Review
Panamint alligator lizard	Sensitive	Riparian areas in drier habitat types; rocky canyon bottoms near streams and springs, with creosote bush, sagebrush, and at the lower edge of the pinon-juniper zone (Mahrdt and Beaman unknown date). Also found in dense vegetation near damp soil, and also in rock talus outside of riparian areas (Ibid.). 2,500 to 7,500 feet	Suitable riparian habitat within 1/4 mile to the project night surveys should be done and or road kill surveys. Occupied sites would trigger excluding road maintenance beyond the road prism.	Category 3: (directly or indirectly affected) Species whose habitat is present and individuals or habitat would be directly or indirectly affected by the project.	May be a 1,2,or3
Pygmy rabbit	Sensitive	Typically occur in areas of tall, dense sagebrush (Artemisia spp.) cover, and are highly dependent on sagebrush to provide both food and shelter throughout the year. Inhabit dense vegetation along perennial and intermittent stream corridors, alluvial fans, and sagebrush plains probably provide travel corridors and dispersal habitat between habitat areas. Nevada range slightly includes NE corner of Inyo NF at CA & NV border (Mono Lake RD).	The project area is located outside of the known range the pygmy rabbit.	Category 1: (not in or adjacent to the project area) Species whose habitat is not in or adjacent to the project area and would not be affected by the project.	no
Inyo mountain salamander	Sensitive	Endemic to the Inyo Mountains but also found in the White Mtn.	The project area is located outside of the known range and no treatment areas are within suitable habitat.	Category 1: (not in or adjacent to the project area) Species whose habitat is not in or adjacent to the project area and would not be affected by the project.	no

Species	Status	Suitable Habitat & Range	Habitat located within the project area [Focus for Contractor are those highlighted in YELLOW, filled out specifically for project analysis]	Category ¹	Further Review
Black toad	Sensitive	Extremely limited range in Deep Springs Valley area. Associated with springs and adjacent riparian vegetation (White Mtn. RD)	The project area is located outside of the known range and no treatment areas are within suitable habitat.	Category 1: (not in or adjacent to the project area) Species whose habitat is not in or adjacent to the project area and would not be affected by the project.	no
Owens Valley springsnail	Sensitive	Occurs within un-altered spring habitat with cool, clean water along the Sierra Nevada and White mountains escarpment	Springs that run annually within 1/4 mile of the project should be surveyed for springsnails. Occupied sites would trigger excluding road maintenace beyond the road prism.	Category 3: (directly or indirectly affected) Species whose habitat is present and individuals or habitat would be directly or indirectly affected by the project.	yes
Wong's springsnail	Sensitive	Occurs within un-altered spring habitat with cool, clean water along the Sierra Nevada and White mountains escarpment	Springs that run annually within 1/4 mile of the project should be surveyed for springsnails. Occupied sites would trigger excluding road maintenace beyond the road prism.	Category 3: (directly or indirectly affected) Species whose habitat is present and individuals or habitat would be directly or indirectly affected by the project.	yes

Species	Status	Suitable Habitat & Range	Habitat located within the project area [Focus for Contractor are those highlighted in YELLOW, filled out specifically for project analysis]	Category ¹	Further Review
Mono Lake checkerspot butterfly	Sensitive	Found in wet meadows and pine forests on the east slope of the Sierra Nevada Mountains in Alpine and Mono Counties, may have been extirpated (Mono Lake RD).	There are no known detections and does not occur within the project analysis.	Category 1: (not in or adjacent to the project area) Species whose habitat is not in or adjacent to the project area and would not be affected by the project.	no
San Emigdio blue butterfly	Sensitive	Found along dry river beds and intermittent streams and adjacent flats where the larval host plant <i>Atriplex</i> sp. grows. Occurs in southern Inyo Forest (Whitney RD)	There are no known detections and does not occur within the project analysis.	Category 1: (not in or adjacent to the project area) Species whose habitat is not in or adjacent to the project area and would not be affected by the project.	no
Apache silverspot butterfly	Sensitive	Found on the east slope of the Sierra Nevada Mountains in Alpine, Inyo and Mono Counties where it occurs in marshes and wet meadows near springs, seeps and riparian areas.	There are no known detections or suitable habitat (marshes and wet meadows) within the project area.	Category 1: (not in or adjacent to the project area) Species whose habitat is not in or adjacent to the project area and would not be affected by the project.	no

Species	Status	Suitable Habitat & Range	Habitat located within the project area [Focus for Contractor are those highlighted in YELLOW, filled out specifically for project analysis]	Category ¹	Further Review
Mule Deer	INF Game Mgmt Species	Found throughout the Sierra Nevada Mountains, Inyo and White Moutains, the eastern Sierra valley and where forage values occur for winter and summer in all Counties where it occurs in marshes and wet meadows near springs, seeps and riparian areas.	Field surveys should document signs (game trails, etc.) of concentrated animal movement to best define and characterize wildlife crossing issues. Refer to guidance on page 29 https://roadeology.ucdavis.edu/files/content/projects/CA_Wildlife%20Crossings%20Guidance_Manual.pdf	Category 3: (directly or indirectly affected) Species whose habitat is present and individuals or habitat would be directly or indirectly affected by the project.	May be a 1,2,or3

¹Category 1: Species whose habitat is not in or adjacent to the project area and would not be affected by the project.

Category 2: Species whose habitat is in or adjacent to project area, but would not be either directly or indirectly affected by the project.

Category 3: Species whose habitat is present and individuals or habitat would be directly or indirectly affected by the project.

**INYO NATIONAL FOREST
NHPA SECTION 106 SCOPE OF WORK
INYO COUNTY ROAD EASEMENTS AND ADVENTURE TRAIL PROJECT**

April 29, 2019

I. Purpose

Section 106 of the National Historic Preservation Act of 1966 (NHPA, 36 CFR Part 800) requires Federal agencies to take into account the effects of proposed undertakings on historic properties. Inyo National Forest has determined that the *Inyo County Road Easements and Adventure Trails Project* is an undertaking with respect to the NHPA. Inyo County plans to contract services of individual(s) meeting Secretary of Interior Archeology and Historic Preservation Professional Qualifications Standards to conduct cultural resource compliance work in the area of potential effect (APE) for the undertaking. This scope of work describes Forest standards and expectations relating to the identification of historic properties and assessment of project effect relating to the undertaking. Should the proposed action change, the APE and this scope of work will be revisited.

II. Project Description

Inyo National Forest is analyzing a proposal to issue National Forest Road and Trail Act (FRTA) Easements, Cooperative Road Agreements or Special Use Permits to Inyo County for ten existing roads and/or to allow mixed vehicle use on these roads in conjunction with the Adventure Trails Program (Figure 1). The area of potential effect (APE) is defined as a 150' wide corridor along each road totaling approximately 479 acres (Table 1). The APE encompasses a 66' foot corridor where direct effects relating to mixed road use, cooperative road agreements and special use permits are anticipated with a surrounding 84' buffer where indirect effects to National Register eligible properties from road use and maintenance might be expected.

III. Requirements

a. Permit

Researchers must obtain an archaeological study permit before starting work. Permit contact information:

Jacqueline Beidl, Heritage Program Manager (HPM)
760-873-2516, jbeidl@fs.fed.us

b. Background Research

Archaeological studies and site records on file for the project area at the Inyo National Forest and the California Historical Resources Information System (CHRIS) and other pertinent sources of information (e.g., mineral and land ownership records, historic maps, local museum collections) will be consulted prior to starting fieldwork. Previous survey work will be critically assessed to determine if reliable coverage is provided for any portion of the APE. The assessment will consider survey age, methodology, changes in field conditions, thoroughness of documentation and/or other indications of reliability. The rationale for exempting portions of the APE from new survey will be clearly articulated in the report.

A majority of the project roads have not been surveyed. Division Creek Road has been adequately surveyed but contains a large number of known sites requiring inspection and assessment for the undertaking (Table 1).

NHPA Section 106 Scope of Work

Table 1: Preliminary APE Cultural Fieldwork Assessment

Road Name	Proposed Action	Surface	Preliminary Records Search Results	Fieldwork Needs	APE Acres
Death Valley	FRTA Easement	Paved	Largely unsurveyed. No documented sites in APE. Topographic maps indicate mining activity.	Complete Survey	217
County Road	FRTA Easement	Paved	No survey. No documented sites in APE.	Complete Survey	3
Onion Valley	FRTA Easement	Paved	Largely unsurveyed. One prehistoric site in APE.	Complete Survey	11
Foothill Road	FRTA Easement	Dirt	Largely unsurveyed. No documented sites in APE.	Complete Survey	51
Coyote Valley	Cooperative Road Agreement and/or Special Use Permit	Dirt	Central portion of APE surveyed for travel management. No documented sites in APE.	Complete Survey	10
McMurray Meadows	Cooperative Road Agreement and/or Special Use Permit	Dirt	Largely unsurveyed. No documented sites in APE.	Complete Survey	34
Division Creek	Cooperative Road Agreement and/or Special Use Permit	Dirt	Numerous previous surveys. At least fourteen documented resources in APE. Division Creek Road, historic refuse scatters multicomponent sites, prehistoric sites, cairn, spillway/culvert, powerhouse, historic utility line and penstock.	Field Inspection and Assessment of Known Sites	47
Mazouška Canyon	Cooperative Road Agreement and/or Special Use Permit	Dirt	Largely unsurveyed. One documented mining site in APE. Topographic maps indicate mining activity.	Complete Survey	86
Total					479

c. Field Inventory

Surface intensive coverage of the APE will be performed using parallel pedestrian transects spaced 15m apart within the practical limits of safety, topography, vegetation, water or other constraints. The same methodology will be used for paved and unpaved roads: one survey transect will be walked approximately 4.5 meters outside and parallel to the road shoulder with a second survey transect 15m away on both sides of the road (Figure 2). Transects need not be straight line but should meander opportunistically to take advantage of soil exposures, topographic probabilities and to examine suspected cultural resources. Survey of unnavigable steep terrain (> 30 degrees) will emphasize pedestrian and/or visual examination of likely or suspected site locations (e.g., rock shelters, quarries, game drives, hunting blinds, mining adits, trails, roads, logging features) as practical. Any proposed adaptations to the survey strategy will be discussed in advance with the Forest HPM. The project report will accurately depict and describe methodologies employed, including description and rationale for any unsurveyed areas.

All previously documented NRHP eligible and unevaluated cultural sites in the APE will be inspected and updated. Previously documented sites will completely examined, with at least broad scale observations made for portions of the site extending beyond the APE, unless otherwise negotiated in advance with the HPM. NRHP ineligible sites need only be examined if previous determinations are being reconsidered.

All newly identified sites are completely documented, including portions outside the APE. In the case of historic roads or trails, documentation will extend at least to the nearest intersection with a paved road, or an intersection with another road or trail, or the Forest Service boundary. Alternative documentation methods may be negotiated with the HPM for sites that extend an extreme distance beyond the APE.

No permanent field datums are established without prior approval from the HPM. Site reference points are recorded with a GPS unit using NAD 83, UTM Zone 11. Testing, excavation and artifact collection are not permitted without advance approval of the HPM.

d. Definitions and Documentation Standards

Cultural resources are objects or definite locations of human activity, occupation, or use identifiable through field survey, historical documentation or oral evidence. Cultural resources are prehistoric, historic, archaeological, or architectural sites, structures, places, or objects and traditional cultural properties (FSM 2360.5).

Cultural resource sites are loci of purposeful and interpretable prehistoric or historic human activity that generally exhibit at least one of the following characteristics:

- One or more features, with or without associated artifacts. A tool cache is considered a feature.
- An occurrence of cultural materials (e.g., lithics, ground stone, ceramics and/or historic artifacts) in densities sufficient to indicate purposeful human activity (at least one item per square meter and in no case less than ten artifacts).

In general, cultural activity loci separated by 20 or more meters of sterile landscape are documented as individual sites.

Isolated occurrences are one or a few lost or randomly discarded artifacts, or extremely low densities of artifacts dispersed over large areas (typically at densities less than one item per square meter). Isolates meet no criteria for listing on the National Register of Historic Places (NRHP).

Historic Property is any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the NRHP. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to a community that meet National Register criteria (36 CFR 800.16).

All newly identified cultural resource sites and previously recorded cultural resource sites are documented on California Department of Parks and Recreation Primary Form (DPR 523A) and appropriate attachments (DPR 523B-L). The HPM will assign agency numbers to all newly documented sites.

e. Report Standards and Deliverables

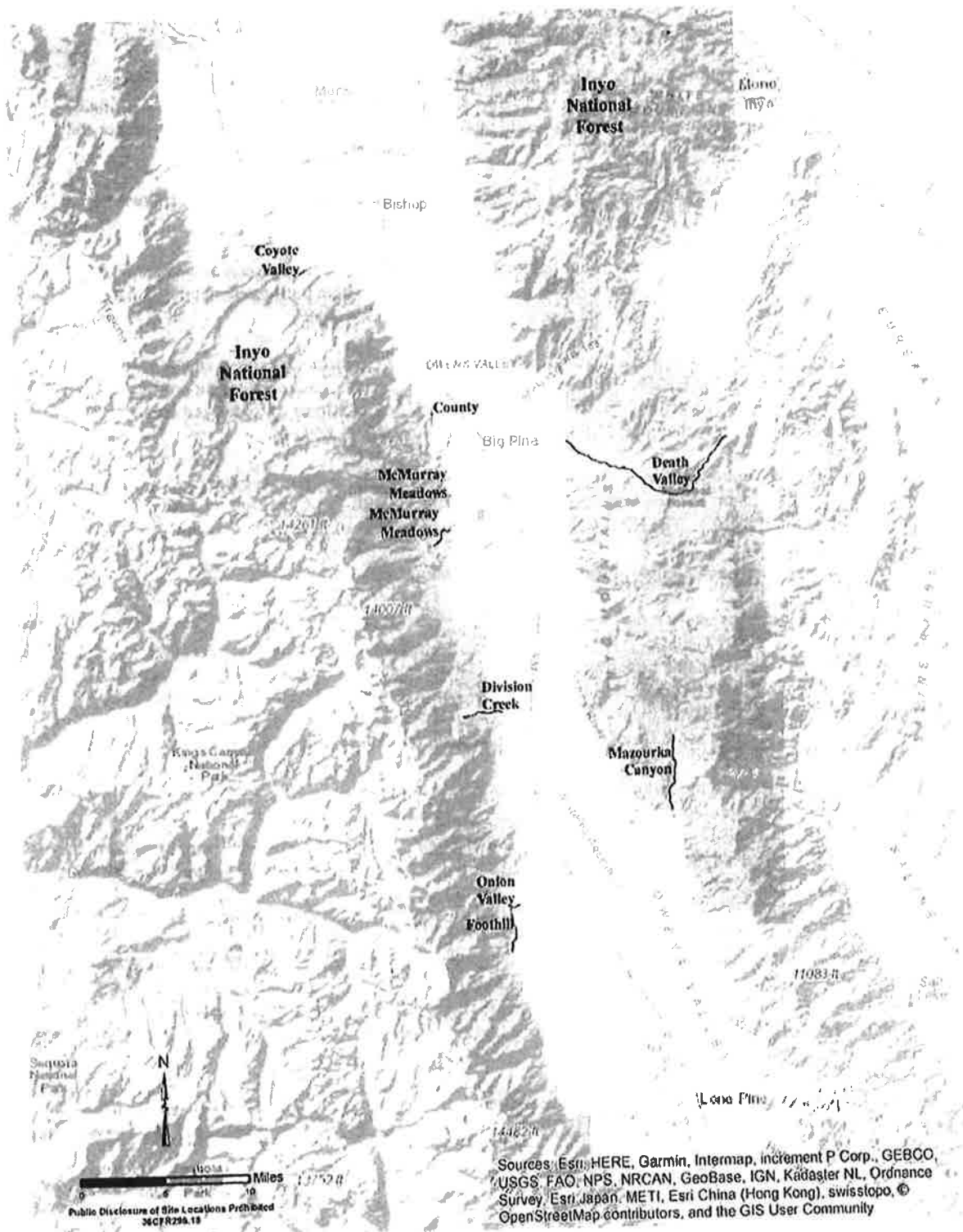
The cultural resource inventory report will meet National Forest (FSM 2363.16) and California Office of Historic Preservation Archaeological Resource Management Report Recommended Contents and Format (1990) standards. It will include background research, historic contexts, oral histories, survey design, field methods, cultural resource findings, National Register of Historic Place eligibility recommendations, project effect recommendations, maps, site forms, photographs and collection logs as applicable. With regard to this undertaking, some specific required report components shall include:

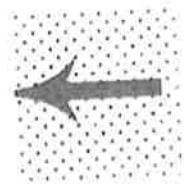
- Documentation of the historic property identification effort.
- Assessment of project effects on documented cultural resources.
- NRHP assessments and eligibility recommendations for (1) all unavoidable sites, such as those within a proposed FRTA Easement and (2) sites in the APE that appear to meet no criteria for listing on the National Register.
- Recommendations for avoidance and protection of eligible and unevaluated sites.

Draft reports are submitted to the HPM for a thirty day review period. Forest report and site numbers are assigned during the draft review for inclusion in the final report. The final submitted package includes an unbound original color copy of the report, electronic files (MS Word, Adobe PDF), applicable shapefiles (e.g., APE, survey area, cultural resource locations), field notes, negatives, collected artifacts and logs (as applicable).

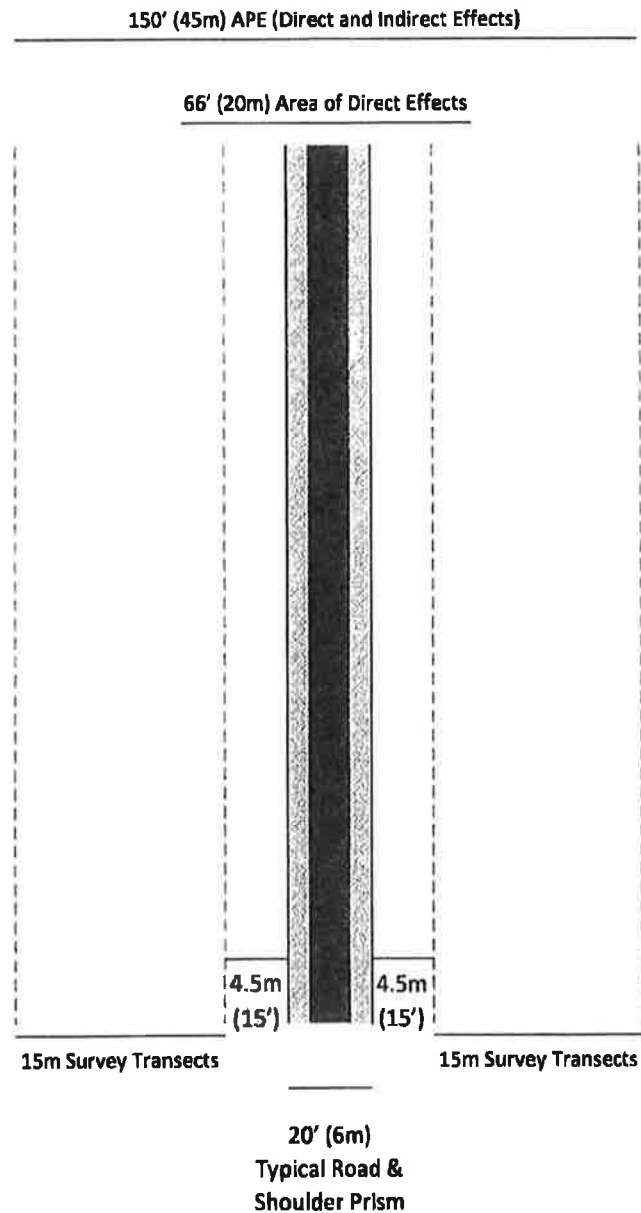
The proponent and all of its contractor(s) share a responsibility to ensure the confidentiality of site location information on public lands and are not authorized to distribute this information to any third party without advance written consent.

**Figure 1:
Inyo County Road Easements and Adventure Trails
APE Vicinity Map**

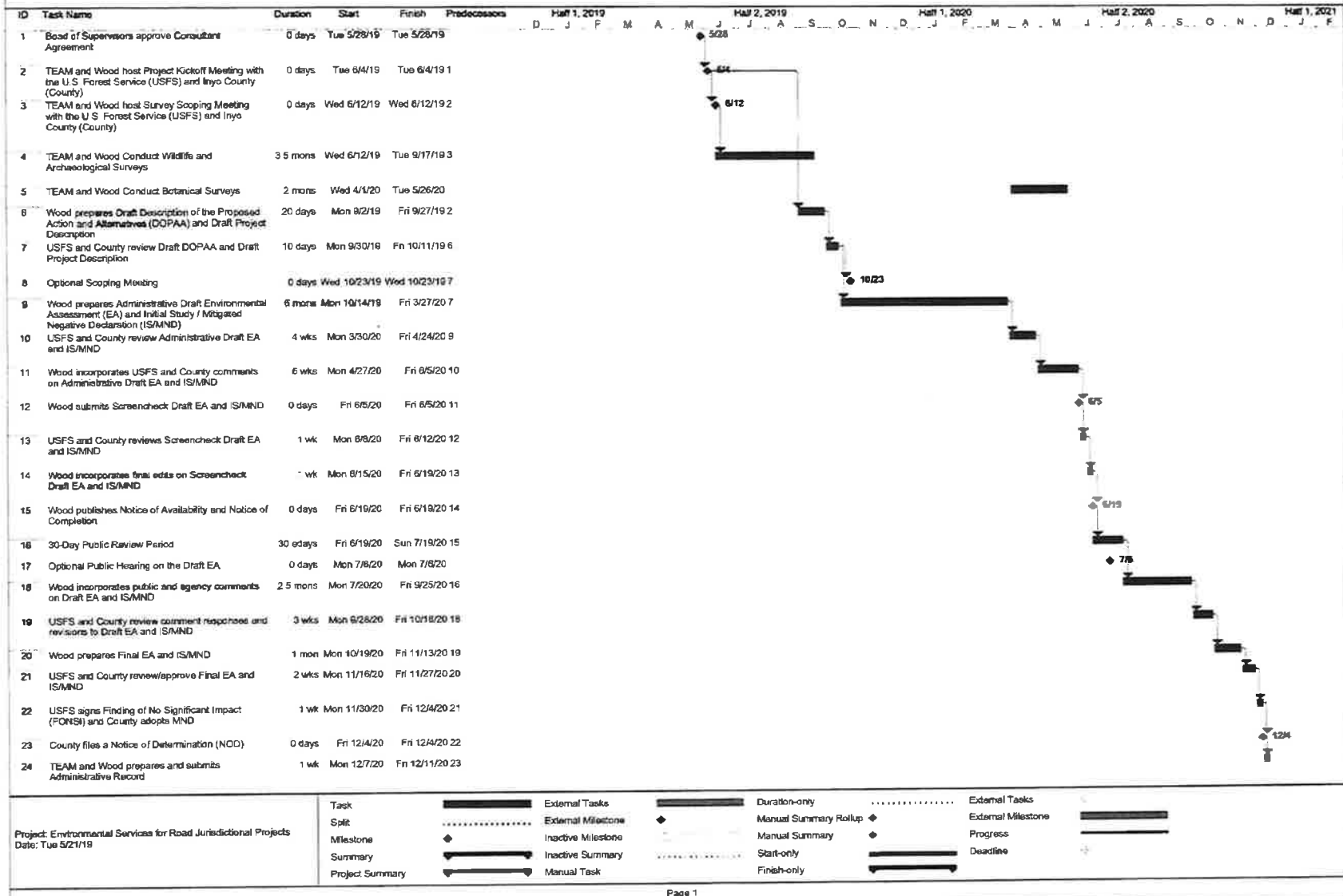




**Figure 2:
Inyo County Road Easements and Adventure Trails
Cultural Resource Survey Methodology for Paved and Unpaved Roads**



Revised Schedule to Provide Environmental Services for Road Jurisdictional Projects



ATTACHMENT B
AGREEMENT BETWEEN COUNTY OF INYO
AND TEAM ENGINEERING & MANAGEMENT, INC.
FOR THE PROVISION OF ENVIRONMENTAL SERVICES

TERM:

FROM: 28 May 2019 TO: 27 December 2020

SCHEDULE OF FEES:

(SEE ATTACHED)

SCHEDULE OF FEES AND CHARGES**INYO COUNTY DEPARTMENT OF PUBLIC WORKS
ENVIRONMENTAL SERVICES FOR JURISDICTIONAL AGREEMENT BETWEEN
USFS AND INYO COUNTY FOR COMBINED-USE ROADS
MAY 2019 – DECEMBER 2020****Professional Fees**

Principal	\$ 220.00 per hour
Project Manager	\$ 175.00 per hour
Senior Environmental Scientist	\$ 145.00 per hour
Project Engineer/Geologist	\$ 130.00 per hour
Project Scientist/Biologist	\$ 125.00 per hour
Senior Archaeologist	\$ 120.00 per hour
Archaeologist	\$ 115.00 per hour
Staff Scientist/GIS Technician	\$ 105.00 per hour
Field Technician II	\$ 95.00 per hour
Field Technician I	\$ 80.00 per hour
Administrative Support	\$ 75.00 per hour

Charges

Vehicle Use 2WD	\$ 105.00 per day
Vehicle Use 4WD	\$ 125.00 per day
Mileage (in lieu of daily rate for >100 miles)	\$ 1.00 per mile
Per diem (if lodging necessary)	\$175.00 per day
Necessary Job Related Expenses	Cost plus 15 percent
Subcontractor Invoices	Cost plus 15 percent

Above fees and charges are subject to annual review and revision. Charges for services will be in accordance with TEAM's Schedule of Fees and Charges in effect at the time services are rendered.

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.



Schedule of Fees and Charges
Wood Environment & Infrastructure Solutions, Inc.
INYO COUNTY DEPARTMENT OF PUBLIC WORKS
ENVIRONMENTAL SERVICES RELATED TO A JURISDICTIONAL AGREEMENT BETWEEN
INYO COUNTY AND USFS FOR ROADS PROPOSED FOR COMBINED-USE
MAY 2019 – DECEMBER 2020

<u>Category</u>	<u>Hourly Rate</u>
Project Manager	\$ 157.00
QA/QC Manager	\$ 180.00
Senior Technical Adviser	\$ 160.00
Senior Environmental Planner	\$ 130.00
Associate Environmental Planner	\$ 90.00
Junior Environmental Planner	\$ 75.00
Principal Biologist	\$ 160.00
Associate Biologist	\$ 130.00
Junior Biologist	\$ 90.00
Assistant Biologist	\$ 65.00
Senior Cultural Resources Specialist	\$ 150.00
Associate Cultural Resources Specialist	\$ 130.00
Junior Cultural Resources Technician	\$ 90.00
Assistant Cultural Resources Technician	\$ 65.00
GIS Specialist	\$ 105.00
Word Processor	\$ 75.00
Accounts Specialist	\$ 95.00
Administrative Assistant	\$ 65.00
<u>Expenses</u>	
Graphics Vendor (Deirdre Stites)	\$ 76.00/hr
Reproduction - Color	\$ 2.00/page
Reproduction - B/W	\$ 0.12/page
CDs	\$ 2.00/CD
Correspondence (commercial rate)	\$ 6.11 per
Newspaper Advertisement	\$ 500.00 per
Mileage	\$ 0.54/mile
Per Diem	\$175.00/day

Above fees and charges are project-specific and are subject to annual revision unless prohibited by contract terms. Charges for services will be in accordance with Wood'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.

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
AND TEAM ENGINEERING & MANAGEMENT, INC.
FOR THE PROVISION OF ENVIRONMENTAL SERVICES

TERM:

FROM: 28 May 2019 TO: 27 December 2020

SEE ATTACHED INSURANCE PROVISIONS:

Specifications 2
Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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).

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

Subcontractors

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

Special Risks or Circumstances

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 14

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

FROM: Probation Department – Juvenile Division

FOR THE BOARD MEETING OF: May ²⁸~~5~~ 2019

SUBJECT: Amendment to Tulare County Agreement 27885

DEPARTMENTAL RECOMMENDATION: 1) Request Board to approve the amendment to the Tulare County Agreement No. 27885 2) authorize the Chairperson to sign the Agreement extension.

CAO RECOMMENDATION:

SUMMARY DISCUSSION: As a result of transitioning the Inyo County Juvenile Center from a full service juvenile hall to a special purpose juvenile hall, the County of Inyo entered into an agreement with Tulare County on November 1, 2016, to obtain facilities and services for the detention and/or commitment of juvenile offenders. Said agreement was for a period of one (1) year. The two counties amended the agreement on July 1, 2017 and July 1, 2018, for an additional year. The Probation Department requests that the agreement be amended to include an extension of one (1) year, effective July 1, 2019, and expiring on June 30, 2020.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT:

FINANCING: All financial terms remain the same as the original 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: <u>[Signature]</u> Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>[Signature]</u> Date <u>5/10/2019</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

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

[Signature]

Date: 5/21/19

**THIRD AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 27885**

THIS THIRD AMENDMENT ("Amendment") to Tulare County Agreement Number 27885 (the "Agreement") is entered into by and between the **COUNTY OF TULARE** ("PROVIDER COUNTY") and **COUNTY OF INYO** ("RECIPIENT COUNTY") as of _____, with reference to the following:

- A. The PROVIDER COUNTY and RECIPIENT COUNTY entered into the Agreement on **November 1, 2016**, to obtain facilities and services for the detention and/or commitment of juvenile offenders;
- B. PROVIDER COUNTY and RECIPIENT COUNTY have previously entered into two (2) amendments. Amendment number one (1) was entered for the period of July 1, 2017 through June 30, 2018. Amendment number two (2) was entered for the period of July 1, 2018 through June 30, 2019;
- C. PROVIDER COUNTY and RECIPIENT COUNTY now wish to amend the Agreement in order to extend the term one additional year.

ACCORDINGLY, COUNTY and CONTRACTOR agree as follows:

- 1. **Section 1** of the Agreement, entitled "TERM", is hereby revised to read as follows:

TERM: This Agreement shall become effective as of **July 1, 2016** and shall expire at 11:59 PM on **June 30, 2020** unless otherwise terminated as provided in this Agreement.

- 2. This Third Amendment becomes effective as of **July 1, 2019**.
- 3. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

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**THIRD AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 27885**

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF INYO

Date _____

By _____
Chairman, Board of Supervisors

ATTEST: CLINT QUILTER
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Inyo

Approved as to Form:
County Counsel

By _____
Deputy Clerk

By  _____
Deputy Assistant

Matter # 19-0446

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date _____

By _____
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

**THIRD AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 27885**

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**THIRD AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 27885**

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF INYO

Date _____

By _____
Chairman, Board of Supervisors

ATTEST: CLINT QUILTER
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Inyo

Approved as to Form:
County Counsel

By _____
Deputy Clerk

By  _____
Deputy Assessor

Matter # 19-0440

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date _____

By _____
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

**THIRD AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 27885**

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**THIRD AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 27885**

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF INYO


Date _____

By _____
Chairman, Board of Supervisors

ATTEST: CLINT QUILTER
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Inyo

Approved as to Form:
County Counsel

By _____
Deputy Clerk

By  _____
Deputy Assistant
Matter # 19-0440

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date _____

By _____
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

**THIRD AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 27885**

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**THIRD AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 27885**

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF INYO

Date _____

By _____
Chairman, Board of Supervisors

ATTEST: CLINT QUILTER
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Inyo

Approved as to Form:
County Counsel

By _____
Deputy Clerk

By  _____
Deputy Assistant

Matter # 19-2440

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date _____

By _____
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

AGREEMENT
County of Inyo

COPY

I. INTRODUCTION

THIS AGREEMENT is entered into as of NOV. 1, 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.

TULARE COUNTY AGREEMENT NO. 27885

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:

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.

- (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.

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.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Date: 11.1.16

COUNTY OF TULARE
By: [Signature]
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: [Signature]
Deputy Clerk



Approved as to Form
Tulare County Counsel

Date: 9/28/16

By: [Signature]
Deputy County Counsel #2016935

Date: _____

COUNTY OF INYO
By: [Signature]
Chairman, Board of Supervisors
"RECIPIENT COUNTY"

ATTEST: Kevin Carunchio
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Inyo

By: [Signature]
Deputy Clerk

Approved as to Form
Inyo County Counsel

Date: 08/19/2016

By: [Signature]
Deputy County Counsel
Assistant

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.

- (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

5. **RESPONSIBILITIES OF PROVIDER COUNTY:** See attached **EXHIBIT A**.

6. **RESPONSIBILITIES 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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

15

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: MAY 18 2019

SUBJECT: Resolution No 2019-____, 2018 Maintained Mileage Certification

DEPARTMENTAL RECOMMENDATION: Request that your Board:

- A) Approve Resolution No. 2019-____;
- B) Authorize the Public Works Department to file the Resolution with the District 9 Office of the State of California Department of Transportation.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Section 2121 of the Streets and Highways Code stipulates that in May of each year, each county shall submit to the California Department of Transportation Districts any additions or exclusions to its mileage of maintained county highways, specifying the termini and mileage of each route added or excluded from its county maintained mileage. The submittal is to be in the form of a resolution by the Board of Supervisors. The reported maintained mileage is for the previous calendar year.

The updates required for the 2018 Maintained Mileage Certification are shown in *Exhibit A* to the Resolution. These updates include the addition of East Crocker Avenue in Big Pine, and East Jay Street, which was originally dedicated to the County as a paper street named First Street in 1922. The street was developed in the 1970's and became known as West Jay Street, but was never added to Inyo County's official maintained mileage. The changes also include the removal of an unused portion of Old State Highway south of Keeler and 13.33 miles of right-of-way within the Death Valley National Park wilderness area, which were involved in a lawsuit that ended in 2012.

ALTERNATIVES: The Board could choose not to approve Resolution 2019-____ certifying the additions and deletions from the Inyo County Maintained Mileage, and could direct the Public Works Department to modify the list as deemed appropriate.

OTHER AGENCY INVOLVEMENT: County Counsel

FINANCING: N/A

APPROVALS

COUNTY COUNSEL: <i>B. Anshla</i>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: <i>yes</i> Date <i>5/21/19</i>
--	---

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) *mil A* Date: *5/22/19*

Resolution 2019-24

**RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA,
ANNUAL CERTIFICATION OF THE 2018
MAINTAINED MILEAGE LOG**

WHEREAS, Section 2121 of the Streets and Highways Code requires an annual report to Caltrans District 9 Office of the State of California showing the Maintained County Road System, specifying the termini and mileage of each route added to or excluded; and

WHEREAS, "Exhibit A" sets the Maintained County Road System from January 1, 2018 through December 31, 2018;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the Board of Supervisors of the County of Inyo the "Exhibit A" attached hereto and made a part hereof by this reference shows additions, revisions, and exclusions to the County Maintained Road System for the period of January 1, 2018 through December 31, 2018;

BE IT FURTHER RESOLVED AND ORDERED, that the Department of Public Works is hereby directed to file a certified copy of this resolution with the Caltrans District 9 Office of the State of California Department of Transportation.

APPROVED AND ADOPTED on this ____ day of _____, _____, by the Inyo County Board of Supervisors, County of Inyo:

AYES:

NOES:

ABSTAIN:

ABSENT:

Rick Pucci, Chair
Inyo County Board of Supervisors

ATTEST:

Clint Quilter, Clerk of the Board

By: _____
Assistant Clerk of the Board

Exhibit A

1. Relinquishment to County from State: None

2. Additions (new roads):

Road Name	Road Number	New Mileage	Record Document
West Jay St		0.08	R.S. 01-58
East Crocker Avenue	3206A	.05	Easement Deed 86 6420 from LADWP

Total: 0.13

3. Additions (extensions):

Road Name	Road Number	Previous Mileage	New Mileage	Record Document

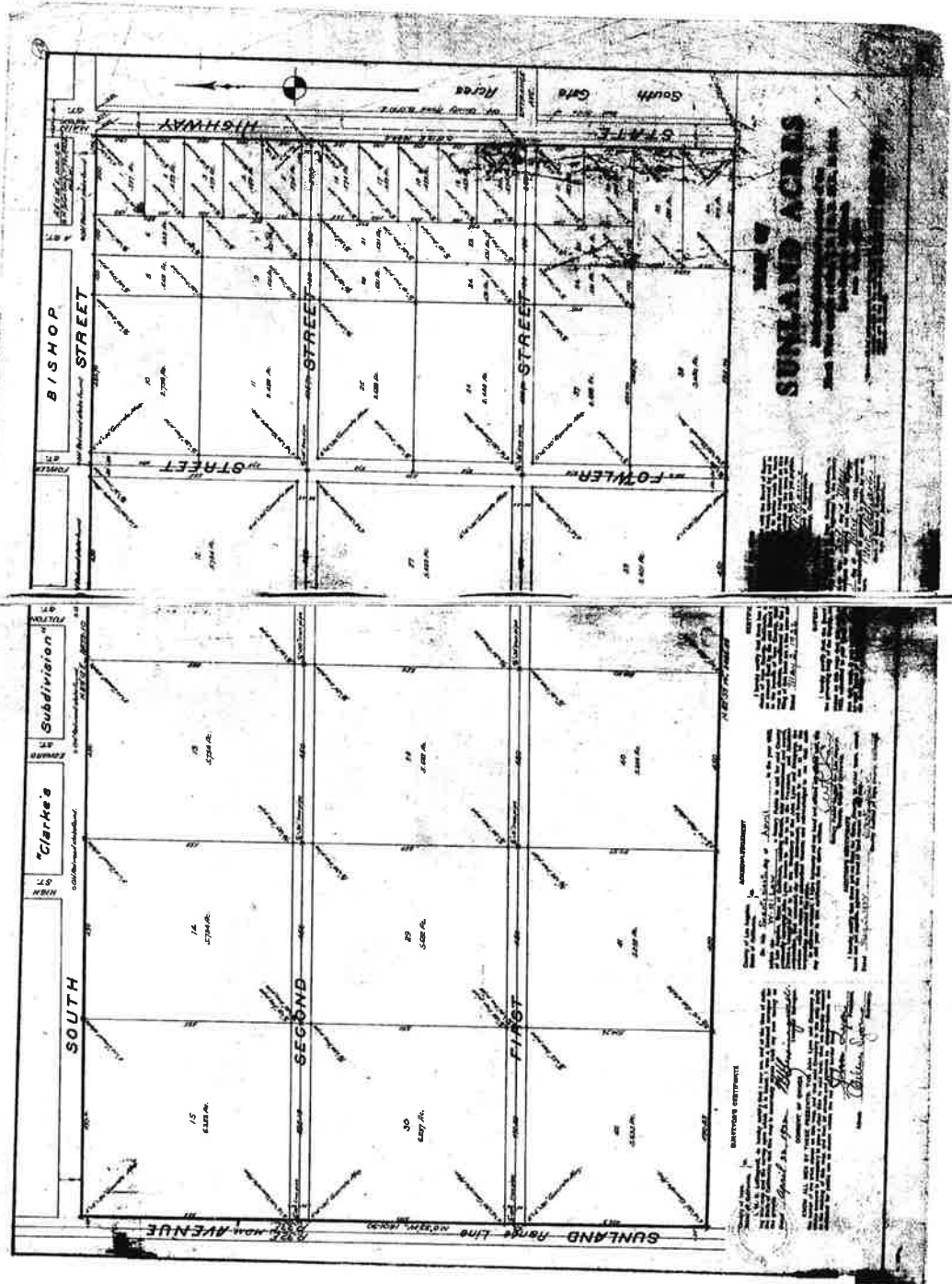
4. Exclusions (abandonment of portion):

Road Name	Road Number	Abandoned Mileage	Explanation
Petro Road	5003	9.65	A lawsuit was filed by Inyo County, against the Department of the Interior and Death Valley National Park, asserting the County's quiet title right to these roads. In 1994 the road segments in question were included in the expansion of DVNP and designated as wilderness. The final decision of the court, in 2012, ordered that these segments were not under the jurisdiction of Inyo County.
Lost Section Road	5010A	3.09	
Last Chance Road	2046	0.59	
Old State Highway	4206	0.37	
Sunland Drive	2034	0.17	On 8/28/2018 the Board authorized the Road Department to permanently close an 840 ft section of Sunland Drive, from Gerkin Rd to Hwy 395, due to frequent accidents.

Total 13.87

West Jay Street (First St) Record Document

R.S. 1917
 10811 1917-17-57



SUNLAND ACRES
 A TRACT OF LAND IN THE CITY OF LOS ANGELES, CALIFORNIA, BEING THE SUNLAND ACRES, AS SHOWN ON THE PLAT OF THE SUNLAND ACRES, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY, CALIFORNIA, ON THE 15TH DAY OF APRIL, 1917, UNDER RECORD NO. 10811 1917-17-57.

I, the undersigned, being a duly qualified and authorized agent of the Sunland Acres, do hereby certify that the above described land is the same as shown on the plat of the Sunland Acres, as shown on the plat of the Sunland Acres, filed for record in the office of the County Clerk of said County, California, on the 15th day of April, 1917, under record no. 10811 1917-17-57.

WITNESSED my hand and seal this 15th day of April, 1917.

[Signature]
 [Signature]

East Crocker Avenue Record Document

86 6420

Sawmill Road

An easement for public road purposes in, over and across that certain real property situated in the County of Inyo, State of California, and shown on County Surveyor's Map No. 4, on file in the Office of the County Surveyor of said County, described as that portion of Section 31, Township 6 South, Range 32 East, MDM, described as follows:

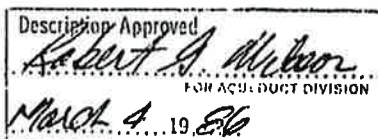
A strip of land 60 feet in width, lying 30 feet on each side of the following described centerline:

COMMENCING at the southeast corner of said Section 31; thence North $0^{\circ}07'04''$ West, 1,832.16 feet along the easterly line of said Section 31, to the existing centerline of Sawmill Road; thence North $88^{\circ}32'00''$ West, 6.30 feet along the centerline of said Road to the beginning of a tangent curve, concave northerly, having a radius of 1,000 feet; thence northwesterly along said curve, through a central angle of $34^{\circ}35'30''$, an arc distance of 603.74 feet; thence tangent to said curve North $53^{\circ}56'30''$ West, 1,835.06 feet to the POINT OF BEGINNING and the beginning of a tangent curve, concave easterly, having a radius of 400 feet; thence northerly along said curve, through a central angle of $80^{\circ}05'18''$, an arc distance of 559.12 feet; thence tangent to said curve North $26^{\circ}08'48''$ East, 1,626.14 feet to the centerline of U.S. Highway 395.

The sidelines of said 60-foot strip are to be prolonged or shortened to terminate northerly on the southerly right-of-way line of said U.S. Highway 395, being parallel with and 50 feet southerly from said centerline, and to terminate southerly on the old northerly right-of-way line of Sawmill Road.

Crocker Street

An easement for public road purposes in Lot 12, Block 12, in the Town of Big Pine, County of Inyo, State of California, as per map recorded in Book 1, Page 48, of Maps, in the Office of the County Recorder of said County, described as follows:



Lot 12, Block 12, excepting therefrom the southerly 20 feet.

86 6420

Whitney Portal Road

That certain portion of land being in Section 30, Township 15 South, Range 36 East, MDM, in the County of Inyo, State of California, more particularly described as follows:

COMMENCING at the southwest corner of Section 30, Township 15 South, Range 36 East, MDM; thence North $13^{\circ}47'11''$ East, a distance of 518.23 feet to the TRUE POINT OF BEGINNING; thence North $69^{\circ}13'28''$ West, a distance of 100.00 feet; thence North $55^{\circ}46'32''$ East, a distance of 60.00 feet; thence South $69^{\circ}13'28''$ East, a distance of 100.00 feet; thence South $55^{\circ}46'32''$ West, a distance of 60.00 feet to the TRUE POINT OF BEGINNING.

EXCEPTING therefrom that portion of existing 40-foot right of way, as deeded to Inyo County, recorded in Official Records, Volume 111, Page 243, in the Office of the County Recorder of said County.

Horseshoe Meadow Road

A 70.00-foot wide right of way over certain parcels of land in Sections 11, 12 and 14, Township 17 South, Range 35 East, MDM, the centerline of said right of way being more particularly described as follows:

Parcel 1:

COMMENCING at the southwest corner of the northwest quarter of Section 14, Township 17 South, Range 35 East, MDM; thence North $87^{\circ}34'43''$ East along the southerly line of the northwest quarter of said Section 14, a distance of 1,146.56 feet; thence North $2^{\circ}25'17''$ West, a distance of 1,602.32 feet to the TRUE POINT OF BEGINNING, last said point being also Engineer's Station 84+09.20 E.C.; thence North $18^{\circ}20'57''$ West, a distance of 963.03 feet to Engineer's Station 93+72.23 B.C.; thence along a curve deflecting to the right, having a radius of 1,000 feet and a central angle of $07^{\circ}37'$, a distance of 132.94 feet to Engineer's Station 95+05.17 E.C.; thence North $10^{\circ}43'57''$ West, a distance of 319.02 feet to Engineer's



Sunland Drive Backup

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 28th day of August 2018 an order was duly made and entered as follows:

***Public Works –
Closure of Sunland
Drive Section***

Acting Public Works Director Mike Errante explained that increased safety measures have been in put in place on the 840-foot section of Sunland Drive east of Gerkin Road due to an increase in accidents, yet are still proving ineffective. He said after consultation with Caltrans, Public Works determined the best remedy is permanently closing the section of roadway. Supervisor Tillemans said he appreciated the proactive approach to dealing with an issue that is escalating despite good efforts to solve it. Supervisor Griffiths said he didn't think the closure would be much of an inconvenience. Errante said temporary barriers would be established across the roadway until a permanent closure could be affected. Moved by Supervisor Tillemans and seconded by Supervisor Pucci to authorize the Public Works Director to permanently close an 840-foot section of Sunland Drive, from Gerkin Road to U.S. 395, for safety concerns due to an increase in accidents at the intersection of Gerkin Road and Sunland Drive. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 28th

Day of August, 2018



CLINT G. QUILTER
Acting Clerk of the Board of Supervisors

A handwritten signature in cursive script, appearing to read "Clint G. Quilter".

By: _____

Routing
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: September 5, 2018

1 Defendants contend Plaintiff's action must be dismissed because it fails to plead with
2 particularity the date that their cause of action under the Quiet Title Act accrued. Since the court
3 has found that Plaintiff's claims under the Quiet Title Act are all time-barred with the exception
4 of their claim to the eastern segment of Petro Road, there is no need to address Defendants'
5 contention except as it may apply to Plaintiff's surviving claim.

6 Plaintiff, in its opposition to the motions to dismiss, contends that the allegations at
7 paragraphs 4, 38, 39, 64, 72, 80, and 87 of the Complaint allege with particularity the actions of
8 the United States that constituted notice to Plaintiff of United States' adverse claims to Plaintiff's
9 titles to the rights of way at issue. The court has examined the cited paragraphs and finds they
10 refer to various actions by BLM, such as the posting of signs or the erecting of physical barriers,
11 that Plaintiff contends constitute notice of an adverse claim. The Complaint also states, in
12 pertinent part, "Defendants have based their assertions and actions on the passage of the
13 California Desert Protection Act of 1994, PL 103-433, October 31, 1994, 108 Stat. 4471."
14 Complaint at ¶39. Plaintiff contends that, in the alternative, this statement sets forth the earliest
15 date from which its claim(s) under the Quiet Title Act could have accrued.

16 As the court has concluded, Plaintiff's action under the Quiet Title Act accrued with the
17 enactment of the CDPA as to the eastern segment of Petro Road. While Plaintiff may not have
18 pled the elements of its action under the Quiet Title Act with the sort of particularity that might
19 be desired; under the present circumstances, where the court has clearly defined which claims are
20 time barred and which are not, there is no purpose to be served by a more precise pleading.
21 Although the court would probably be within its discretion to dismiss the complaint and order a
22 more particular pleading, such an order would not serve any identifiable need and would only
23 serve to unnecessarily prolong the proceedings. The court will therefore find that the complaint
24 is pled with sufficient particularity as to Plaintiff's claim under the Quiet Title Act to the eastern
25 segment of Petro Road.

26

27

THEREFORE, in consideration of the foregoing, it is hereby ORDERED that:

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1 1. Plaintiff's claims for relief set forth in the Complaint as to Padre Point Road, Lost
2 Section Road - South, Last Chance Road, and the western segment of Petro Road, from
3 its entrance into Greenwater Canyon to its western terminus at Greenwater Canyon Road
4 (County Road 5005), are hereby DISMISSED as time-barred.

5 2. Defendants' motion to dismiss Plaintiff's action as to the eastern segment of Petro Road,
6 beginning at its intersection with State Route 127 and continuing until it turns south into
7 Greenwater Canyon, is hereby DENIED.

8 3. The court shall make no determination of the exact boundary between that portion of
9 Petro Road that was included in WSA # 147, and that segment that was excluded, except
10 that either party may petition the court to make such determination after notice and
11 hearing.

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13 IT IS SO ORDERED.

14 Dated: August 8, 2008

/s/ Anthony W. Ishii
CHIEF UNITED STATES DISTRICT JUDGE

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18 Determination on Petro Road and Lost Section Road, the discussion regarding
19 Last Chance Road continued.
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1 As noted, under California law there is no requirement that a “highway” be mechanically
2 constructed, however the absence of clear and unambiguous evidence that there was any
3 mechanical construction is at least inferential support for the conclusion that Last Chance Road
4 was or is a route of little or no consequence for purposes of communication or commerce. The
5 fact that no person at the on-site deposition in 2010 could identify any physical feature in that
6 location that denoted a definite road built or traveled by people is evidence of the casual and
7 sporadic nature of its use as well as of its lack of importance. Further, the physical nature of the
8 road itself is, again, at least inferential evidence of its casual nature and lack of importance. Last
9 Chance Road has been consistently identified as consisting of a dry sandy wash for at least the
10 first half of its length. After going up the wash for some distance the road appears to have left
11 the wash to go up small hill to the southeast of the wash and from there to have terminated at
12 different points over the years. What the court infers from this is the fact that Last Chance Road
13 was never a route of such compelling importance to public travel as to warrant any effort at
14 durable improvement or regular maintenance over time. Upon the undisputed evidence available
15 to the court, it is the court’s conclusion that the route or routes labeled “Last Chance Road” never
16 received public use or was of such importance to travel, communication or commerce as to
17 warrant the designation of “highway” under R.S. 2477.

18 It must be kept in mind that, while California common law is rather liberal in the *scope* of
19 official actions or conditions of public use that are sufficient to signify the acceptance of a grant
20 of right-of-way under R.S. 2477, federal law requires that the official acts or conditions of use
21 must *unequivocally* signify acceptance of the grant. Ambiguities, as previously noted, must be
22 settled in favor of the federal government. The court finds that Plaintiff’s official actions with
23 regard to Last Chance Road are, at best, ambiguous. The factual context of public use indicates
24 unequivocally that the segment of Last Chance Road at issue in these cross-motions for summary
25 judgment never existed as a highway within the meaning of either California common law or
26 within the meaning of federal law interpreting R.S. 2477. Because Plaintiff cannot make the
27 required showing that the grant of right of way under R.S. 2477 was accepted by the State of
28 California or the County of Inyo prior to 1976, Plaintiff’s motion for summary judgment must

1 fail. Correspondingly, Defendants are entitled to summary judgment in their favor with regard to
2 all remaining claims for declaratory or injunctive relief in Plaintiff's complaint.

3
4 THEREFORE, it is hereby ORDERED that Plaintiff's motion for summary judgment is
5 DENIED. Defendants' cross-motions for summary judgment are correspondingly GRANTED.
6 The Clerk of the Court shall enter judgment in favor of Defendants and Defendant-Intervenors
7 and shall CLOSE the CASE.

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9 IT IS SO ORDERED.

10 Dated: June 5, 2012


11 CHIEF UNITED STATES DISTRICT JUDGE

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15 This was the final decision regarding Last Chance Road, Inyo County
16 was denied quiet title rights to this road.
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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

16

FROM: Public Works Department

FOR THE BOARD MEETING OF: MAY 28 2019

SUBJECT: Authorize payment of permit application fee in an amount not to exceed \$25,600 required by California Department of Fish and Wildlife (CDFW), for an Incidental Take Permit application for the federally funded Walker Creek Road Bridge Replacement Project

DEPARTMENTAL RECOMMENDATIONS: Request your Board to:

1. Authorize payment of permit application fee in an amount not to exceed \$25,600 to the CDFW for the Incidental Take Permit application for Walker Creek Road Bridge Replacement Project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Walker Creek Road Bridge Replacement Project is federally funded through the Highway Bridge Program, which is administered by Caltrans. The project will replace the functionally obsolete bridge over the Los Angeles Aqueduct on Walker Creek Road, near Olancho, and realign a portion of the road to the new bridge location.

During the environmental process for the proposed project it was determined that the project area included suitable habitat for the Mojave desert tortoise (MDT), a federally- and state-listed threatened species, and the Mohave ground squirrel (MGS), a state-listed threatened species. Though the County and contractor will be required to take numerous precautions to avoid impacts to the two species (detailed in the Initial Study/Mitigated Negative Declaration, available on the Inyo Planning website), it is possible for an inadvertent "take" to occur. Take is defined by Section 86 of Fish and Game Code as "hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill." After discussion with CDFW employees on the likelihood of encountering an MGS in the Walker Creek Road area, the Public Works Department (PWD) has determined that it is necessary to obtain an Incidental Take Permit (ITP) to protect the County and the eventual contractor in the event that either species is found in the construction area. The likelihood of encountering a MDT is lower; however there is not an additional cost to cover both species in the same permit, so it is prudent to include MDT. The cost of the ITP application is \$25,570.50.

The ITP will also require habitat compensation in the form of Mitigation Credits, which the PWD plans to purchase from the Black Rock Conservation Bank, to compensate for temporary (.54 acres) and permanent (.98 acres) losses of desert tortoise and Mohave ground squirrel habitat. The Conservation Bank is located in the western Mojave Desert, San Bernardino County, California and contains more than 1,940 acres suitable to offset permitted impacts to desert tortoise and Mohave ground squirrel.

The cost of the permit application and the habitat compensation are 100% reimbursable through the Highway Bridge Program.

ALTERNATIVES:

Your Board could choose not to authorize this payment and direct staff to find alternatives.

OTHER AGENCY INVOLVEMENT:

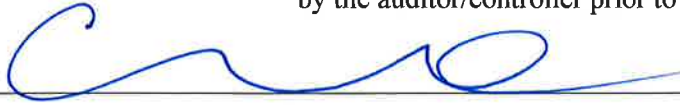
CDFW
Auditors Office

FINANCING:

Expenditure from Budget Unit #034601 – State Funded Road, Object Code 5736 - Walker Creek Bridge Replacement.

APPROVALS

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 5/8/19

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 5/9/19



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 17

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

FROM: BOARD OF SUPERVISORS – Chairperson Pucci
By: Assistant Clerk of the Board

FOR THE BOARD MEETING OF: May 28, 2019

SUBJECT: Appoint a Voting Delegate and Alternate for the NACo Conference

DEPARTMENTAL RECOMMENDATION: Request Board appoint a voting delegate and alternate for the upcoming 84th Annual NACo Conference, being held July 12-16, 2019 in Las Vegas, NV, and authorize the Chairperson to sign the NACo credentials form on behalf of Inyo County.

SUMMARY DISCUSSION: Supervisors Rick Pucci and Matt Kingsley and County Administrator Clint Quilter are attending the NACo Conference in Las Vegas July 12-16. If the County wishes to participate in the association's annual selection of officers and policy adoption, one of its registered attendees must be credentialed as a voting delegate. The Board is being asked to appoint a voting delegate to vote on Inyo County's behalf during the upcoming conference, as well as an alternate who can step in if the delegate is unable to attend or fulfill their duties. Credential forms must be returned to NACo by June 28. The Board may also want to consider whether it wants to allow its State Association to vote on the County's behalf if Inyo's ballot, for whatever reason, is not picked up by 1 p.m. on July 14.

ALTERNATIVES: Do not select a voting delegate, which would prevent Inyo County from directly participating in the election and policy adoption process.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

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

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

Date: 05/23/19



MEMORANDUM

ELECTION OF NACo OFFICERS AND VOTING ON POLICY

To: County Board Chairpersons, Parish Presidents, Borough Mayors,
County Judges, Elected County Executives and County Clerks
From: Greg Cox, NACo President
Date: May 16, 2019
Subject: Voting Credentials – 2019 Annual Conference

NACo is preparing for the 84th Annual Conference to be held July 12-16, 2019, in Clark County, Nev. It is important that your county participates in the association's annual election of officers and voting on policy. **In order to participate, a county must have paid its membership dues and have one paid registrant for the conference, according to NACo bylaws.**

Please read the enclosed information carefully. Indicate on the credentials form the name of the county voting delegate and alternate authorized to pick up your county's voting materials.

A checklist is enclosed to assist you in filling out the voting credentials form. Additionally, **the chief elected official of your county must sign the form.** A chief elected official may be a:

- board chair/president
- mayor
- county judge
- **elected** county executive

*Please fill out this form in advance and scan and e-mail, mail or fax the enclosed form by **FRIDAY, JUNE 28.***

If no one from your county is planning to register for the conference, you do not have to turn in the credentials form.

Email: credentials@naco.org

Mail: Credentials Committee
Attn: Lauren Wilson
National Association of Counties
660 North Capitol St, NW
Suite 400
Washington, DC 20001

Fax: 866.370.9421

For questions, please contact Lauren Wilson, Credentials Committee Liaison, at credentials@naco.org or 888.407.NACo (6226), direct line: 202.661.8840. We look forward to seeing you in Clark County.



2019 Credentials Process Frequently Asked Questions

On what issues or for which candidates do counties/parishes/boroughs vote?

Counties vote on resolutions that set NACo legislative and association policy for the coming year. Delegates also elect NACo officers for the coming year. The second vice president is typically the only contested position.

How can my county vote?

A county must be a NACo member “in good standing” in order to vote. This means your county’s dues for 2019 must be paid before the voting occurs. Also, the county must have at least one paid registration for the annual conference and have proper credentials.

What are credentials?

Credentials attest to a county’s eligibility to vote. Credentials contain information on the number of votes a county is eligible to cast, as well as the identity of the delegate that is authorized to cast the county’s vote.

How is the credentials form distributed?

The form is mailed in May to the clerk and chief elected official of member counties so that the county can provide the name of the voting delegate to NACo. Conference registrants will receive an e-mail with a link to the credentials form as well. Only counties that have paid their 2019 NACo dues will receive a credentials form. Please return this form by Friday, June 28, 2019.

Why did I receive a credentials form?

You are receiving this form because you are the chief elected official at your county, your county’s clerk, or you registered for the 2019 NACo Annual Conference. If you wish to vote, please bring the credentials form to your chief elected official to fill out and return to NACo. Please see this packet for more instructions on the form.

My county has misplaced the credentials form. What should I do?

The credentials form is available in the Elections and Voting Credentials section of the NACo website (www.naco.org/credentials). After you download, print, and fill out the form correctly, you can return it to NACo. Please call Lauren Wilson at 202.661.8840 if you need assistance.

If my county is not registering for the Annual Conference, does my county have to send in the credentials form?

No. Only counties who register may vote. Please do not return the credentials form to the NACo office if your county does not plan to register for the Annual Conference.

What is a voting delegate?

A voting delegate is someone authorized by your county/parish/borough board to pick up a ballot and cast your county’s votes at the annual conference. The delegate must have a paid registration to the conference.



Who may be a voting delegate?

Any elected or appointed official or staff member from your county/parish/borough may be a voting delegate. That decision is up to your county board.

What is an alternate?

An alternate is another elected or appointed official or staff member from the county delegated by the county to pick up and cast its ballot. The alternate must have a paid registration to the conference. The delegate or alternate listed on the credentials form may pick up your county's ballot.

My county has only one person attending the conference. Does my county have to designate an alternate?

No. It is not necessary to list an alternate if a delegate is named.

Whose ballots may the state associations of counties/parishes/boroughs receive?

Your state association of counties/parishes/boroughs is allowed to pick up any unclaimed ballots from counties/parishes/boroughs that have registered delegates. The pick-up time for state associations is Sunday afternoon (2 to 5 p.m.) during the conference. The state association may then cast those ballots in the election.

My county does not want our state association to pick up our votes. How does my county go about indicating this decision?

You must check the box that says *“If my ballot is not picked up, I DO NOT AUTHORIZE my state association to pick up or cast my county’s vote. I understand that my county’s votes will NOT be cast if I select this option.”* Please remember that your county’s votes will not be cast at all with this option if your delegate does not pick up the ballot.

If I do not get my credentials form into the NACo office by June 28, may I become credentialed on site at the conference?

Yes. You may bring the original credentials form signed by your chief elected official or fill out the on-site ballot form. By signing the on-site ballot form you declare that you and the other conference attendees from your county have agreed that you are the voting delegate for your county. You must be registered for the conference to be able to vote.

What happens if multiple registered attendees from my county completes the on-site ballot form?

If there is uncertainty as to who the authorized delegate is, and more than one person claims to be your county’s authorized delegate, officials from your county will need to resolve the dispute by 1 p.m. PDT on Sunday July 14, 2019. Unless the dispute is resolved, your county’s votes will not be counted.

To resolve the dispute, all registrants who filled out the on-site ballot form are required to agree as to who is the individual authorized to cast their county’s votes and communicate that to Lauren Wilson, Credentials Committee Liaison, at the Credentials Desk by 1 p.m. PDT on July 14, 2019.



How do I get my ballot?

When you submit your credentials form NACo staff prints out a paper ballot to bring to the NACo Annual Business Meeting. In order to vote you will need to pick up this paper ballot at the NACo Credentials Desk. Your county has until 1 p.m. on Sunday, July 14 to come to the Credentials Desk and pick up your ballot. If you do not pick it up by 1 p.m. your state association can then pick up your vote until 5 p.m. unless you check the box on the form to not permit them. If you check that box and do not pick up your own ballot your county will not be permitted to vote.

What would happen if I have picked up my ballot, but need to leave before the election?

If you have picked up the ballot for your county but will not be present to cast it at the NACo Annual Business Meeting on Monday morning, you can give that ballot to a delegate from your same county, from another active member in your state, the head of your state delegation, or your state association president or president's designee. To do this, you (transferer) and the person you are handing the ballot to (transferee) must sign the Record of Ballot Transfer form on the back of your ballot.

If county won't be attending this year's Annual Conference, can we still vote?

Yes. Your county can still have its votes counted without attending the conference, but one person from your county still needs to register. You must have at least one person registered by 12 PM PDT on July 9. If you register, do not plan to attend and wish to vote, you must designate your state association president as your delegate on the Credentials Form. Your state association president or his/her designee will pick up and cast your ballot.

How does NACo determine the number of votes each county receives?

The number of votes is determined by the amount of dues a county pays. Dues are based on population. All counties are entitled to at least one vote. Members with more than \$1,199 in dues are entitled to one additional vote for each additional \$1,200 in dues or fraction thereof paid in the year the meeting is held.

- Counties with dues of \$450 to \$1,199 receive one vote.
- Counties with dues of \$1,200 to \$2,399 receive two votes, and so on.
- The maximum number of votes a county can receive is 51.

My county has 10 votes. How can our 25 commissioners divide or share the votes?

That is up to your county. NACo has no rule as to how counties decide to allocate their votes. Counties may split their vote amongst the candidates running for second vice president if it is desired.

I've heard the term "unit vote" used. What is that?

Some states, by custom or policy, cast all of their votes as a block or "unit." State associations typically have a meeting before the election to determine how they will handle the voting process.

- Check with your state association regarding the time, date and location of this meeting.
- NACo bylaws permit each county to cast its vote as it chooses. Your county does not have to vote with your state association should you so choose.

**When does the voting take place?**

This year's election is on Monday, July 15, 2019 at 9:30 a.m. at the NACo Annual Business Meeting.

How does the voting occur?

Votes are cast by state, not by state association. Counties from a state sit together as a delegation. The reading clerk will call out states at random. A state appointed representative will approach the microphone and call out that state's vote. This will continue until one of the candidates has a majority of the total number of votes being cast. Voting may still continue after a majority has been reached.

What is a roll call?

Roll call is a way of voting for NACo resolutions to be passed. If a roll call is necessary, the names of the states will be read out in alphabetical order by the reading clerk. A state appointed representative will approach the microphone and call out that state's vote as "yes" or "no." This will continue until all votes have been cast.

What happens if there is a dispute over the election process?

It is rare, but sometimes irregularities occur with how votes are cast or counted, or how the credentialing process is conducted. As a safeguard, elections may be challenged during the voting process at the NACo Annual Business Meeting. Challenges are allowed under two circumstances. A voting delegate may challenge the vote for his/her state, and his/her state only. A candidate running to become a NACo officer may challenge the vote of any state. If a challenge is made, the NACo Credentials Committee may audit the ballots of a state delegation to ensure that the number of votes the state is casting matches the number of ballots the state has. The committee may also audit the ballot transfer records on the back of each ballot and the State Voting Totals Form, which is a form states fill out showing the number of votes cast for each candidate.

For questions, please contact Lauren Wilson, Credentials Committee Liaison, at credentials@naco.org or 888.407.NACo (6226), direct line: 202.661.8840.



Credentials Checklist

Please use the following checklist before returning the credentials form.

YES NO Has my county/parish/borough paid its 2019 NACo dues?

If no, please contact NACo's Membership department at 888.407.NACo (6226). 2019 dues must be paid before votes may be cast.

YES NO Has my county/parish/borough registered or at least one person from my county/parish/borough paid the registration fee to attend the annual conference?

If no, there is no need to fill out the form. The county must have at least one paid conference registrant to cast a ballot, according to NACo's bylaws. If no one from your county is registered for the conference, your county may not vote in the election. If your county does not plan on registering for the conference, you do not need to turn in this form to the NACo office.

If you have answered "YES" to both of the above questions, please continue.

YES NO Has my county designated a voting delegate and alternate, if applicable?

Only one alternate may be designated per county. If more than one alternate is designated per form, only the first will be counted as the credentialed voting alternate.

YES NO Has the chief elected official of my county/parish/borough (board chair, mayor, parish president, elected county executive, etc.) signed the credentials form?

If you have answered "YES" to all questions, please either fax, mail, scan or e-mail the credentials form by Friday, June 28, 2019 to:

credentials@naco.org

Or:

Credentials Committee
Attn: Lauren Wilson
National Association of Counties
660 North Capitol St., NW
Suite 400
Washington, DC 20001

Or:

Fax: 866.370.9421

For questions, please contact Lauren Wilson, Credentials Committee Liaison, at credentials@naco.org or 888.407.NACo (6226), direct line: 202.661.8840.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

18

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

FROM: Board of Supervisors – Chairperson Pucci

FOR THE BOARD MEETING OF: May 28, 2019

SUBJECT: Letter re: GSFA Program - 2019 Single Family Allocation

DEPARTMENTAL RECOMMENDATION: Request Board: A) approve a letter to the California Debt Limit Allocation Committee, requesting the assignment of Inyo County's 2019 allocation of private activity bonds to Golden State Finance Authority in order to participate in GSFA's affordable housing programs, and authorize the Chairperson to sign; and B) authorize the County Administrator to sign the Housing Element Certification Form.

SUMMARY DISCUSSION: The County has participated in the Golden State Finance Authority (GSFA) since its inception. The program was developed by the Rural County Representatives of California (RCRC) to provide rural communities with mortgage financing alternatives. GSFA partners with local and national financial and lending institutions to provide affordable homeownership programs with a focus on low- to moderate-income families in California.

Every year the California Debt Limit Allocation Committee assigns each county its per capita portion of private activity funds. GSFA subsequently requests the assignment of the county's allocation in order to participate in its upcoming programs. The Board has historically voted to allocate Inyo County's per capita portion, averaging between \$115,000 and \$120,000, for inclusion in the GSFA's programs. The Board most recently, in 2017, authorized the assignment of its 2018 allocation in order to participate in the Mortgage Credit Certificates (MCC) Program. It is recommended that our Board approve the 2019 letter and the certification form as requested, so the County may participate in the upcoming MCC Program. Authorization of the allocation also covers inclusion in any GSFA 2019 and 2020 Mortgage Revenue Bond Programs.

ALTERNATIVES: Our Board could choose to not send the letter, but this alternative is not recommended in that not meeting the requirements of the program may preclude Inyo County from participating in this mortgage financing opportunity for our residents who are first-time home buyers.

OTHER AGENCY INVOLVEMENT: Golden State Finance Authority; California Debt Limit Allocation Committee

FINANCING: There is no fiscal impact associated with this action.

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

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

Date: 05/23/19



Golden State Finance Authority (GSFA)
1215 K Street, Suite 1650 · Sacramento, California 95814
Phone: (855) 740-8422 · Fax: (916) 444-3219 · www.gsfa-home.org

May 14, 2019

The Honorable Richard Pucci
County of Inyo
P.O. Drawer N
Independence, CA 93526

RE: 2019 GSFA MRB Programs

Dear Supervisor Pucci,

Thank you for your continued participation in Golden State Finance Authority ("GSFA"), formerly CHF, housing programs. Your participation and support enables the residents of Inyo County to take advantage of the housing programs developed by GSFA through the use of Mortgage Revenue Bonds ("MRB") and/or Mortgage Credit Certificates ("MCC").

Each year the California Debt Limit Allocation Committee ("CDLAC") allocates each county their per capita portion of private activity bonds. In 2018, Inyo County assigned its allocation to GSFA in order to participate in the MCC Program (see attached letter). This year, GSFA is requesting the assignment of the County's 2019 allocation in order to participate in the upcoming MCC Program. Enclosed is the letter that needs to be placed on County letterhead for this year's allocation as well as a Housing Elements Form (Attachment K) required by CDLAC.

GSFA appreciates your continued participation in these programs and your interest in helping to further homeownership opportunities for low-to-moderate income Californians. Please feel free to contact me at 855-740-8422 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Tran", written in a cursive style.

Peter Tran
Director of Operations
GSFA



BOARD OF SUPERVISORS COUNTY OF INYO

P. O. DRAWER N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373
email: dellis@inyocounty.us



May 28, 2019

Mr. Evan Kass, Senior Program Manager
California Debt Limit Allocation Committee
915 Capitol Mall, Room 311
Sacramento, CA 95814
Tel: (916) 653-3461
Fax: (916) 653-6827

Re: Inyo County – 2019 Acknowledgement of Participation in GSFA Programs

Dear Mr. Kass:

This letter is to request that CDLAC assign Inyo County's 2019 allocation to Golden State Finance Authority (GSFA) for inclusion in their Mortgage Credit Certificate (MCC) Program and/or any of GSFA 2019 and 2020 Mortgage Revenue Bond (MRB) Programs.

If any supplemental allocation is available, the County would like to be notified and considered for a portion of that allocation.

Please let us know if you require additional information regarding this acknowledgement of participation.

Sincerely,

Richard Pucci,
Chairperson,
Inyo County Board of Supervisors

cc: GSFA / Peter Tran, Director of Operations

ATTACHMENT K

HOUSING ELEMENT CERTIFICATION FORM FOR APPLICATION FOR AN ALLOCATION OF QUALIFIED PRIVATE ACTIVITY BOND FOR A SINGLE FAMILY HOUSING MORTGAGE CREDIT CERTIFICATE PROGRAM

Note: To be completed by each participating jurisdiction.

Certification of the Inyo County (Participating Jurisdiction)

In connection with the following Qualified Private Activity Bond Application:

APPLICANT: Golden State Finance Authority (GSFA)

for a Mortgage Credit Certificate Program.

The undersigned officer of Inyo County (Participating Jurisdiction) hereby certifies as follows:

1. I, Clint Quilter (Name), am the County Administrator (Title) of Inyo County (Participating Jurisdiction); which is a participating jurisdiction of the proposed Single Family Housing Mortgage Credit Certificate program.
2. The proposed Single Family Housing Program is consistent with the adopted housing elements for Inyo County (Participating Jurisdiction) in which the proposed program will operate. The California Department of Housing and Community Development has determined the jurisdiction's adopted housing element to be in substantial compliance with the requirements of Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code. In addition, as required under Section 65400 of the Government Code, the jurisdiction submitted an annual progress report to the California Department of Housing and Community Development for the preceding 12-month calendar year, pursuant to Section 5267 of the California Debt Limit Allocation Committee Regulations.

Signature of Senior Official

Clint Quilter

Print or Type Name

County Administrator

Title

Date



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:

AGENDA NUMBER

19

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: May 28, 2019

SUBJECT: Presentation by Planning Department staff regarding Senate Bill 2 (SB2) funding and a request for direction from the Board to apply.

DEPARTMENTAL RECOMMENDATION:

Request the Board of Supervisors: receive a presentation from staff and provide comments and potentially direction to staff to apply for the grant.

SUMMARY DISCUSSION: The County is currently faced with a lack of “family-wage” and/or “affordable” housing choices. There are a number of factors that contribute to this issue including:

- A lack of available private property;
- Difficulties in the provision of infrastructure and services;
- No interest from builders to provide “family-wage” and/or “affordable” housing choices;
- State subdivision regulations that prohibit subdivision of areas outside Community Service District (Fire) Boundaries; and
- Outdated zoning.

Funding

SB2 was adopted by the State Legislature in 2017 to provide a permanent source of funding to help local jurisdictions provide affordable housing (attached SB2 flier). This year’s funding is being directed at planning assistance that helps to achieve affordable housing goals. This grant funding will be allocated by an “over the counter” non-competitive means to all eligible jurisdictions in the State. The application for this funding is out and is due by November 30, 2019. Inyo County is considered a ‘small county’ with regard to the SB2 funding allocations, and therefore, is entitled to \$160,000.

The State’s Priority Policy Areas

Along with the funding opportunity the State has also provided a list of priority policy areas. Jurisdictions that choose to apply under a priority policy area will have an easier and faster grant application process. Priority Policy Areas include:

- Rezone to permit by right
- Objective design and development standards
- Specific plans or form based codes coupled with CEQA Streamlining
- Accessory dwelling units or other innovative building strategies
- Expedited processing
- Housing related infrastructure financing and fee reduction strategies.

Eligible projects include, but are not limited to:

- Targeted General Plan updates
- Community plans and specific plans
- Zoning updates

- Environmental analysis that eliminate the need for project specific review.

Projects undertaken with this grant funding are also covered for necessary CEQA review.

Projects

Since this funding is tied to affordable housing strategies, the County must be able to show that whatever project it chooses to apply for works towards meeting the County's housing needs. This need can relate back the Regional Housing Needs Allocation (RHNA) that is provided to each jurisdiction when its housing element is required to be updated. Staff is recommending that the County consider conducting an evaluation and update to its current residential zoning. This would include:

- identifying vacant properties and ownership patterns;
- evaluating current zoning designations and infill opportunities;
- finding properties where rezoning to higher densities makes sense in relation to existing services and providing more affordable housing;
- identifying areas where mixed use residential/commercial zoning could help provide areas for affordable housing;
- propose changes to the County's zoning;
- conduct the necessary CEQA evaluations; and,
- adopt.

Other project alternatives can include, but are limited to: completing the North Sierra Highway Specific Plan with an explicit focus on affordable housing or identify new areas for specific plans also with an explicit focus on affordable housing.

ALTERNATIVES:

- The County could not apply for the SB2 grant funding. This is not recommended as this funding can provide the means to evaluate and implement changes in policy and regulation regarding affordable housing that the County does not otherwise have.

OTHER AGENCY INVOLVEMENT:

California Department of Housing and Development, Inyo County Public Works and Environmental Health Departments, and other outside agencies and non-profit organizations that work in affordable housing projects and policy.

FINANCING:

If the Board decides to direct staff to proceed with the SB2 grant application process, it will require staff resources to write the grant proposal and a Request for Proposals if the County decides to contract the work out to consultants. Managing the grant and project will be paid for through the grant.

APPROVALS

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

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


_____ Date: 5/20/19

Attachment: SB2 Funding Flier

SB2 Announcement of Availability of SENATE BILL 2 FUNDS

Senate Bill 2, adopted in 2017, establishes a permanent source of **funding to increase affordable housing stock**. The funding for this year includes approximately **\$123 million for financial and technical assistance** to local governments to update planning documents to streamline housing production.

The funds will be distributed on an "over the counter", non-competitive basis to eligible jurisdictions. To be eligible, jurisdictions must have a Certified Housing Element, 2017 or 2018 Annual Progress Report submitted to HCD, and a few other requirements.

The application form will be released March 29, 2019.

Applications can be submitted April 1 to November 30, 2019. (may be extended)

ELIGIBLE ACTIVITIES

Jurisdictions selecting priority policy areas will receive a smoother, faster, and easier process.

Priority Policy Areas:

- » Rezone to permit by-right
- » Objective design and development standards
- » Specific plans or form based codes coupled with CEQA streamlining
- » Accessory dwelling units or other innovative building strategies
- » Expedited processing
- » Housing related infrastructure financing and fee reduction strategies

Eligible projects include but are not limited to:

- » Targeted general plan updates
- » Community plans and specific plans
- » Zoning updates
- » Environmental analyses that eliminate the need for project-specific review

TECHNICAL ASSISTANCE

Along with HCD and OPR, a consultant team led by PlaceWorks has been contracted to assist with:

- » SB 2 planning grant application assistance
 - › Grant writing (*limited*)
 - › Review of ideas and draft applications
 - › Identification of eligible activities
- » Housing element compliance
- » Annual progress reports

SIERRA NEVADA REGION LIAISONS



Adam Lewandowski
Adam.Lewandowski@AscentEnvironmental.com
702.596.5957



Charlie Knox
CKnox@PlaceWorks.com
510.848.3815

For more information, email
SB2PlanningGrant@HCD.CA.gov





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

20

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: May 29, 2019

SUBJECT: Short-term vacation rentals in the Inyo County Residential Zoning Districts.

RECOMMENDATION: Receive an update from staff on the status of the short-term vacation rental issues in the County's Residential Zones and provide input and direction.

SUMMARY DISCUSSION: Short Term vacation rentals have intermittently been viewed as a controversial use in Inyo County over many years and the debate surrounding them continues today. In 2006, during a particularly contentious episode involving short term rentals, the Board of Supervisors provided a finding that stated that short-term rentals were not allowed in the County's residential zones. Planning staff treated short term rentals as zoning violations, based on the 2006 finding until the beginning of 2018 when an ordinance was adopted to allow and regulate them. The drive to allow for short term rentals came from a very active interest from people in the community who wanted to be able to have them and from an uptick in complaints related to their unregulated use in the County that was driven by the increase of people using on-line rental sites to operate them in the County.

Background

At the direction of the Board, planning staff evaluated short-term rental issues and conducted five Community Workshops to discuss Short-Term Vacation Rental issues with the public. These discussions included potential ways to regulate them. Different mechanisms to regulate short term rentals were reviewed by staff and vetted at the public meetings. These included allowing by right with accompanying standards, overlay zones, conditional use permits and varying combinations of them. An evaluation of the comments collected at the community workshops found that most of the people who attended were interested, or at least tolerant, in allowing for short-term rentals in the County as long as adequate regulations were to also be imposed. There were also people in attendance that believed and are still very vocal in protesting that this use is a commercial activity and inappropriate for residential zones. Concerns from both groups included the potential effects to the integrity and safety of residential neighborhoods from short-term rentals. Additionally, the attending public expressed some apprehension regarding the impact of short-term rental proliferation to the limited availability of housing for local residents and more general concerns about parking, noise, pets, partying and trash. The comments provided by the public (attached) and reviews of other jurisdictions' short term rental regulations were used to prepare the Ordinance regulating short-term rentals, which with a recommendation from the Planning Commission, was adopted by the Board in February 2018. Regulations were included for both Hosted (meaning a room or rooms are being rented and an owner of the property is concurrently in the dwelling during the rental period) and Non-Hosted (meaning the rental of a whole house and a property manager is available at all times to address any issues during the rental period).

Currently

The Planning Department has received three complaints regarding short-term vacation rentals since the adoption of the ordinance. The same number as right before it was adopted. There have also been three

somewhat contentious Planning Commission hearings related to applications for non-hosted short-term rentals. This is not an uncommon phenomenon and contentious Planning Commission hearings have been had for a wide array of projects including: mini-storage facilities, Wi-Fi towers and renewable energy policy. The main issues brought forward at these hearings regarding non-hosted short-term rentals are the exact same concerns from people who did not, and still do not, believe that short term rentals are an appropriate use in residential zones. Staff and the Planning Commission have taken the stance that the County would not have adopted a short-term rental ordinance if it thought it was an inappropriate use. Counter to this, there is still a contingent of citizens in the County who believe that there are people looking for short-term rentals for vacation accommodations that do not want to stay in motel/hotels and in the County's tourist based economy this is an important economic opportunity for Inyo County citizens. It can allow for people with second homes to derive some income from them and bring in income from renting out rooms in a home, both without having people living full time in either. Concerns expressed at the application hearings related to neighborhood values, such as parking, dogs, trash, etc. have had additional conditions of approval placed on them by the Planning Commission.

Issues

Planning staff has been receiving reports of issues related to short-term rentals outside of the regular citizen complaint format. These include:

1. Short-term rentals are taking away long-term (over 31-days) rental housing;
2. Short-term rentals should be allowed in multi-family zones;
3. Short term rentals should be allowed in RVs, tents, yurts etc;
4. There should not be any non-hosted short-term rentals;
5. People are buying up property just for short-term rentals;
6. I do not want Short-term rentals in my neighborhood, these come specifically from west Bishop (McLaren and Sunrise) and the Alabama Hills; and,
7. I do not like/trust my neighbor who has one.

Issues examined

1. Planning staff conducted a survey of people who have obtained short-term rental permits. This survey included a question addressing use as a long-term rental prior to getting the short-term rental permit. Eleven of the twenty-four people surveyed indicated that they had used the property for long-term rental at some point in time, including month to month rentals (associated with traveling nurses, teachers and DWP employees). The County has a variety of factors that affect available housing including: high vacancy rates (attached table of County vacancy rates 2010 Census); very little private land; difficulties in providing infrastructure and services and State regulations limiting subdivisions. These are likely more critical factors in the County's housing issues than short-term rentals. It may be wise for the County to look into changing regulations, and policies and identifying programs to provide for more affordable housing.
2. Some jurisdictions do allow for short-term rentals in their multi-family zones. They are the minority, however, and most are highly urbanized areas where multi-family housing is more prevalent. More commonly, jurisdictions, including Inyo County, do not allow for short-term rentals in the multi-family zones as traditionally most 'affordable' housing is provided for in them. For example, the County's R2 zone allows for two single family homes, either attached (duplex) or not attached (standalone dwelling). If an owner can show that all of the setback

requirements of the district can be met, they can also have an accessory dwelling unit (1,200-sq.ft or less). In the R3 zone everything that is allowed for in the R1s and R2s is also allowed and additionally multi-family units (up to 15 depending on the General Plan designation, without a Conditional Use Permit). The R1 districts (R1, RR, RR Starlite, RMH and Open Space) allow for one single-family dwelling and one accessory dwelling unit.

3. The County code only allows for people to stay in trailers while they have an active building permit and on the same property as the permit is for. Tents, trailers and RVs are not considered dwelling units for permanent habitation and neither is a yurt unless it is engineered and built to the same safety and structural standards as a single family home and at this point it is no longer a yurt in the traditional sense.
4. Non-hosted short term rentals were expressed as very desirable by the attending public, during the outreach meetings, when the process for regulating short term rentals started. Staff is concerned that eliminating the non-hosted permit and accompanying regulations will not necessarily eliminate them as a use in the County and this action could result in more non regulated non-hosted short-term rentals. This, in turn, would cause more zoning violations that are inherently difficult to process. Currently, there are 29 hosted and 16 non-hosted permits that have been approved. Thirteen of the hosted permits were obtained strictly to get a non-hosted permit and 16 are being used to operate just a hosted short-rental. All together there are 32 unique properties permitted for short-term rentals and 3 owners obtained both of the permit types to operate both a hosted and a non-hosted rental.
5. Staff has not been able to verify rumors that people are buying up property just for short-term rentals. There have been inquiries to the Planning Department about purchasing multiple properties for short-term rentals and these people have been told that we have a 2 short-term rental per owner limit and owner means at least 20% interest in the property in our regulations.
6. The County chose not to include limiting overlays or language, on a neighborhood by neighborhood basis, when crafting the short-term rental regulations. This was due to the evident interest in having the availability for the permits throughout the County and the fact that there were already short-term rentals operating throughout the County and in the same neighborhoods where a bulk of the complaints are coming from. A large part of impetuous for creating the regulations was to force non-compliant short-term rentals into getting permits and regulating them per the neighborhood values expressed during the public workshops.
7. The County simply cannot regulate neighborhood relationships.

NEXT STEPS:

Staff will take the direction from the Board to update the Short Term Rental Ordinance; continue to monitor it; or a combination of both. There are several quick fixes to the Ordinance that can be implemented to reduce some of the confusion in the permitting process and relax some of the fears surrounding this use (attached). These include:

- 18.73.010 (f) – add Bed and Breakfast to the end of the last sentence.

Bed and Breakfast, per the County's zoning code relates to commercial property and there has been some confusion regarding how the commercial bed and breakfasts are taxed versus the short-term rental of residential properties.

- 18.73.030 (d) – remove “provided that the owner also possesses a permit for a non-hosted rental”. The requirement to first obtain a hosted permit to obtain a non-hosted permit is the single most difficult element for people to understand in this ordinance. It causes much consternation during the application process as neighbors do not grasp the difference between the two and they end up befuddled. This suggestion is a work along with the next one.
- 18.73.030 (e) – change to “No more than one parcel on which short-term rentals are permitted may share a common owner”
This should help to quell the fears that speculators are buying up entire neighborhoods for the sole purpose of running short-term rentals by making only one allowed per owner. It also continues to allow for the hosted rental of a primary dwelling unit and a non-hosted rental of an accessory dwelling unit e.g. ‘Granny Unit’ located on the same property. It will not, however, allow for a hosted rental on one property and a non-hosted on another.
- 18.73.040 (9) add “deposit for the cost of the County mailing notices of applications received for hosted and non-hosted permits and for permits granted for both hosted and non-hosted to property owners and neighbors within three-hundred-feet (300’) of the subject property”.
This works with the next suggestion to add a notice for hosted permit applications from the County along with the applicant going door to door.
- 18.73.040 (10)(i) - change the word agreement to acknowledgement.
The word agreement has caused some confusion and built in tension for the applicant and the neighbors who are being asked to sign it. It may help to relax some of this apprehension by removing the term ‘agreement’. This way people are less likely to try to force an agreement from their neighbors and the neighbors do not feel pressured agree to something they either do not like or understand. This will help to clarify that applicants are not asking for permission, but rather an acknowledgement that they spoke to the neighbors about their plans and information has been provided indicating where they can submit concerns.

Additional Ideas

- Limit the number of short-term rentals by permit zones and/or do not allow for short-term rentals in specific neighborhoods similar to cannabis business licenses.
This could be implemented, but it would be best if a short-term rental business license is required along with it - like cannabis. A Conditional Use Permit runs with the land and the enforcement of the regulations that are tied to Conditional Use Permits are also tied to Title 22 (Code Enforcement). An infraction to a specific conditional of approval would be necessary to revoke a Conditional Use Permit outside of the Title 22 process. There is more latitude in a quick revocation of a business license than a Conditional Use Permit. If this idea is moved forward, additional public outreach should be conducted with the neighborhoods with specific people expressing that this would be best for their neighborhood to not allow for short-term rentals to ensure that it is an accurate characterization of the entire

neighborhood. Neighborhood/permit zones would also need to be defined and the area definitions should include a public process.

- Neighborhoods that are against short-term rentals can develop Conditions, Covenants and Restrictions (CC&Rs) that expressly prohibit them.
This is a good option for neighborhood associations that incorporate small geographic areas. CC&Rs are imposed in addition to County regulations and the County does not enforce them. CC&Rs would allow more authority to a neighborhood association to restrict uses that are otherwise outright or conditionally allowed by zoning designations within their area of influence.
- Annual short-term rental permit renewals.
This would also make more sense with a license than a Conditional Use Permit due to them running with the land. Each could be conditioned with an annual review, but a revocation would still be tied to either an infraction to a specific conditional of approval or the Title 22 process.
- Do not allow for non-hosted short-term rentals at all.
This can also be implemented, but should have additional public outreach conducted as based on the comments collected for this use prior to the Ordinance adoption, there was quite a bit of expressed interest from the public in allowing for it. The Planning Commission also recommend that the County, if it decides to eliminate non-hosted short-term rentals, should continue to allow for them if they will be conducted in an accessory dwelling unit on the same property where the owner will be on the property and in the primary dwelling unit during the time of the rental.

OTHER AGENCY INVOLVEMENT: Inyo County Tax Collector Treasurer, Inyo County Assessor, Inyo County Environmental Health and Public Works Departments and the County Sheriff.

FINANCING: General fund resources are utilized to review and update the County's Zoning Code.

APPROVALS

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

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 5/20/19

ATTACHMENTS

- Summary of public comments by public outreach venue
- Table of vacancy rates
- Recommended changes to Short Term Rental of Residential Property (in strike out and underline)

**Inyo County Short Term Vacation Rental
Public Outreach Workshop
Northern Inyo Hospital District Board Room
July 6, 2017, 6:00 p.m., Bishop**

Summary of Public Comments

Note on Form: Comments in Black were from the Public. Notes in Red were responses or other comments by County Staff

- Do we have the means to enforce the current prohibition?
It is a relatively slow process, but it can eventually go to the District Attorney. But that takes time.
- Am I understanding correctly that the current policy is no complaint, then no enforcement?
That is correct.
- A duplex pays more in taxes. Would the short term vacation rental also?
With current codes, they would pay more for property tax, but there is no mechanism for TOT until we allow short term vacation rentals.
- Do current operators have to get a business license?
Inyo County does not currently have a business license.
- CC&R's can ban even if we allow. But they are not enforced by the County. They are enforced by civil legal actions brought about by the HOA.
- Find a way to allow short term vacation rentals.
- At bed & breakfasts in England the owner seems to always be present. This seems to work well.
- County should allow but regulate to take advantage of this expanding market. Families are looking for short term vacation rentals. It seems like the issues can be regulated and the additional revenue is of benefit.
- Must be done in such a way as to be respectful to neighbors. But it is good to have this as a possibility.
- The County and the City are remiss in considering this. This will bring strangers around kids. It was not respectful people in Aspendell that triggered this issue in 2006. Not all tourists are respectful.
- There needs to be a way that laws can be enforced quickly, or this isn't going to work.
- We do not know the backgrounds of vacation renters. Just opens up problems. I'm totally against.

- I have been to many hospitality/tourism conferences, like "Visit California". Short term vacation rental market needs to be responsible to hotel community and collect TOT like they do. One solution is to regulate the max days or 2 renters max per room. But guests want this. I have a 6 year old and have rented short term vacation rentals and it has worked well.
- I am concerned about parking impacts.
- There are some tools through the rental sites (like AirBnB) to vet, but there are also horror stories out there. In Bishop, might work in mixed use areas, but I would say to avoid areas that are all single family residential.
- This might be more appropriate in the poorer parts of the County.
- I am a retired hotel guy. I used to think it was competition. But it seems to create synergy, and generally improve the entire transient market. I have changed my mind and believe we should allow. It does need to meet some minimum standards.
- All problems that can happen in a short term vacation rental can also happen in a hotel or a residential neighborhood.
- We should follow examples that are already out there.
- There is a housing shortage. It would be bad to have speculators buy up housing. Maybe limit to primary owners.
- How do we separate the good from the bad? Is there a commonality to the complaints we've received?
(to the second question). Not really, they are very diverse, both in location and type of complaint.
- I have a neighbor doing this and I've never had a problem.
- Hotels could be hurt. How do we prevent that. However we do that, it should be by regulation, not by prohibition.
- What are other jurisdictions doing? Are you OK if it is literally next door?
- AirBnB is taking away from long term rentals in Mammoth. Saw an ad down here for a rental of 3 rooms, but not sure if it was long or short term.
- How do we regulate animals that people bring? Also granny units seem like a good opportunity. They need to be properly permitted. And when staying in a short term vacation rental, are they negatively affecting the neighbor? Does it negatively affect property values? In our neighborhood I'm concerned with serenity and security. There are 5 widows that live on the street. Insurance is a real issue. 90-95% of home policies do not allow for short term vacation rental. AirBnB has a supplemental policy, but it is untested.

- It needs to be done in such a way as to be fair to motel/hotel owners. I am not against but it needs to be regulated and fair. The biggest problem out there now are in the communities that have not regulated.
- Have there been problems with repeat offenders. **Not that we know of.** Maybe the operator has to have some sort of deposit on file with the County.
- Address all the comments you have up there. There needs to be a strong deterrent system for people who don't comply with the regulations. Penalties or fines.
- Flag lots or lots that gain their access via easements are an issue with increased traffic. Also there should be a safety check of the unit before allowing rental.
- How do we know how to contact property management?
It will probably be posted on a sign.
- Specify that trailers and tents won't be allowed. Also adding units (vacation or otherwise) can overwhelm utilities, and that should be looked at when permitting.
- Will operators have to have a permit of some sort?
Probably
- I agree with the items you have listed and have a few more. Perhaps max days that can be rented per year. Also, keep in mind that our solution may not look like the solutions for any other communities. And it would be good if we could dedicate this TOT to a purpose.
- If R-1, maybe limit to 1 room and two people
- Mule Days started as a way of filling hotels. That was successful, but we don't want to undermine.
- Limiting the number of days a person can rent does not seem necessary.
- Could we limit to multi-family residential zones.
Might be difficult, only because there is not much in the County.
- Are there many high end short term vacation rentals.
Yes, there is currently a house on the market for over \$800,000 that advertises it got \$92k per year in short term vacation rental rent.
- The hosts/operators like meeting the guests.
- There have been problems at the high end house for sale mentioned earlier.
- The hosts might have a good experience....is that also true of the neighbors?
- High end neighborhoods do not necessarily mean high end renters.
- Selective zoning in the past in the County. This might be an existing zoning problem too.

- We need to think about how we would permit and inspect.
- Many people don't complain because they don't know that they can complain and don't know where to complain to.
- You need to talk to the sheriff and get their input on how much of an issue there is and how to enforce.
- Time frame for implementation?
Ideally the end of the year.
- Maybe a quota system. Allow a set number of short term vacation rentals either in a community or the whole County.
- All these problems can occur aside from short term vacation rentals. Are they any worse than other residential users?
- Involve law enforcement in the planning process.
- Could a neighborhood opt out if they did not want to allow?
- Would the process to get the permit involve notifying neighbors? Could the neighbors veto a project.
Yes, neighbors would be notified. And they would be a very strong factor in consideration (though not strictly a veto).
- Permit without having to do CEQA, which is too onerous. But definitely require safety inspections when permitting.

**Inyo County Short Term Vacation Rental
Public Outreach Workshop
American Legion Hall
June 29, 2017, 6:00 p.m., Independence**

Summary of Public Comments

Note on Form: Comments in Black were from the Public. Notes in Red were responses or other comments by County Staff

- Short term vacation rentals should be allowed. Collect TOT. Parking needs to be required in such a way as to not affect the neighbors.
- I have mixed feelings about short term vacation rentals. There is one 15 feet from my house. No noise problems, but there is a high turnover of people and so I don't ever know the people next door. Did not know it was a short term vacation rental when I purchased the home.
- A problem is the availability of housing if short term vacation rentals are allowed.
- My neighbors were bad neighbors, so I purchased the home next to me to do short term vacation rentals and have control of who was in that house. I see the pros and cons of both sides. I am willing to pay the taxes but not willing to be fined for a zoning violation.
- What is the cost of a Conditional Use Permit?
Initial deposit of approximately \$1,500. But could be a bit more or less depending on how complicated.
- 2 people expressed that they are for short term vacation rentals.
- Las Vegas just passed an ordinance on short term vacation rentals. You need to post something visible to let people know it is a short term vacation rental. There is a problem when there is a lack of accountability. And how do these affect property values and requirements at sale of the property.
- Can these houses be categorized as short term vacation rentals (so that the use carries over at sale)?
- Short term vacation rentals must be TOT
- Bed and Breakfasts should be restricted to commercial zones.
- There needs to be a cap on the number of people allowed. Maybe the pillows on the beds or permanent set up sleep spaces.
- Requirements for insurance are not currently enforced. Requiring insurance needs to be enforced and it needs to be comparable to the requirements for hotels.
- Parking as a problem varies with availability

- Short term vacation rentals may cause issues with traffic.
- There needs to be signage with a phone number on who to contact with problems.
- A short term vacation rental needs to have adequate lighting so that the address is clearly visible.
- Signs can be removed. So this takes us back to an on site manager.
- Require some sort of business license.
- A property manager should be available 24 hours a day.
- Require the posting of rules and regulations (hours for noise).
- The new allowance of cannabis might cause more issues with fire.
- Unenforced rules are a problem
- Do not over regulate.
- Educate tenants so they respect the neighbors and neighborhood.
- The fire marshal needs to be involved and fire regulations need to be a high priority.
- It might be a choice between vacation homes and vacant homes. Both have their pros and cons. But a bunch of vacant homes results in a dying town. Short term vacation rentals bring in income.

**Inyo County Short Term Vacation Rental
Public Outreach Workshop
Tecopa Community Center
June 28, 2017, 6:00 p.m., Tecopa**

Summary of Public Comments

Note on Form: Comments in Black were from the Public. Notes in Red were responses or other comments by County Staff

- I have spent time in Joshua Tree, where they have embraced short term vacation rentals and it has really expanded the tourism industry there. This would be really good for the gateway communities to Death Valley. But it does need to be regulated.
- What is the difference between RR and R1?
It is rural residential vs. single family residential (a more urban/suburban residential). The main difference is density. But for this conversation, there is little difference (both currently don't allow short term vacation rentals, and if we allowed, both probably would).
- Can someone stay in and RV?
No. Not allowed in our current code and not considering allowing as part of any short term vacation rental.
- I'm glad that this issue has come up. I'm ill at ease with being outside of the code.
- I have enjoyed operating a short term vacation rental. But I want to pay my fair share of the TOT.
- Currently you can rent accessory dwelling units or houses to long term renters, correct?
30+ day is long term and is allowed. 30 days or less is short term and is not allowed.
- I have feelings both ways. Is there a way that the funds can go back into this community?
- Las Vegas just passed an ordinance on short term vacation rentals. You need permission from neighbors. There is a permit fee that is primarily just a recording fee. Also keep in mind that noise can really travel here in the desert, so that neighbor half a mile away, but with nothing between the two of you can still be heard.
- The anonymous complaint system is really problematic, unfair and arbitrary.
- Noise can be regulated so that it is not a problem.
- Santa Monica regulation forces short term vacation rentals to bring in TOT at the same rate as hotels/motels.
- If there is a problem, who do we notify? We need it clear who we get a hold of to deal with a problem immediately.

- Sound really travels in the desert. You can hear peoples footsteps on the sand a long ways off. And vehicles on the highway even further.
- We should encourage business here and keep the money here.
- AirBnB published an article on how they are revitalizing rural communities. While they definitely are biased, it had good points.
- We have good neighbors here, and we generally should be able to work out anything with our neighbors.
- What is the time frame?
Lots of variables, but we are hopeful for around the end of the year.
- Is it possible to get some sort of CUP before all the regulation is worked out?
Probably not. The regulation is the process to allow for the CUP.
- There needs to be permission from neighbors and a curfew.
- Do not create a process that gives too much power to complaining neighbors.
- What I care about the most is how we keep money in this community.
- Can there be a difference between a room in the house and the whole house in how it is regulated?
- We need to think about how this affects housing.
- Could we have less regulation for the rental of rooms in houses?
- We should have a special district for Tecopa with less restrictions and keep more of the money in Tecopa for a pool.
- Would we sneak something into the law that had nothing to do with vacation rentals?
No, it doesn't really work like that at the County level. That's just sort of a national and state thing.
- Requiring an onsite manager would control speculative purchases of houses for short term vacation rentals.
- Can we look at other jurisdictions for examples. Does the state provide any sort of model code?
While we can look to other jurisdictions for examples, we still want to make sure what we do matches what comes out of this public outreach. The State largely leaves this up to local jurisdictions.
- I am a motel owner. I am good with this as it's a good economic opportunity and it seems that anything that improves the economy helps us all.

**Inyo County Short Term Vacation Rental
Public Outreach Workshop
Town Hall
June 26, 2017, 6:00 p.m., Big Pine**

Summary of Public Comments

Note on Form: Comments in Black were from the Public. Notes in Red were responses or other comments by County Staff

- In 2006, the supervisors did not research the codes to come to their decision. They did not anticipate where vacation rentals would be today.
- A house should be used as a house (not a business, like a vacation rental)
- There is a lot of appeal of short term vacation rentals to Europeans. There is business that comes here that simply will go elsewhere if this type of option is not available.
- The County ordinance is outdated. It was not decided with a lot of foresight. There is now a world-wide network of these vacation rentals. We can choose to participate or not, but it is happening whether we participate or not.
- For a homeowner/neighbor, it seems like there can be lots of issues. But it also seems like these issues can be addressed through regulation.
- Europeans and other travelers may not understand local regulations and customs. We lose the ability to know our neighbors when a house becomes a short term vacation rental.
- Can we limit the days per year for a short term vacation rental? That is a possibility and we have heard of some jurisdictions doing that. I like the idea of a property manager on call or an owner on site.
- You can have neighbor problems for owners or long term renters. Neighbor problems are not unique to short term vacation rentals.
- This definitely should be regulated.
- This has been going on for a long time. It predates the 2006 issue by at least 20 years. That only became an issue because someone in Aspendell got up in arms in 2005.
- There can be nuisance issues even without short term vacation rentals.
- It probably makes sense for property managers to have to meet some sort of criteria. Perhaps licensed real estate agents make sense as property managers.
- Can there be a minor "conditional use" permit, that is less intensive and costs less for short term vacation rentals. Or if not for all short term vacation rentals, can there be for at least renting a room in a house?

- I don't agree with this commercial enterprise being in residential zones.
- If allowed, it needs to be treated like a business. Should have similar taxes, insurance requirements, etc. to a motel.
- This is a good opportunity for someone with a home but that has income problems.
- Regulation may give a framework for setting the rules to allow short term vacation rentals.
- It seems like a full blown conditional use permit is excessive and will put this out of reach of some potential short term vacation rental operators.
- If the process is too onerous, then it will still be done illegally.
- Having a long term rental is also a valuable option in our underserved long term rental market.
- Perhaps we could allow without a CUP, but then if they do not follow the rules they would have to pay a fine or go through the CUP process.
- The CUP process would allow for neighbor input and buy in and decrease the chance of neighbors feeling totally out of control and mad.
- We need to just strengthen regular nuisance laws.
- The operator needs to be educated so they in turn can educate tenants.
- Can we work with and learn from other jurisdictions?
We can and we will. But that said, we also feel like it is important to base what we do on what we get in the way of local feedback and not just take some other jurisdictions code that may not match.
- Renting a room in a house vs. the whole house inherently allows the operator to have more control over the tenants.
- Whole house rental can rejuvenate neglected second homes and make them productive instead of vacant.
- Can we start simple (rooms in houses) and then expand to whole houses later if the first phase is successful?
- Parking has always been a serious issue and needs to be accounted for. Trash also can be a serious issue.
- AirBnB will collect the taxes.
Alisha – possibly, but not necessarily. They have been much more willing to do this for large jurisdictions, less so with small rural jurisdictions, though they seem to be more willing to work with smaller jurisdictions as time passes.

- If we allow whole house short term vacation rentals, we need to require a property manager that is contactable.
- Some communities have set up a vendor contact point. This is a private business that acts as a liaison between the County and the short term vacation rental operators. Often they may be assisting in permits, providing property management services and even possibly.
- We can overregulate....don't.
- Having business licenses as a means of tracking this makes sense.

**Inyo County Short Term Vacation Rental
Public Outreach Workshop
Statham Hall
June 19, 2017, 6:00 p.m., Lone Pine**

Summary of Public Comments

Note on Form: Comments in Black were from the Public. Notes in Red were responses or other comments by County Staff

- Does this sort of regulation apply to the De La Cour Ranch?
Probably not, as that is most likely on a commercial property and designated as a resort. While it may advertise on Air BnB, it is not on a residentially zoned piece of land, so is not what we are talking about tonight.
- Does this sort of regulation apply to USFS cabins?
USFS regulates their lands. Someone from the audience shared that some USFS leases cannot do short term rentals, while others are limited to 30 days per year max.
- Based on current law, can I do a short term rental on a large rural residential property?
If it is zoned residential, not commercial, then no. It is not a size of lot issue, it is what is permitted by the zoning.
- Can you rent to someone long term?
30 days or less is short term vacation rental and is not currently allowed. 31 day or more is long term rental and is allowed.
- I am OK with short term vacation rentals as long as they are taxed and regulated.
Two additional people said that they agreed with this statement.
- Not sure if this is OK in the Alabama hills where I live. I am concerned that short term renters increase the chance of fire and am concerned about fire service to the Alabama Hills area.
- I have a neighbor doing short term vacation rentals. It's OK, I guess, tenants have never been unruly. But I don't like the flow of unknown people, and people have wandered on to my property or have parked in places other than on the property with the short term vacation rental. It makes me feel like I need to be on guard. I also can't reach the owner of that property. I guess I'm OK with short term vacation rentals if the operators are considerate.
- If allowed, there needs to be a public process for approval.
- This is happening anyways. It is better if we can regulate and tax.
- We should evaluate and then allow with incorporated nuisance regulation. The current state of not allowed because it is not stated in the code is a bit of an issue with me. It

needs to be more explicit if not allowed. We need a way to allow on a case by case basis.

- Conditional use permits allow for more flexibility.
- We should look at renting a room in a house differently from renting a whole house.
- Could we impose a limit on the amount of days per year someone can rent?
- In some cities, there are AirBnB managers, who take care of a group of rentals. They tend to be very conscientious, because they want the good reviews.
- Short term vacation rentals can take away from affordable housing.
- Short term vacation rentals can supplement a limited motel room base.
- Short term vacation rentals can drive up rent
- There is a lack of affordable housing in Inyo County.
- What would the people who want this to happen be willing to accept as regulation?
- There should not be commercial type signs in residential areas. Can we regulate signs?
- This list seems reasonable, but regulating the number of days someone can rent does not seem reasonable.
- How would we be able to regulate the number of trips to a particular short term vacation rental?
- We need a faster way to address violations than the current Zoning Violation system.
- If you have a bad regular renter, then maybe you can encourage the owner to go short term vacation rental.
- I don't like a system that is like neighborhood watch and ends up pitting neighbor against neighbor.
- Could we possibly institute a quota, kind of like liquor licenses.
- There is trouble finding local housekeeping. This might make that worse.
- There are programs with cabins and similar where the renter has to do the cleaning.
- If you can't get insurance, does that mean you can't do short term vacation rentals? If we do end up with an insurance requirement, it could possibly keep some from being able to do this.
- We should encourage local rental agencies.
- This is common for the younger generation. We don't want to miss out on that potential market.

- Do we really need this to add to our transient occupancy base?
- Short term vacation rentals attract a different demographic. Families from Europe and the East Coast like short term vacation rentals, sometime more than motels.
- This can provide housing for transient workers.
- Is there some way of letting the tenants sign off on liability for a place that cannot get insurance?
- Allow but regulate....and don't allow rental of tents.
- It might be possible to create neighborhood associations to help regulate (instead of neighbor complaining against neighbor situation).
- This could decrease the number of unused homes possibly.
- Quick strawpoll vote. All votes for, none against.....several people did not vote.

California				Inyo County								
Occupancy Status	Total Housing Units	Margin of Error	Percent Occupied/Vacant	Total Housing Units	Margin of Error	Percent Occupied/Vacant						
Total:	13,268,682	+/-1,677		9,131	+/-25							
Occupied	12,187,191	+/-20,589	91.8	7,801	+/-211	85.4						
Vacant	1,081,491	+/-19,348	8.2	1,330	+/-213	14.6						
Big Pine CDP				Bishop city			Cartago CDP			Darwin CDP		
Occupancy Status	Total Housing Units	Margin of Error	Percent Occupied/Vacant	Total Housing Units	Margin of Error	Percent Occupied/Vacant	Total Housing Units	Margin of Error	Percent Occupied/Vacant	Total Housing Units	Margin of Error	Percent Occupied/Vacant
Total:	730	+/-81		1,872	+/-174		44	+/-31		31	+/-20	
Occupied	614	+/-86	84.1	1,667	+/-147	89.0	44	+/-31	100.0	21	+/-10	67.7
Vacant	116	+/-61	15.9	205	+/-114	11.0	0	+/-132	0.0	10	+/-17	32.3
Dixon Lane-Meadow Creek CDP				Furnace Creek CDP			Independence CDP			Keeler CDP		
Occupancy Status	Total Housing Units	Margin of Error	Percent Occupied/Vacant	Total Housing Units	Margin of Error	Percent Occupied/Vacant	Total Housing Units	Margin of Error	Percent Occupied/Vacant	Total Housing Units	Margin of Error	Percent Occupied/Vacant
Total:	1,155	+/-66		56	+/-29		330	+/-60		42	+/-24	
Occupied	1,041	+/-79	90.1	56	+/-29	100.0	231	+/-45	70.0	32	+/-20	76.2
Vacant	114	+/-81	9.9	0	+/-132	0.0	99	+/-41	30.0	10	+/-16	23.8
Lone Pine CDP				Mesa CDP			Olancho CDP			Pearsonville CDP		
Occupancy Status	Total Housing Units	Margin of Error	Percent Occupied/Vacant	Total Housing Units	Margin of Error	Percent Occupied/Vacant	Total Housing Units	Margin of Error	Percent Occupied/Vacant	Total Housing Units	Margin of Error	Percent Occupied/Vacant
Total:	937	+/-97		145	+/-38		28	+/-23		18	+/-15	
Occupied	768	+/-107	82.0	126	+/-35	86.9	19	+/-17	67.9	8	+/-11	44.4
Vacant	169	+/-83	18.0	19	+/-22	13.1	9	+/-14	32.1	10	+/-16	55.6

ATTACHMENT 2

“Chapter 18.73**SHORT-TERM RENTAL OF RESIDENTIAL PROPERTY**

- 18.73.010. Definitions.**
- 18.73.020. Short-term rentals prohibited.**
- 18.73.030. Short-term rentals – General requirements.**
- 18.73.040. Permit Application.**
- 18.73.050. Hosted Rental Permit Review Process.**
- 18.73.060. Non-Hosted Rental Permit Review Process.**
- 18.73.070. Permit Modification and Revocation.**
- 18.73.080. Enforcement.**

18.73.010 - Definitions.

For purposes of this chapter, the following definitions apply:

- a. “Guestroom” means any bedroom or other separate area of a dwelling unit utilized as a sleeping area for short-term renters.
- b. “Hosted rental” means a short-term rental of a room(s) within a dwelling that is occupied by the owner during the duration of the the transient renter(s) stay.
- c. “Manager” means the owner or owner’s agent who provides oversight for non-hosted short-term rental activities and is available twenty-four (24) hours per day, seven (7) days per week, during all times that the property is rented as a non-hosted short-term rental to respond to and handle complaints.
- d. “Non-Hosted rental” means a short-term rental of an entire dwelling unit where the Owner of the dwelling unit does not concurrently occupy the dwelling unit with the transient lodger.
- e. "Owner" shall mean a record owner of the property who is responsible for submitting the application for approval and conducting hosted and non-hosted short-term rental activities pursuant to this chapter. "Owner" shall further include any person or entity with any direct or indirect aggregate ownership interest of 20-percent or more in the subject property, unless the interest is solely a security, lien, or encumbrance.
- f. “Short-term rental” means to provide transient lodging in a dwelling unit, for compensation, for a period of thirty consecutive calendar days or less. “Short-term Rental” does not include transient lodging in county-approved hotels, ~~and~~ motels and bed and breakfasts.

18.73.020. Short-term rentals prohibited.

The short-term rental of residential property is a prohibited use in every zoning district in the County, with the exception of those permitted pursuant to this chapter.

18.73.030. Short-term rentals – General requirements.

Short-term rentals may be permitted on properties zoned Open Space (OS); Rural Residential (RR); Rural Residential Starlite; One-Family Residential (R1); and, Single Residence Mobile Home Combined (RMH), subject to the following requirements and limitations:

- a. No person shall undertake, maintain, authorize, aide, facilitate, or advertise any short-term rental activity that does not comply with the provisions of this Code.
- b. Each short-term rental shall have a Host or Manager readily available to handle any questions or complaints during all short-term rental activities. Any change to the contact information for the Manager of a non-hosted short-term rental shall immediately be provided in writing to the Inyo County Planning Department, to neighboring properties with 300-feet of the short-term vacation rental, and on any postings required by this chapter.
- c. Only one hosted rental per parcel may be permitted.
- d. Only one non-hosted rental per parcel may be permitted. ~~provided that the owner also possesses a permit for a hosted rental.~~
- e. No more than ~~two~~ one parcel on which short-term rentals are permitted may share a common owner.
- f. No more than five (5) guestrooms per dwelling unit may be permitted for short-term rental activity.
- g. Issuance of a hosted and/or non-hosted short-term rental permit, pursuant to this chapter, is separately required for each dwelling unit in which a short-term rental will occur.
- h. Short-term rentals shall not be permitted in dwelling units that are not compliant with applicable building and safety and/or Environmental Health requirements, or in non-habitable structures, tents, RVs, treehouses, yurts, or other provisions or structures not intended for primary occupancy.
- i. Only two (2) renters are allowed per guestroom. This number does not include children three (3) years and under.
- j. A maximum of one vehicle per guestroom shall be allowed, and the owner shall provide off-street parking for all such allowed vehicles, that the renter(s) shall utilize. The owner shall ensure that the parking limitations are included in short-term rental agreements and in all related advertisements.
- k. Outdoor amplified sound is prohibited.
- l. Quiet hours shall be from 9:00 p.m. to 7:00 a.m. The host shall ensure that the quiet hours are included in rental agreements and in all advertisements.
- m. Pets, if allowed by owner, shall be secured on the property at all times. Continual barking or other nuisances created by unattended pets are prohibited.
- n. Trash bins and recycling storage containers shall be required for all permitted short-term rentals and such bins and containers shall not be stored within public view

- o. Outdoor fire areas are only permitted in compliance with applicable state and local laws and shall not be utilized by short-term renters during quiet hours.
- p. Short-term rental activity is subject to, and the owner shall comply with, Inyo County Code Chapter 3.20 – Transient Occupancy Tax. The owner shall include the transient occupancy tax registration certificate number on all short-term rental agreements, and in any related advertisements.

18.73.040. Permit Application

In order to obtain a permit authorizing short-term rentals under this chapter, the owner shall submit an application and any applicable fee for a permit to the Planning Director.

- a. The application shall include:
 - 1. Proof of ownership of the subject property;
 - 2. Name, address, and contact information of the owner;
 - 3. Name, address, and contact information of all other record owners of the subject property;
 - 4. Name, address and contact information for the owner's local emergency contact representative in the event the owner is the manager and is unable to be contacted;
 - 5. A site plan prepared on an 8.5"x11" piece of paper showing that the required off-street parking spaces are provided, and the emergency access to the dwelling unit(s).
 - 6. Proof that transient occupancy registration certificate for the subject property has been applied for and/or received;
 - 7. A copy of the rules, regulations, and information that will be posted in a prominent place within six (6) feet of the front door of the short-term rental;
 - 8. A verified list of the names and addresses of the owners of all property within three hundred feet of the exterior boundaries of the property proposed for the short-term rental as shown on the last adopted tax role of the County;
 - 9. A deposit for the cost of the County mailing notices for applications received for hosted and non-hosted permits and for permits granted to property owners and neighbors of an approved short-term rental within three hundred feet (300') of the subject property;
 - 10. For hosted rentals only:
 - i. A Planning Department issued neighborhood agreement acknowledgement form signed by each resident within 300-feet of the proposed hosted rental. If the applicant is unable to obtain the required signatures, the applicant shall provide proof of his/her reasonable attempts to gather those signatures.
- b. Incomplete applications shall be returned to the applicant with an explanation of what is required to make the application complete.

18.73.050. Hosted Rental Permit Review Process

- a. The Planning Director shall review completed applications for hosted short-term rentals. The Planning Director shall not approve the application absent a finding that the use will comply with the requirements of this Code and other applicable law. Approval of an application for a hosted rental shall be subject to the general requirements of Chapter 18.81 of this Code.
- b. As part of the hosted rental application review, the Planning Director shall consider any relevant comments received from neighboring residents and/or owners regarding the application. The Planning Director may add reasonable conditions to a hosted rental permit in order to prevent impacts of the short-term rental activities from being a nuisance to the surrounding properties, including but not limited to conditions related to specific parking requirements, noise reduction measures, garbage collection, and related property maintenance issues.
- c. The decision of the Planning Director may be appealed to the Planning Commission pursuant to Chapter 18.81 of this Code. The Planning Commission shall review the application in the manner set forth for vacation rental applications in section 18.73.090.

18.73.060. Non-Hosted Short-Term Rental Permit Review Process

- a. Upon receipt of a complete application for a non-hosted short-term rental, the Planning Director shall cause the application to be placed on a Planning Commission agenda for the review of the application as generally required by Chapter 18.81 of this Code. The Planning Director may provide a recommended action and/or any other relevant information to the Planning Commission as part of the agenda item. Approval of an application for a non-hosted short-term rental shall be subject to the general requirements of Chapter 18.81 of this Code.
- b. The decision of the Planning Commission may be appealed to the Board of Supervisors consistent with Chapter 18.81 of this Code.

18.73.070. Permit Modification and Revocation

- a. The Planning Director may revoke or modify a short-term rental permit as follows:
 1. Notice and Hearing. Notice shall be mailed to the owner at the address specified in the approval application. The notice shall specify the reason(s) for the modification or revocation and shall designate a time and place of an administrative hearing with the Planning Director no sooner than six and no later than thirty weekdays, excluding holidays, following the mailing date of the notice. The owner shall be provided the opportunity to present written and oral evidence at the hearing. Failure to appear at the hearing shall constitute a waiver of any objections to the proposed modification or revocation.

- i. Following the hearing, the Planning Director may revoke or modify the approval upon making one or more of the following findings:
 - a. The approval was obtained by fraud;
 - b. The short-term rental activity has been or is being conducted in violation of this chapter or other applicable law;
 - c. The conditions of approval have been or are being violated;
 - d. The short-term rental activity constitutes a public nuisance.
2. Notice of decision. A written notice of the Planning Director's decision shall be prepared and mailed to the owner at the address specified in the application for approval. The notice shall contain a statement directing the owner to immediately cease using the property for short-term rentals, and that failure to cease such use may be subject to further legal action and/or enforcement proceedings.
- b. Appeal. The decision of the Planning Director to modify or revoke a short-term rental application may be appealed to the Board of Supervisors consistent with Chapter 18.81 of this Code.

18.73.080. Enforcement

- a. Initial complaints. Initial complaints regarding short-term rental activity on a parcel permitted pursuant to this chapter will generally be directed to the owner or manager identified in the short-term rental permit. The owner of hosted or, the manager of non-hosted short-term rentals shall be responsible for contacting the tenant to correct the problem within ninety (90) minutes, or within forty-five (45) minutes if during quiet hours, including visiting the site if necessary, to ensure that the issue has been corrected. The owner of hosted, or the manager of non-hosted short-term rentals, shall report any such complaints, and their resolutions or attempted resolutions, to the Inyo County Planning Department within twenty-four (24) hours of the occurrence. Failure to respond to complaints or report them to the Planning Department within twenty-four (24) hours of the occurrence shall be considered a violation of this section, and may constitute cause for revocation or modification of the short-term rental permit. Occupants of surrounding properties shall be apprised of this complaint procedure.
- b. The County may enforce the provisions of this Chapter in accordance with Chapter 22 of this Code.”

SECTION TWO: Environmental Determination. The project was reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA guidelines, and the County's environmental procedures, and is found to be exempt pursuant to Section 15061(b)(3) (general rule) of the CEQA Guidelines, in that the County finds that it can be seen with certainty that there is no possibility that the passage of this ordinance amending the County Code will have a significant effect on the environment.

SECTION THREE: Severability. If any provision or clause of this ordinance or the application thereof to any person or circumstances is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other provisions or clauses or applications of this ordinance which can be implemented without the invalid provision, clause or application; and to this end, the provisions of this ordinance are declared to be severable.

SECTION FOUR: This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish the ordinance in the manner prescribed by Government Code section 25124 no later than 15 days after the date of its adoption and final passage. If the Clerk fails to publish this ordinance within said 15 day-period, then the ordinance shall not take effect until 30 days after the date of publication.

DRAFT



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

21

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

FROM: Administration - Purchasing
 By Emma Bills, Assistant Purchasing Agent

FOR THE BOARD MEETING OF: May 28, 2019

SUBJECT: Sale of Surplus Equipment

DEPARTMENTAL RECOMMENDATION: Request Board: A) declare certain property surplus; B) authorize transfer thereof to other public entities and non-profit organizations, (4/5ths vote required); C) approve the public auction of County surplus equipment not claimed by those entities/organizations on June 5, 2019; and D) authorize the auction to take place at the Building and Maintenance yard located at 136 South Jackson Street, Independence. (4/5ths vote required)

SUMMARY DISCUSSION:

The County adopted the "Fixed Asset Policy" which allows for the sale by public auction of County equipment to the public every six months. The County currently has miscellaneous surplus items in storage (e.g., desks; chairs; printers; shelves; typewriters; computer equipment will all hard drives swiped clean or in most cases removed; etc.).

On Tuesday, June 4, 2019, we will offer this surplus equipment to County Departments. On Wednesday, June 5, 2019, we will offer the surplus items that remain to other public agencies per Government Code Section 25365 and to non-profit corporations per Government Code Section 25372 from 11:00 AM to 12:00 PM. We are also requesting approval to sell the remaining surplus equipment to the public on Wednesday, June 5, 2018 from 1:00 PM to 2:00 PM. per County Code Section 6.28.040, all items in surplus and slated for sale, are valued at less than \$5,000 and not subject to the requirements of County Code Section 6.28.040. Since the Auction will not occur at the courthouse door, a 4/5ths vote is required by your board to authorize the auction to take place elsewhere.

ALTERNATIVES:

Your Board could elect to forego the surplus sale of County property and continue to store the items. This is not recommended, as the current storage space for surplus items is full.

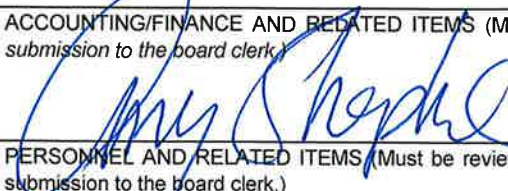
OTHER AGENCY INVOLVEMENT:

The Maintenance Department will assist in the sale.

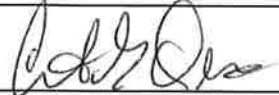
FINANCING:

None

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) N/A Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>5/16/19</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) N/A Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) 

Date: 5/20/19

(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
 22

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

FROM: Darcy Ellis, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: May 28, 2019

SUBJECT: Revising Resolution 2019-19

DEPARTMENTAL RECOMMENDATION: Request your Board, at the request of Inyo Council for the Arts, revise Resolution No. 2019-19, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California Designating Inyo Council for the Arts as the County's Partner to the California Arts Council," and authorize the Chairperson to sign.

SUMMARY DISCUSSION: On May 7, 2019, at the request of Inyo Council for the Arts (ICA), your Board approved Resolution No. 2019-19 designating ICA as the County's Partner to the California Arts Council. The California Arts Council requires the designation annually as part of a grant it awards to ICA through a State-Local Partnership Program.

Following your Board's approval of the resolution, the ICA Executive Director was notified by the California Arts Council that it's now requiring the County's resolution to include dates to indicate that the designation aligns with the lifespan of the latest program grant – June 30, 2019 through June 29, 2020.

As such, your Board is asked to approve the attached, revised version of Resolution 2019-19 with the requested dates included.

ALTERNATIVES: Your Board could choose not to revise the resolution but this is not recommended as it could hinder ICA's ability to obtain grant funding.

OTHER AGENCY INVOLVEMENT: Inyo Council for the Arts

FINANCING: N/A

APPROVALS

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

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

Date: 05/22/19

RESOLUTION NO. 2019-19

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO,
STATE OF CALIFORNIA DESIGNATING INYO COUNCIL FOR THE ARTS AS
THE COUNTY'S PARTNER TO THE CALIFORNIA ARTS COUNCIL**

Whereas, The California Arts Council and the California State Legislature have established a State-Local Partnership Program designed to encourage local cultural tourism, arts education and awareness, and to reach previously underserved constituents; and

Whereas, in Inyo County the Inyo Council for the Arts has been the organization which has been designated to administer program funds; and

Whereas, the California Arts Council has requested that Inyo Council for the Arts again be designated the County's partner to the State Council; and

Now, therefore, be it resolved, that the Inyo County Board of Supervisors designates the Inyo Council for the Arts as its partner to the California Arts Council for the period of June 30, 2019 through June 29, 2020.

Passed and Adopted by the Inyo County Board of Supervisors this 28th day of May, 2019 by the following vote of the Board of Supervisors:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson, Inyo County Board of Supervisors

Attest: Clint Quilter
Clerk of the Board

By: _____
Darcy Ellis, Assistant



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: Clint Quilter, County Administrator
BY: Darcy Ellis, Assistant Clerk of the Board of Supervisors

FOR THE BOARD MEETING: May 28, 2019

SUBJECT: IMACA Request for Signature on Grant Application Form

DEPARTMENTAL RECOMMENDATION: Request Board authorize the County Administrator's signature on Attachment C to Inyo-Mono Advocates for Community Action's Grant Application for funding services and activities for homeless and at-risk of homelessness populations.

SUMMARY DISCUSSION:

IMACA is applying for Emergency Solutions Grant funding this year in order to provide emergency shelter (hotel/motel vouchers) in Inyo County. As part of the application process, IMACA must submit a Certification of Local Government Approval, and has submitted its annual request for the County Administrator's signature on the document. Historically, the County Administrator has agreed to sign the certification on behalf of the County with the approval of the Board of Supervisors and inclusion of language indemnifying the County. The County Administrator is once again seeking Board approval to sign the certification with the added language, in keeping with past practice as well as Inyo County Code which gives the Board discretionary authority over such matters.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

APPROVALS

Table with 2 columns: Approver Role and Description/Approval Status. Rows include County Counsel, Auditor/Controller, and Personnel Director, all with N/A status.

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

Handwritten signature of Clint Quilter

Date: 05/22/19

Attachment C - Emergency Shelter Certification of Local Government Approval (Private Non-Profits Only)

If the Emergency Shelter is located in a city, the Certification of Local Government Approval must be completed by the city. If the Project is located in the unincorporated area of a county, the Certification must be from the county.

I, Clint Quilter, CAO, duly Authorized to act on behalf of County of Inyo, hereby approve of the operation of the following Emergency Shelter, Hotel/Motel Vouchers, proposed by IMACA, which is/are to be located/operated in County of Inyo.

Primary Activity and the Location

You may operate your application activities from multiple sites if ALL of the following boxes are checked below:

- All activity locations are operated as a single activity by the applicant.
- All activity locations operate under the same budget.
- All activity locations operate as a single program, adhering to the same Written Standards and program or client rules.

If ALL the above boxes are checked, identify the locations: Hotel/motel vouchers issued throughout Inyo County

CERTIFICATION OF LOCAL GOVERNMENT APPROVAL

<u>Clint Quilter</u>	<u>County Administrative Officer</u>		
PRINTED NAME OF AUTHORIZED REPRESENTATIVE	TITLE	AUTHORIZED REPRESENTATIVE SIGNATURE	DATE

* Provided however let it be known, Inyo County has no legal responsibility to oversee any Operation subject to the grant and specifically disclaims any liability for the methods, means and provision of services under the grant which are under sole and exclusive control of IMACA.