

Agenda



County of Inyo Board of Supervisors

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

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

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

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

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

August 28, 2018

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LABOR NEGOTIATORS [Pursuant to Government Code §54957.6]** – Employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. Agency designated representatives: Acting County Administrative Officer Clint Quilter, Assistant County Administrator Ken Walker, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, and Assistant County Counsel John Vallejo.
3. **PUBLIC EMPLOYMENT [Pursuant to Government Code §54957]** – Title: County Administrator.
4. **PUBLIC EMPLOYMENT [Pursuant to Government Code §54957]** – Title: Deputy Water Director.
5. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS [Pursuant to Government Code §54956.8]** – Property: APN 010-490-12, Bishop, California. Agency Negotiators: Clint Quilter, Acting County Administrator, and Marshall Rudolph, County Counsel. Negotiating parties: Inyo County and Inyo County Development LLC. Under negotiations: price and terms of payment.

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

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

CONSENT AGENDA (Approval recommended by the County Administrator)

CHILD SUPPORT SERVICES

9. Request Board approve a proclamation declaring August 2018 as Child Support Awareness Month in Inyo County.

CLERK-RECORDER-REGISTRAR OF VOTERS

10. Request Board: A) approve the costs of ProDocument Solutions, Inc. (also known as ProVoteSolutions) printing the election materials for the November 6, 2018 General Election in an amount not to exceed \$30,000; and B) authorize the pre-payment of \$7,195 to ProDocumentSolutions, Inc. (estimated half of the total estimated printing cost) in order to obtain a 2% discount.

COUNTY ADMINISTRATOR

11. **Advertising County Resources** – Request Board approve the following final payments from the 2017-2018 Advertising County Resources Budget: \$3,357 to the Lone Pine Chamber of Commerce for the Images of Inyo Shoot Out Photo Contest, \$4,439 to the Lone Pine Chamber of Commerce for the Inyo County Visitor Guide, and \$3,157 to the Lone Pine Chamber of Commerce for the Death Valley Visitor Guide; \$4,261 to the Bishop Chamber of Commerce and Visitors Bureau to help host the 2018 California State High School Rodeo Finals; and \$1,875 to the Big Pine American Legion Post 457 for the 2018 Big Pine Fishing Derby.

ENVIRONMENTAL HEALTH

12. Request Board: A) declare IDEXX Laboratories, Inc. a sole-source provider of certain water laboratory supplies; and B) approve the purchase of water testing supplies from IDEXX Laboratories, Inc. by use a blanket purchase order in an amount not to exceed \$30,000 for the period of August 28, 2018 through June 30, 2019, contingent upon the Board's adoption of the Fiscal Year 2018-2019 Budget.

PUBLIC WORKS

13. Request Board: A) approve the submittal of an application for a Caltrans Highway Safety Improvement Program grant; and B) authorize the Public Works Director/Acting Public Works Director to execute the grant agreements and other documents related to the grant.
14. Request Board: A) approve a resolution titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Submittal of Applications, Accepting Allocation of Funds, and Authorizing the Execution of Grant Agreements with the California Department of Transportation for an Airport Improvement Program (AIP) Matching Grant;" and B) authorize the Public Works Director/ Acting Public Works Director to sign any documents required to apply for and accept subject funds on behalf of the County of Inyo.
15. Request Board: A) approve the grant agreement between the County of Inyo and the Federal Aviation Administration for the Lone Pine Airport Pavement Rehab Design Project, in a maximum amount of \$186,750, contingent upon review and approval of agreement by County Counsel, contingent upon appropriate signatures being obtained; and B) authorize the Public Works Director/Acting Public Works Director to sign the agreement on behalf of the County.

TREASURER-TAX COLLECTOR

16. Request Board: A) declare Bid4Assets, Inc. a sole-source provider of online public tax auctions; B) approve a contract between the County of Inyo and Bid4Assets, Inc. to provide technical expertise and services to host an online tax-defaulted land auction in an amount not to exceed \$11,500 for the period of October 1, 2018 through June 30, 2019, contingent upon the Board's adoption of the Fiscal Year 2018-2019 Budget; and C) authorize the Chairperson to sign.
17. Request Board: A) approve the contract between the County of Inyo and JetPay Payment Services, FL, LLC for the provision of countywide electronic payment services for the period of August 28, 2018 through August 27, 2021; and B) authorize the Treasurer-Tax Collector to sign the contract and all subsequent merchant agreements.

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

18. **PLANNING** – Request Board: A) receive a presentation from Inyo National Forest Supervisor Tammy Randall-Parker and Resource and Planning Staff Officer Leeann Murphy on the Final INF Forest Plan Revision and Final Environmental Impact Statement (EIS); B) receive a review by Planning staff on the

comments previously submitted by the County and how they relate to the Plan Revision and EIS; and C) provide direction to staff regarding a possible Objection Letter.

19. **HEALTH AND HUMAN SERVICES – ESAAA/IC-GOLD** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) BPAR Program Services Assistant I, II or III exists in a non-General Fund budget, as certified by the HHS Director and concurred with by the Acting County Administrator and Auditor-Controller; B) where due to the part-time nature of this position it is unlikely the vacancy could be filled by internal candidates meeting the qualifications for the position, an open recruitment would be more appropriate to ensure qualified candidates apply; and C) approve the hiring of one (1) BPAR PSA I at Range 39PT (\$11.93 - \$14.48/hr.), BPAR PSA II at Range 42PT (\$12.75 - \$15.52/hr.) or BPAR PSA III at Range 50PT (\$15.35 - \$18.63/hr.) depending on qualifications.
20. **HEALTH AND HUMAN SERVICES** – Request Board ratify and approve the contract between the County of Inyo and the Regents of the University of California, on behalf of its Davis Campus University Extension, for training services in an amount not to exceed \$118,575 for the period of July 1, 2018 through June 30, 2019, contingent upon the Board's adoption of the Fiscal Year 2018-2019 Budget, and authorize the Chairperson to sign.
21. **PUBLIC WORKS** – Request Board 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.
22. **COUNTY ADMINISTRATOR/PUBLIC WORKS** – Request Board receive an update on commercial air service in the Eastern Sierra.

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.

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

23. ***PUBLIC COMMENT***

BOARD MEMBER AND STAFF REPORTS

CORRESPONDENCE – INFORMATIONAL

24. ***Department of Alcoholic Beverage Control*** – Application for transfer of Off-Sale Beer and Wine License from Quick Fuel, LLC to R&G Fuel, Inc./Big Pine Mobil, 365 N. Main St., Big Pine, 93513.



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: Eastern Sierra Department of Child Support Services

FOR THE BOARD MEETING OF: August 28, 2018

SUBJECT: Proclamation declaring August 2018 as Child Support Awareness Month

DEPARTMENTAL RECOMMENDATION: Request Board approve a proclamation declaring August 2018 as Child Support Awareness Month in Inyo County.

SUMMARY DISCUSSION:

The month of August 2018 is being proclaimed Child Support Awareness month in jurisdictions across California. This year marks the eighteenth annual observance of Child Support Awareness Month (CSAM) in California. Locally, the Eastern Sierra Department of Child Support Services provides services to over 835 minor children in our Inyo County caseload and 251 children through Mono County, for a total of 1086 children.

By obtaining reliable and consistent child support payments, Eastern Sierra Child Support increases family self-sufficiency, reduces child poverty, and positively effects a child's educational and personal achievement. Child support professionals work day in and day out to secure child support for some of our most fragile local families. New this year, we now have a kiosk payment machine making it easier than ever for clients to come by our offices and pay their support.

Our Department is staffed by eight employees in the region and we wish to take the time to honor their commitment to children and family well-being this month. The attached proclamation recognizes the many child support professionals who make a difference in the lives of our region's children by collecting much-needed child support to provide for basic needs.

ALTERNATIVES: N/A

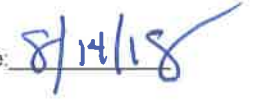
OTHER AGENCY INVOLVEMENT: N/A

FINANCING: N/A

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

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

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

Date: 

**PROCLAIMING AUGUST 2018
AS
CHILD SUPPORT AWARENESS MONTH
IN
INYO COUNTY**

WHEREAS, Eastern Sierra Department of Child Support serving Inyo and Mono Counties, actively seeks to provide Family-Centered Services through partnerships with other State and County agencies, to establish and collect consistent child support payments to families; and,

WHEREAS, While the structure of a family can change over time, the needs of children remain the same. Parents are encouraged to remain committed to helping their children grow and thrive throughout childhood by meeting their emotional and physical needs through regular child support payments.

WHEREAS, Child Support Professionals working for the Eastern Sierra Department of Child Support Services work day in and day out to improve the quality of life of children and families through timely, accurate, and responsive child support services; and,

WHEREAS, Eastern Sierra Child Support professionals manage cases impacting over 1000 children under the age of 18, and have a positive impact on the quality of life of children in Inyo & Mono Counties by collecting support and establishing child support orders; and

WHEREAS, Child Support Awareness Month recognizes the important emotional and financial parental support needed for children to create a brighter future for our children, and help them to become healthy, productive, and well-adjusted adults; and,

WHEREAS, Child Support Awareness Month in 2018 recognizes the partnership between the child support agency and local employers and beyond who facilitate timely child support payments; and

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors does hereby unanimously proclaim August 2018 as Child Support Awareness Month in Inyo County and commends this observance to all our residents.



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: Kammi Foote, Clerk-Recorder and Registrar of Voters

FOR THE BOARD MEETING OF: August 28, 2018

SUBJECT: Authorization of prepayment of half of the printing costs for the November 6, 2018 General Election

DEPARTMENTAL RECOMMENDATION:

Request your Board:

- A) Approve the printing costs of the election materials by ProDocument Solutions, Inc. (also known as ProVoteSolutions) in an amount not to exceed \$30,000.00 for the November 6, 2018 General Election.
- B) Authorize the prepayment of \$7,195.00 to ProDocumentSolutions, Inc (estimated 1/2 of the total estimated printing cost) in order to obtain a discount of 2%.

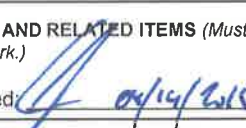

CAO RECOMMENDATION:

SUMMARY DISCUSSION: ProVoteSolutions Inc. (formerly Sequoia Voting Systems) has been the Sole-Source provider of ballot and election printing needs for Inyo County in excess of ten years. These services include printing Official Ballots, Sample Ballots, Candidate's Statements, translation services, Vote-by-Mail envelopes, Vote-by-Mail Instructions, Precinct kit materials, Election Officer Digests and all other election printing needs. Each election cycle, ProVoteSolutions offers a discount to counties on the overall estimated cost of printing election materials. In the past, Inyo County has opted to take advantage of this discount without issue. For the November 6, 2018 General Election, ProVoteSolutions has offered a 2% discount on the cost of printing election materials, contingent upon prepayment of 1/2 of the estimated total cost. To help reduce the expenses of conducting the election, the Inyo County Elections Office is once again requesting that the Board of Supervisors authorize a prepayment in order to obtain the 2% discount.

ALTERNATIVES: The Board can deny authorization and not realize the discount.

OTHER AGENCY INVOLVEMENT:

FINANCING: Funds are available in the FY 2018/2019 elections budget (011000-5316)

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved:  Date: 8/14/2018
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)  Approved: 8/14/2018 Date:
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 8/14/2018



Date:	8/1/2018
Invoice No:	61885
Terms:	Net 30
Customer PO:	
Job No:	
Salesperson:	Nancy Pillips

90 West Poplar Avenue, Porterville CA 93257

Bill To:
 Inyo County
 Attn: Kammi Foote
 P.O Drawer F
 Independence, CA 93526-0606

Ship To:

QUANTITY	DESCRIPTION	UNIT PRICE	EXT. PRICE
	GENERAL ELECTION NOVEMBER 6, 2018 Prepayment Discount Plan		\$7,195.00
	SUBTOTAL		\$7,195.00

TOTAL DUE \$7,195.00

REMIT TO:
 ProDocumentSolutions, Inc
 1760 Commerce Way
 Paso Robles, CA 93446



ProVoteSolutions
90 W. Poplar Avenue, Porterville, CA 93257

Phone 800-726-0080
Fax 800-726-0067

LETTER OF INTENT

ProVoteSolutions

COUNTY OF: INYO

DATE: August 1, 2018

ELECTION OFFICIAL: KAMMI FOOTE

PHONE: 760-878-0220

**MAILING ADDRESS: P.O. BOX F
INDEPENDENCE, CA 93526-0606**

Upon Completion please sign and fax to: 800 726 0067

We want to take advantage of the discount and understand that ProVoteSolutions needs to receive a check for 50% of the estimated printing costs before **September 1, 2018**.

We wish to decline the **2%** discount offer.

The estimated dollar amount for the costs of production and Election materials from ProVoteSolutions for the June 5, 2018 Election will be **\$ 14,389** divided by 2 = **\$7,195**. Invoice enclosed if you wish to accept. Remaining balance must be received **no later than 30 days** from the date of the final invoice in order for the full **2%** discount to be valid. (Please refer to Prepayment Plan)

Authorized Signature (*Required*)

Date

Title

Comments/Questions _____

Thank you for your confidence in ProVoteSolutions!



ProVoteSolutions
90 W. Poplar Avenue, Porterville, CA 93257

Phone 800-726-0080
Fax 800-726-0067

August 1, 2018

Description of Prepayment 2% Discount Plan November 6, 2018 General Election

ProVote**Solutions** will offer to its Election Printing customers a **2%** Prepayment Discount Plan on your overall election costs for the 2018 Primary Election.

We offer, for your consideration, a **2%** discount plan which is based on prepayment of half of your estimated printing cost for the above election. The prepayment discount will be applied to the final invoice amount. The remaining balance must be received **no later than 30 days** from the date of the final invoice in order for the full **2%** discount to be valid.

The 2018 Prepayment **2%** Discount Plan details are as follows:

1. Your Sales Representative will supply the dollar amount representing your estimated printing costs for your county.
2. A county wishing to participate in this plan shall submit payment of dollar amount issued on the invoice representing 50% of the estimated printing cost for the County.
3. Payment of invoice must be received before **September 1, 2018** in order for the **2%** discount to be applied on the County's final invoice for the 2018 Primary Election.
4. Following completion and delivery of all election materials by ProVote, an invoice will be issued in the full amount (100%) of the election printing cost. The **2%** discount will be deducted from the printing cost total; freight will not be discounted. Sales tax is based on balance due after discount amount has been applied on the election printing cost.
5. Your prepayment amount will be credited against the final "Invoice Total," which will include applicable sales tax.
6. The remaining balance must be received **no later than 30 days** from the date of the final invoice. If payment is received after the 30-day deadline, then the **2%** discount will be valid only for the amount of the prepayment.
7. Whether participating in **2%** Discount Plan or not please sign Letter of Intent for materials that will be supplied by ProVote**Solutions** and fax information to 800-726-0067

We hope you consider this discount plan. It is our intent and belief that this arrangement will be of significant value for your county. If you expect to pursue this offer, we would appreciate the early receipt of notification of your intention. Please find enclosed a "Letter of Intent" on which your sales representative has your estimated total printing cost to be supplied by ProVote. **Your signature is required.**

INQUIRES: Linda Boyington, Accounting

800 726 0080
lindab@prodocumentsolutions.com



90 West Poplar Avenue, Porterville, CA 93257
 Phone 559 719-2136
 Fax 559 719-2111

AUGUST 2018

ESTIMATE FOR PRE-PAYMENT

**BILL TO: INYO COUNTY CLERK RECORDER
 P. O. DRAWER F
 INDEPENDENCE, CA 93526-0606
 Attn: Kammi Foote**

**GENERAL ELECTION
 November 6, 2018**

OFFICIAL IMAGECAST BALLOTS				\$5,591.00
1	Machine Setup	@	\$400.00 /Lot	\$400.00
18	Digital Print / per Precinct Style	@	\$80.00 /ea BT	\$1,440.00
3,100	Printing Official Ballots -14" Ballot	@	\$310.00 /M	\$961.00
9,000	Printing VBM/Mail Ballots -14" Ballot	@	\$310.00 /M	\$2,790.00
2 SETS PREMARKED TEST DECKS				\$594.00
18	Setup: Total Ballot Types / Precincts	@	\$16.00 /ea	\$288.00
900	14" Ballot	@	\$0.34 /ea	\$306.00
INSTRUCTION SHEETS, With I VOTED STICKER				\$890.00
7,000	8-1/2 x 11, 1000, Yellow, 24# bond, folded, 6,000 White 24# bond, folded	@	\$890.00 /Lot	\$890.00
SAMPLE BALLOT BOOKLETS				\$5,909.82
JOB				
1	Election Setup-Covers	@	\$950.00 /Lot	\$950.00
4	Ballot Type Changes	@	\$100.00 /ea	\$400.00
8	Sample Ballot Page Setup	@	\$102.00 /ea	\$816.00
4	Candidate Statement Page Setup	@	\$102.00 /ea	\$408.00
Electronic Copy Input				
0	1/2 Page Candidate Statements	@	\$48.00 /ea	\$0.00
4	Full Page Candidate Statements	@	\$43.00 /ea	\$172.00
Misc. Book Charges				
3	14-VP-1114; 14-IVI-0614; 14-GOGREEN (0614)	@	\$60.00 /ea	\$180.00
Booklet Run Charges				
9,500	12 Page (6 Part)	@	\$288.90 /M	\$2,744.55
650	16 Page (8Part)	@	\$368.10 /M	\$239.27
PRECINCT SETS/SUPPLIES				\$1,404.00
15	Precinct Sets	@	\$90.00 /ea	\$1,350.00
15	E999 Precinct Supply Box	@	\$3.60 /ea	\$54.00
SUBTOTAL				\$14,388.82



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 11
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- Consent Departmental Correspondence Action Public Hearing
 Scheduled Time for Closed Session Informational

FROM: Jon Klusmire, Museum Services Administrator

FOR THE BOARD MEETING OF: August 28, 2018

SUBJECT: Final County of Inyo Community Project Sponsorship Grant Payments to the Lone Pine Chamber of Commerce, the Bishop Chamber of Commerce and Visitors Bureau, and the Big Pine American Legion Post #457 for successfully completing 2018 Community Project Sponsorship Projects

DEPARTMENTAL RECOMMENDATION: Request your Board approve final payments from the 2017-18 Advertising County Resources Budget, 011400, to the Lone Pine Chamber of Commerce for \$3,357 for the Images of Inyo Shoot Out Photo Contest (Object Code 5590); \$4,439 for the 2018 Inyo County Visitor Guide (Object Code 5585); \$3,157 for the 2018 Death Valley Visitor Guide (Object Code 5589); and to the Bishop Chamber of Commerce and Visitors Bureau for \$4,261 to help host the 2018 California High School Rodeo Finals (Object Code 5586); and a final payment of \$1,875 to the Big Pine American Legion Post #457 for the 2018 Big Pine Fishing Derby (Object Code 5524).

SUMMARY DISCUSSION: The Lone Pine Chamber of Commerce was awarded a FY 2017-18 Non-Competitive, Line Item County of Inyo Community Project Sponsorship Grant in the amount of \$6,714 to help sponsor the Images of Inyo County Photo Shoot Out Contest. After contracts were finalized, 50 percent of the grant funds were disbursed. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$3,357. The organizers also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Lone Pine Chamber of Commerce was awarded a FY 2017-18, Non-Competitive, Line Item County of Inyo Community Project Sponsorship Grant in the amount of \$8,878 to help produce and distribute the 2018 Inyo County Visitor Guide. After contracts were finalized, 50 percent of the grant funds were disbursed. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$4,439. The organizers also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Lone Pine Chamber of Commerce and the Death Valley Lone Pine Chamber of Commerce worked together to complete the FY 2017-18 Non-Competitive, Line Item County of Inyo Community Project Sponsorship Grant in the amount of \$6,314 to help sponsor the 2018 Death Valley Visitor Guide. The Death Valley Chamber provided information and other support while the Lone Pine Chamber handled the financial aspects of publishing the Guide, and thus obtained the CPSP Grant funding. After contracts were finalized, 50 percent of the grant funds were disbursed to the Lone Pine Chamber of Commerce. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$3,157. The organizers also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

The Bishop Chamber of Commerce and Visitors Bureau was awarded a FY 2017-18, Non-Competitive, Line Item County of Inyo Community Project Sponsorship Grant in the amount of \$8,522 to help host the 2018 California High School Rodeo Finals. After contracts were finalized, 50 percent of the grant funds were disbursed to the Bishop Chamber of Commerce. The Chamber has provided staff with sufficient documentation of acceptable expenses for reimbursement for a final payment of \$4,261. The organizers also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

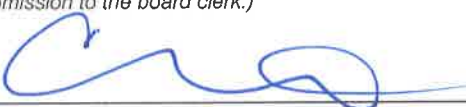
The Big Pine American Legion Post #457 was awarded a FY 2017-18 County of Inyo Community Project Sponsorship Fishing Derby Grant in the amount of \$7,500 to help sponsor the 2018 Big Pine Trout Derby. After contracts were finalized, 75 percent the grant funds were disbursed to the American Legion. The second annual Big Pine Trout Derby was held July 7, 2018, which coincided with a Free Fishing Day in California. The derby was deemed a huge success. More than 70 anglers entered and about \$2,000 in prizes were awarded. The American Legion has provided staff with sufficient documentation for the final payment of \$1,875 (Note: the revised CPSP guidelines only require a written, final report to secure the final 25 percent funding for all CPSP Fishing Derbies). The organizers also provided evidence that Inyo County was prominently mentioned as a sponsor of the event in ads and other promotional material.

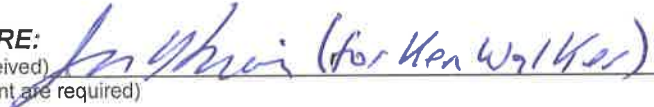
ALTERNATIVES: The Board could deny the requests.

OTHER AGENCY INVOLVEMENT: County Administrator's Office, Auditor/Controller.

FINANCING: The Community Project Sponsorship Program is part of the Advertising County Resources budget and is financed from the General Fund. Funds for these grants have been budgeted in the FY 2017-18 Advertising County Resources Budget (011400) in the various Object Codes noted in the Departmental Recommendation.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>8/15/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 8-14-18
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)



120 South Main Street • P.O. Box 749 • Lone Pine, CA 93545

Lone Pine
Chamber of Commerce

July 29, 2018

Inyo Co. Board of Supervisors
PO Box N
Independence CA 93526

Dear Supervisors,

The Lone Pine Chamber of Commerce wants to thank you for your support of the Inyo County Photo Contest.

We think the photo contest is a great way to promote Inyo County. It works two ways, people come to take pictures and then we get to use those pictures in our advertising.

Sincerely,

Kathleen New
President/CEO

Final Request for the Photo Shootout 2018

Invoice Date	Vendors Name	Description	Invoice Amt.
6/30/2018	Inyo Register	advertising	\$459.59
3/20/2018	Linda Duarte	50 hrs @ 15.00	\$750.00
4/18/2018	Linda Duarte	50 hrs @ 15.00	\$750.00
7/11/2018	Lone Pine Mobil	Fuel	\$36.28
5/31/2018	The Swap Sheet	advertising	\$74.48
1/29/2018	Osuna Design	ad design and placement	\$1,200.00
3/3/2018	Sierra Wave	advertising	\$200.00
5/1/2018	Alex Printing	banners	\$296.31
3/7/2018	Post Office	Mail out	\$185.12
4/29/2018	KIBS	radio advertising	\$264.00
5/31/2018	KIBS	radio advertising	\$350.00
4/1/2018	Kathleen New	40 hrs @ 25.00	\$1,250.00
1/30/2017	KIBS	radio advertising	\$350.00
3/1/2018	Philadelphia Insurance	liability insurance	\$341.00
7/29/2018	Winners	prizes	\$450.00
	Total		\$6,956.78



120 South Main Street • P.O. Box 749 • Lone Pine, CA 93545

Lone Pine

Chamber of Commerce

July 10, 2018

Inyo County Board of Supervisors
PO N
Independence, CA 93545

Dear Supervisors;

This is the final request for the construction of the annual Inyo County Visitor's Guide.

I thank you for your financial support in getting this project finished.

The Guide is First Class in showing Inyo County as a premier destination.

Again thank you for your participation in this project.

Sincerely,

Kathleen New
President/CEO



**COUNTY OF INYO
COMMUNITY PROJECT SPONSORSHIP PROGRAM
REIMBURSEMENT REQUEST FORM**

Mail Reimbursement Request To:
County of Inyo
Community Project Sponsorship Program
P. O. Drawer N
Independence, CA 93526

Total Requested 4,439.00
Mid Project Request
(list relevant invoices)
Final Payment Request
(if yes, complete all sections
below)

Grant Recipient Name Lone Pine Chamber of Commerce
Project Name Inyo County Visitor's Guide

EXPENDITURES (LIST ONLY THOSE FOR WHICH INVOICES ARE ATTACHED)			
INVOICE DATE	VENDOR NAME	DESCRIPTION OF SERVICES RENDERED	INVOICE AMOUNT
5/18	Linda Duarte	Clerk 60 HRS @ 15.00	900.00
5/18/2018	Kathleen New	staff 60 hrs @ 25.00	1,500.00
2/12/18	Direct Results Media	printing, production, placement	5,000.00
6/18/18	Osuna Design	Ad design	1,600.00

Invoice Total 9,000.00
Total Reimbursement requested (if different) 4,439.00

CHECK LIST FOR FINAL REIMBURSEMENT

Sample of Promotional Materials Identifying Inyo County as a Sponsor of the Activity Date Project/Event Completed 7/10/2018

Final Report to the Board of Supervisors
Oral Report Report of Eligible Staff Costs
Written Report

Documentation of All Eligible Expenses

I certify that all expenditures associated with this reimbursement request are consistent with the grant agreement between the Grant Recipient named above and the County of Inyo

Kathleen New Pres./CEO 7/15/2018
Signature of Representative Title Date

VISITOR'S GUIDE TO

INYO COUNTY



The Other Side of California
DEATH VALLEY AND THE EASTERN SIERRA

11TH EDITION

www.TheOtherSideOfCalifornia.com



120 South Main Street • P.O. Box 749 • Lone Pine, CA 93545

Lone Pine
Chamber of Commerce

August 10, 2018

Inyo County Board of Supervisors
P O N
Independence, CA 93545

Dear Supervisors;

This is the final request for the construction of the annual Death Valley Visitor's Guide.

I thank you for your financial support in getting this project finished.

Again thank you for your participation in this project.

Sincerely,

Kathleen New
President/CEO



**COUNTY OF INYO
COMMUNITY PROJECT SPONSORSHIP PROGRAM
REIMBURSEMENT REQUEST FORM**

Mail Reimbursement Request To:
County of Inyo
Community Project Sponsorship Program
P. O. Drawer N
Independence, CA 93526

Total Requested 4,439.00
Mid Project Request
(list relevant invoices)
Final Payment Request
(if yes, complete all sections
below)

Grant Recipient Name Lone Pine Chamber of Commerce
Project Name Death Valley Visitor's Guide

EXPENDITURES (LIST ONLY THOSE FOR WHICH INVOICES ARE ATTACHED)			
INVOICE DATE	VENDOR NAME	DESCRIPTION OF SERVICES RENDERED	INVOICE AMOUNT
5/18	Linda Duarte	Clerk 60 HRS @ 15.00	900.00
5/18/2018	Kathleen New	staff 60 hrs @ 25.00	1,500.00
2/12/18	Direct Results Media	printing, production, placement	5,000.00
6/18/18	Osuna Design	Ad design	1,600.00

Invoice Total 9,000.00
Total Reimbursement requested (if different) 4,439.00

CHECK LIST FOR FINAL REIMBURSEMENT

Sample of Promotional Materials Identifying Inyo County as a Sponsor of the Activity Date Project/Event Completed 8/10/2018

Final Report to the Board of Supervisors
Oral Report Report of Eligible Staff Costs
Written Report

Documentation of All Eligible Expenses

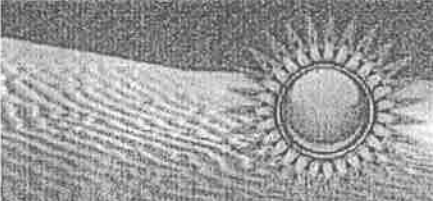
I certify that all expenditures associated with this reimbursement request are consistent with the grant agreement between the Grant Recipient named above and the County of Inyo

Kathleen New Pres./CEO 8/10/2018
Signature of Representative Title Date

A Visitors Guide To

Death Valley

11th Edition



Death Valley
Chamber of Commerce



2018 CHSRA STATE FINALS RODEO

FINAL REPORT & REQUEST FOR REIMBURSEMENT OF PROJECT EXPENSES



The Bishop Area Chamber of Commerce & Visitors bureau is very proud to be part of such an amazing event, and we know you feel the same! For the past fourteen years, California High School Rodeo has chosen Bishop as the site for their prestigious State Finals Championship, and thanks to our community's hard work and dedication, we have secured a contract extension through 2019!

The Bishop Chamber plays a vital role in bringing CHSRA to the "Other Side of California." Inyo County CPSP Grant Funding allows us to do an excellent job in fulfilling the contractual arrangement with CHSRA. Our organization is responsible for providing lodging for judges, hosting the welcome dinner, providing t-shirts & welcome gifts for contestants, plus coordinating all volunteer ticket sellers, check-in personnel and notary public service for those going on to the National Finals Rodeo.

2018 CHSRA State Finals Rodeo Highlights

- 300 Contestant Athletes, plus families, friends & fans spent the week in Inyo County.
- Welcome Dinner was a HUGE Success - we served over 900 people in under one hour!
- Inyo County was recognized as a co-sponsor in several ways: local newspaper, local radio, at welcome barbecue, in rodeo program, and by logo placement on award trailers.
- Excellent support by volunteers for set-up, decorations, meal preparation, serving & clean-up, ticket sellers, check-in personnel and notary public service. 80+ volunteers provided 250 hours of volunteer service. Our volunteers are "priceless," but for the sake of demonstrating how Inyo County CPSP funds are leveraged, we estimate the value of the volunteer labor to be \$3,750 (at \$15/hr.).
- Generous discounts and donations provided by many co-sponsors helped to minimize event expenses. Most lodging for judges was donated by area hotels/motels; Erick Schat's Bakery provided bread and pastries for dinner, plus Queen's tea; all sodas, iced tea & lemonade were donated by local distributors; McDonald's provided salads; Smart & Final contributed Ice Cream. BP Distributing sold us the meat at cost. We estimate the total value of donations to be more than \$18,000 for 2018 – further demonstrating that Inyo County CPSP funds were matched with tremendous support from the local business community.

Our community solidly supports the CHSRA State Finals Rodeo and the Bishop Chamber is certainly thankful for Inyo County's continued support of the project.

Our community has done an excellent job of "rolling out the welcome mat" for these fine young heroes and their families and we are pleased to have the opportunity to continue to do so in the future.

Thank you for your continued support of this important project that is beneficial to our local economy and to the true community spirit of our region!



**COUNTY OF INYO
COMMUNITY PROJECT SPONSORSHIP PROGRAM
REIMBURSEMENT REQUEST FORM**

Mail Reimbursement Request To:
County of Inyo
Community Project Sponsorship Program
P. O. Drawer N
Independence, CA 93526

Total Requested \$ 4,261.00
Mid Project Request
(list relevant invoices)
Final Payment Request
(if yes, complete all sections
below)

Grant Recipient Name Bishop Chamber of Commerce

Project Name 2018 CHSRA State Finals Rodeo

EXPENDITURES (LIST ONLY THOSE FOR WHICH INVOICES ARE ATTACHED)			
INVOICE DATE	VENDOR NAME	DESCRIPTION OF SERVICES RENDERED	INVOICE AMOUNT
6/11/18	Alpine Signs	Welcome Banner	\$ 189.64
6/30/18	Gentry Media	Program Ad	\$ 155.00
6/7/18	BP Distributing	Meet for Welcome Dinner	\$ 2,691.90
4/9/18	Uline	Bags for Welcome Gifts	\$ 338.87
6/4/18	Mountain Apparel	Contestant T-Shirts	\$ 2,609.06
6/5/18	Smart & Final	Welcome Dinner Food and Supplies	\$ 1,106.25
7/10/18	Chamber Staff	See Attached	\$ 2,255.00

Invoice Total \$ 9,345.72
Total Reimbursement requested (if different) \$ 4,261.00

CHECK LIST FOR FINAL REIMBURSEMENT

Sample of Promotional Materials Identifying Inyo County as a Sponsor of the Activity Date Project/Event Completed 7/10/18

Final Report to the Board of Supervisors
Oral Report Report of Eligible Staff Costs
Written Report

Documentation of All Eligible Expenses

I certify that all expenditures associated with this reimbursement request are consistent with the grant agreement between the Grant Recipient named above and the County of Inyo

Jawani Thompson Executive Director 7/10/18
Signature of Representative Title Date

BIG PINE AMERICAN LEGION

GLACIER POST 457

P.O. BOX 212

BIG PINE, CA 93513

JON KLUSMIRE

INYO COUNTY

224 N. EDWARDS ST.

P.O. DRAWER N

INDEPENDENCE, CA 93526

JULY 27, 2018

On July 7, 2018 the American Legion Post 457 did hold a Fishing Derby for the community. The Post did have 73 entrants in the Derby. The Post awarded \$2,000 in cash prizes to these participants. Additionally, the Post acquired revenue from the raffle of a Yeti cooler, and a 50/50 cash raffle.

Other donated prizes from various community sponsors were also distributed to the participants.

The Fishing Derby was successful in generating revenue of \$3, 575.17, which will be split with the American Legion Ladies Auxiliary. Enclosed is the Treasurer's report for the Derby.

The American Legion Post 457 greatly appreciates the generous Grant bestowed by the County of Inyo, and looks forward to continuing the relationship in the future.

The County's support does make a difference, and the Grant will be used to further our ongoing mission of providing respect and support to all American Veteran's, their families, and to the community of Big Pine.

Sincerely,

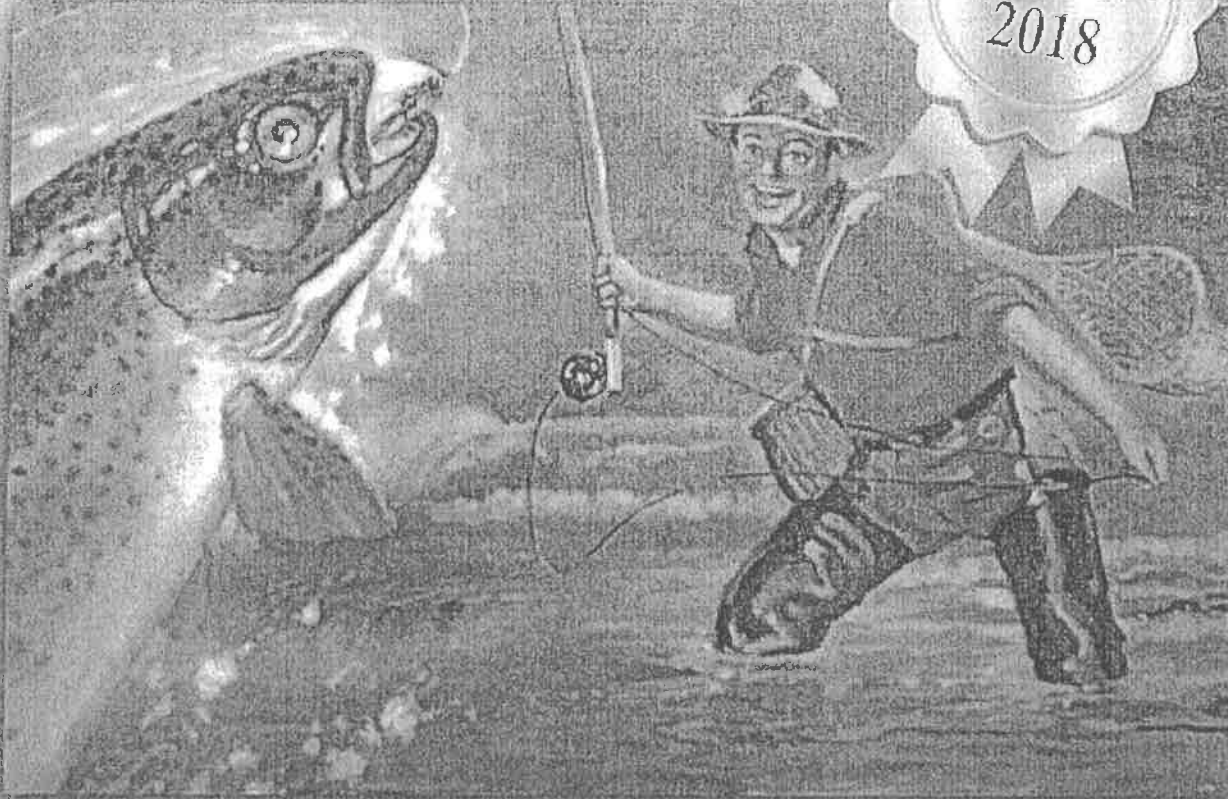


Michael O'Connell

Post 457 Finance Officer

BIG PINE

JULY 7th
2018



TROUT DERBY

50/50
Raffle!

\$600 Blind Bogey

50/50
Raffle!

No Fishing License Required! Free Fishing Day!

*Prizes for Largest Fish ∩ Largest Limit (5 fish) ∩ Tagged Fish
Adult and Juniors categories*

Early Entries available at Country Kitchen!

Early entries eligible for special Early Bird drawing prize!

Day of the Derby, Signup 6:30-12 noon Country Kitchen, Big Pine

*ADULTS: (13 yrs & up) \$10 CHILDREN (12 & under) FREE!
Prizes and last weigh-in at 3:30pm*



Sponsored by Big Pine American Legion & County of Inyo





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: Kathe Barton, Director, Environmental Health Services

FOR THE BOARD MEETING OF: **August 28, 2018**

SUBJECT: Water Laboratory Supplies Purchase

DEPARTMENTAL RECOMMENDATION:

1. Request the Board declare IDEXX Laboratories, Inc. as the sole source provider of certain water laboratory supplies for the period of August 28, 2018 through June 30, 2019, AND
2. Approve the purchase of water testing supplies by the Department from IDEXX Laboratories, Inc. by use of a blanket purchase order not to exceed \$30,000.00 for the period of August 28, 2018 through June 30, 2019 and contingent upon the adoption of the 2018/2019 budget.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

IDEXX Laboratories, Inc. is the sole distributor of the "Colilert" reagent and other laboratory supplies utilized in the enzyme substrate method of determining total and escheria coliform bacteria content in water. All water testing conducted in our lab is done via the enzyme substrate method. Laboratory procedures must adhere to the Standard Operating Procedures Manual, which specifies the utilization of the Colilert reagent for the enzyme substrate analyses. The lab is certified by the State of California every two years and must adhere strictly to the Standard Operating Procedures Manual in order to maintain certification.

Revenue from the water lab exceeds \$150,000 annually. This revenue is credited to the Environmental Health Services budget, which in turn provides adequate funding to operate the lab. This is an annual request presented to your Board.

ALTERNATIVES:

As stated above, IDEXX is the sole source of these products. Utilization of a different product would jeopardize continued State certification of the lab, which would result in a dramatic drop in revenues, and the discontinuation of a valuable service to the community.

Discontinuation of the enzyme substrate method would require substitute analytical methods including multiple tube fermentation and/or heterotrophic plate counts. These methods are much more costly, have longer turnaround times and are much more labor intensive.

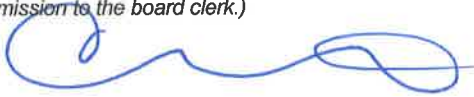
OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

The laboratory supplies order will be paid through the Environmental Health Services budget (045400) object code 5201 and this amount has been included in our Fiscal Year 2018/2019 budget request.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>8/16/2018</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)

Kathe Barton by Stuart Date: 8/16/18



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use Only:
AGENDA NUMBER 13

FROM: Public Works Department

FOR THE BOARD MEETING OF: August 28, 2018

SUBJECT: Approve the submittal of a federal Highway Safety Improvement Program grant for the installation of center striping on about 30 different County roadways totaling 250 miles.

DEPARTMENTAL RECOMMENDATIONS:

Approve 1) the submittal of the application for a Caltrans Highway Safety Improvement Program grant and 2) authorize the Public Works Department Director to execute the grant agreements and other documents related to the grant.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Public Works Department is preparing an application for the federal Highway Safety Improvement Program (HSIP) grant (attached) to install center striping on about 250 miles of County maintained roads. The actual project cost has not yet been determined. The grant request will be in the \$400,00 to \$500,000 range. The project does not require a match.

HSIP funds are eligible for work on any publicly owned roadway that corrects or improves safety for its users. The HSIP program favors projects that can be built quickly. Projects should not include significant right-of-way issues or extensive environmental review and mitigation. For a project to be eligible a specific safety problem must be identified for correction and the proposed action must correct or substantially improve the condition. Twenty-one types of projects are eligible to receive funding including the installation of guardrails. Projects providing evidence of some crash history should compete better than projects that do not. Part of the application includes the completion of a cost benefit ratio that compares injury accidents with the total cost of the project. Projects are required to have a minimum cost benefit ratio of 5.0. The Inyo County Center Line project tentatively has a cost benefit ratio above that. The minimum project size for this competitive grant is \$100,000 and the maximum size is \$10,000,000. There is about \$150 million available during for grant award during this call for projects.

Public Works and Road Department staff chose this project because 1) of the accident numbers and 2) the relatively low project cost combine to create a project that should get funded. This project appears to meet the selection criteria well. There have been multiple severe injury accidents, especially on Trona Wildrose Road and Panamint Valley Road. Most of the collisions on these roadways result from single vehicle accidents. Clearer center line painting will reduce this risk. Public Works staff should be able to process this project relatively quickly and the environmental component should not be too involved because the construction would be completed along a paved surface and would not disturb any soil.

The high travel speeds on the thirty-five roads, the traffic, and the accident history make this project appropriate for Inyo County.



ALTERNATIVES: The Board could choose not to approve the submittal of this grant application. In order for the application to be submitted on time, the Board needs to approve the submittal of the application at today's meeting.

OTHER AGENCY INVOLVEMENT:

County counsel has reviewed the Agenda Request form and draft grant application. Caltrans District 9 Office of Local Assistance will process the project per federal-aid route requirements.

FINANCING:

No matching funds will be used for this project. The project will enable to let the Road Department focus the expense of road funds on other types of projects.

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>8/17/18</u>
AUDITOR/CONTROLLER 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>8/21/2018</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: 8/21/18

**APPLICATION FORM FOR
CYCLE 9 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)**Application ID 09-Inyo County-1

LAPG 9-A (REV 04/2018)

Page 2 of 8

I. Basic Project InformationDate: Caltrans District: MPO: Agency: County: Total number of applications being submitted by your agency: Application Number (each application must have a unique number): **Contact Person Information**Name (Last, First): Position/Title of Contact Person: Email: Telephone: Extension: Address: City: Zip Code:

(Enter only a 5-digit number)

Application Category: **Project Information**

Project Location:

-Be Brief (Limited to 250 Characters)

-See [Application Form Instructions](#)

Project Description:

-Be Brief (Limited to 250 Characters)

-See [Application Form Instructions](#)Functional Classification:

(For Functional Classification and CRS Maps,

Visit: http://www.dot.ca.gov/hq/tsip/hseb/crs_maps/)CRS Map ID (e.g. 08E14): Urban/Rural Area: High-Risk-Rural-Roads (HR3) Eligibility: If this project is not entirely HR3 eligible, what is the approximate total cost percentage that is HR3 eligible? %**Work on the State Highway System**Does the project include improvements on the State Highway System? **ADA Notice**

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

APPLICATION FORM FOR CYCLE 9 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

Application ID 09-Inyo County-1

LAPG 9-A (REV 04/2018)

Page 3 of 8

Warrant Studies

- Check if the project includes new installation of certain traffic control devices (e.g., traffic signals, pedestrian signals, etc.). If yes, Traffic Signal Warrant 4, 5 and/or 7 must be met (CA MUTCD Chapter 4C). Please provide the warrants as Attachment #8 in Section V.

Additional Information

1. Is the project focused primarily on "spot location(s)" or "systemic" improvements?

The primary type of the "systemic" improvements:

2. Which of the California's Strategic Highway Safety Plan (SHSP) Challenge Areas does the project address primarily (For more information on the SHSP and its Challenge Areas, see: <http://www.dot.ca.gov/SHSP/>)

3. How were the safety needs and potential countermeasures for this project first identified?

4. California established Systemic Safety Analysis Report Program (SSARP) in 2016. Was this project identified through the SSARP program?

5. What is the primary mode of travel intended to be benefited by this project?

6. Approximate percentage of project cost going to improvements related to motorized travel: %

7. Approximate percentage of project cost going to improvements related to non-motorized travel: %

8. Provide the number of intersections and the length of roadways included in the project (enter 0 if not applicable):

Number of Intersections: Miles of Roadway:

9. Posted Speed Limit (mph):

10. Annual Average Daily Traffic (See Application Form Instruction)

AADT (Major Road)

AADT (Minor Road)

Year Collected/Estimated

APPLICATION FORM FOR CYCLE 9 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

Application ID 09-Inyo County-1

LAPG 9-A (REV 04/2018)

Page 4 of 8

II. Narrative Questions (See **Application Form Instructions**)

These narrative questions are intended to provide additional project details for the application reviewers and project files. The reviewers will use the information in their "fatal flaw" assessment of the applications. Please make sure that:

- 1) The project scope is eligible for HSIP funding;
- 2) The countermeasures used in the Benefit Cost Ratio (BCR) calculation are appropriately applied based on the scope of the project;
- 3) The crash data used in the BCR calculation is appropriately applied based on the scope of the project and countermeasures used; and
- 4) The application data and attachments are reasonable and meet generally accepted traffic engineering and transportation safety principles.

If significant inconsistencies or errors are found in the application information, the reviewers may conclude that the application includes "fatal flaws" and the application will be dropped from further funding considerations. The applicant will not be notified of findings until after the selection process is complete.

1. Overall Identification of Need

Describe how the agency identified the project as one of its top safety priorities. Was a data-driven safety evaluation of their entire roadway network completed? Do the proposed project locations represent some of the agency's highest crash concentrations?

(Limited to 5,000 characters)

Crashes on County roads are generally spread throughout the County. The County is the second largest County in the State of California but only has a population of about 18,500 people. This project in particular focuses on center line pavement markings. The existing pavement markings will be followed. Fog lines are also proposed to be painted on 1) those roads that were not part of a South County fog lines project obtained by the County in 2015 and 2) those roads that are wide enough to receive fog lines. Rural high speed County roads serve as an extension of the State Highway system for locals, visitors, and tourists.

2. Potential for Proposed Improvements to Address the Safety Issues

Describe the primary causes of the collisions that have occurred within the project limits. Are there patterns in the crash types? Clearly demonstrate the connection between the problem and the proposed countermeasures utilized in the BCR calculations. Depending on the nature of the project, explain why the agency chooses to pursue "Spot location(s)" or "Systemic" improvements.

(Limited to 5,000 characters)

Note: *Safety improvements that do not have countermeasures and crash reduction factors identified in the HSIP Analyzer can be included in the project scope and cost estimate as "Other Safety-Related" improvement; they just won't be added to the project's BCR shown in the application.*

The project proposes to install center lines and/or fog lines to address vehicles leaving the roadway. The majority of collisions throughout the County are on high speed rural roads. The collisions are generally a result of vehicles leaving their lane. This may be the result of 1) inattentive drivers, 2) drivers falling asleep, 3) high speeds, 4) wildlife vs. vehicle conflicts especially at night, and 5) roads with little or no pavement markings. The addition of reflective center line paint will assist in keeping vehicles in their lane and on the roadway.

3. Crash Data Evaluation

What is the source of the crash data? For each countermeasure, describe how the influence areas and the limits of the crash data were established to ensure only appropriate crashes were included in the Collision Diagrams, Collision Lists and used in the BCR calculation.

(Limited to 5,000 characters)

Note: *If the project includes multiple locations and multiple countermeasures, group the locations so that within each group, the same countermeasures apply to all locations and their crash data. Describe the location groups. These location groups must be consistent with the grouping in using the HSIP Analyzer.*

The crash data used for this application was pulled from the Transportation Injury Mapping System (TIMS) webpage and then compiled using the HSIP Analyzer. The project looks to address lane departure that results in vehicles leaving the roadway, single car rollovers and head on collisions. The center line is to be painted on those County roads that are high speed and have a speed limit of 35 mph or higher (typically 55 mph). Fog lines are also to be painted on those roads that are wide enough and have not been included in a recent State or Federal project.

**APPLICATION FORM FOR
CYCLE 9 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)**

Application ID 09-Inyo County-1

LAPG 9-A (REV 04/2018)

Page 5 of 8

4. Prior Attempts to Address the Safety Issue

List all other projects/countermeasures that have been (or are being) deployed at this location. Applicants must identify all federal funds that have been used or approved within or directly adjacent to the proposed project limits within the last 5 years. (HSIP funding cannot be used to construct the same general type of countermeasures within the same limits within 5 years to ensure agencies do not apply the same Crash Reduction Factors to the same crashes)

For projects proposing high cost improvements/countermeasures such as shoulder widening and horizontal/vertical realignments, applicants must document that they have installed and monitored low-cost improvements which have not adequately addressed the safety issue ("**incremental approach**"). (Limited to 5,000 characters)

In 2015, Inyo County received an HSIP grant to paint fog lines on Trona Wildrose Road, Panamint Valley Road, Stateline Road, and Old Spanish Trail Highway. The center line was an oversight not to be included in that project. This project looks to address all rural high speed County roads.

5. Other Comments

Explain here if this project requests any exceptions to the rules (such as "PE no more than 25%", "ROW no more than 10%" and "CE no more than 15%" rules), or if you have any other comments. (Limited to 5,000 characters)

**APPLICATION FORM FOR
CYCLE 9 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)**

Application ID 09-Inyo County-1

LAPG 9-A (REV 04/2018)

Page 6 of 8

III. Project Cost, Safety Countermeasures and Benefit Cost Ratio (BCR)

Please transfer the below from the HSIP Analyzer. Please make sure you have reviewed the HSIP Analyzer instructions and completed the HSIP Analyzer correctly.

For some funding set-asides, only the project cost information is required. Please review the [Application Form Instructions](#) for details.

Total Project Cost

HSIP Funds Requested

**Project's Maximum Federal Reimbursement Ratio
(e.g. enter 90 for 90%)**
100%

Countermeasures

Number of Countermeasures Utilized (Max 3):

Countermeasure No. 1

Project Benefit

Benefit Cost Ratio (BCR)

**APPLICATION FORM FOR
CYCLE 9 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)**

Application ID 09-Inyo County-1

LAPG 9-A (REV 04/2018)

Page 7 of 8

IV. Implementation Schedule (See Application Form Instructions)

The local agency is expected to deliver the project per Caltrans Local Assistance Safety Program Delivery requirements. In order for the milestones to be calculated correctly, all fields need to be filled in. For steps that are not applicable, enter "0".

Target Date for the Project's Amendment into the FTIP:

Time for agency to internally staff project and request PE authorization:

Month(s)

Typical time for Caltrans and FHWA to process and approve PE authorization:

Month(s)

Proposed PE Authorization Date:

(PE Authorization Delivery Milestone)

Will external consultants be required to complete the PE phase of this project?

Time to prepare environmental studies request:

Month(s)

Time to complete CEQA/NEPA studies/approvals:

Month(s)

See PES Form in the LAPM for Typical studies and permits

Time to complete the Right of Way Acquisition (federal process):

Month(s)

Plan on 18 months minimum for federal process including a condemnation

Time to complete final PS&E documentation:

Month(s)

Other:

Month(s)

Expected Completion Date for the PE Phase:

Time for agency to request CON authorization:

Month(s)

Typical time for Caltrans and FHWA to process and approve CON authorization:

Month(s)

Proposed CON Authorization Date:

(CON Authorization Delivery Milestone)

Time included for the agency's workload-leveling or construction-window needs:

Month(s)

Time to award contract with CON contractor (following the federal process, including Board/Council approval, advertise, award, execute and mobilize):

Month(s)

Time to complete construction:

Month(s)

Time included for closing the CON contract:

Month(s)

Other:

Month(s)

Expected Completion Date for the CON Phase:

Time to complete the project close-out process:

Month(s)

Typical time for Caltrans and FHWA to process and approve project close-out:

Month(s)

Expected Completion Date for the project Close-Out:

(Close-Out Delivery Milestone)

**APPLICATION FORM FOR
CYCLE 9 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)**

Application ID 09-Inyo County-1

LAPG 9-A (REV 04/2018)

Page 8 of 8

V. Application Attachments (See Application Form Instructions)

Please attach all files as needed. Note: files may not be attachable if file is open. Close before attach.

- | |
|--|
| 1. Engineer's Checklist (Required for all projects) |
| 2. Vicinity map/Location map (Required for all projects) |
| 3. Project maps/plans showing existing and proposed conditions (Required for all projects) |
| 4. Pictures of Existing Condition (Required for all projects) |
| 5. HSIP Analyzer (Required for all projects) |
| 6. Collision diagram(s) (Not required for this project) |
| 7. Collision List(s) (Not required for this project) |
| 8. Warrant Studies (Not required for this project) |
| 9. Letter/email of Support from Caltrans (No SHS involved - not required for this project) |
| 10. Additional narration, documentation, letters of support, etc. (Optional) |

Road	Miles	Centerline
Trona Wildrose Road	28.6	28.6
Stateline Road	5.2	5.2
Panamint Valley Road	13.9	13.9
Old Spanish Trail Highway	30.1	30.1
Tecopa Hot Springs Road	4.4	4.4
Mazourka Canyon Road	4.5	4.5
Glacier Lodge Road	9.9	9.9
Onion Valley Road	12.8	12.8
Pine Creek Road	9.4	9.4
Death Valley Road	29.5	29.5
Old Sherwin Grade Road	3.7	3.7
Reata Road	1.1	1.1
Underwood Lane	0.9	0.9
Five Bridges Road	2.4	2.4
Starlite Road	1.3	1.3
Airport Road	0.9	0.9
White Mountain Road	10.2	10.2
North Round Valley Road	4.9	4.9
South Round Valley Road	4.8	4.8
North Pa Ha Lane	1.0	1.0
Tu Su Lane	1.0	1.0
See Vee Lane	1.0	1.0
Brockman Lane	2.0	2.0
Red Hill Road	1.4	1.4
Sawmill Road	1.9	1.9
Tinemaha Road	12.1	12.1
Gerkin Road	3.6	3.6
South Barlow Lane	2.2	2.2
North Barlow Lane	1.5	1.5
Horseshoe Meadows Road	19.4	19.4
Gill Station – Coso Road	5.6	5.6
Ninemile Canyon Road	9.9	9.9
Poleta Road	4.1	4.1
Fish Springs Road	3.0	3.0
Dixon Lane	2.0	2.0
	250.2	250.2



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 14

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

FROM: Public Works Department

FOR THE BOARD MEETING OF: AUG 7, 8 2018

SUBJECT: Resolution approving application for, and acceptance and execution of, a State of California Division of Aeronautics (CDA) Matching Grant for Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant No. 03-06-0126-013-2018 for the Lone Pine Airport Pavement Rehab Design Project.

DEPARTMENTAL RECOMMENDATIONS:

1. Approve the attached resolution authorizing the filing of an application for a CDA matching grant for "Lone Pine Airport Pavement Rehab Design Project" in the amount of \$9,337.50;
2. Authorize acceptance of the allocation of said state AIP matching funds for the project;
3. Authorize execution of said AIP Matching Grant Agreement for this project; and,
4. Authorize the Public Works Director to sign any documents required to apply for and accept subject funds of behalf of the County of Inyo.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Public Works Department has been offered a Federal Aviation Administration Airport Improvement Program Grant for the Lone Pine Airport Pavement Rehab Design Project which will fund up to ninety percent (maximum \$186,750) of the total Project cost, which is estimated at \$207,500. Assuming that Inyo County successfully enters into this grant agreement, the Public Works Department can apply for the CDA AIP Matching Grant which will fund up to five percent of the FAA grant amount (5% - \$9,337.50). The County must pay the remainder of the Project costs, which is five and one-half percent (5.5% - \$11,412.50) of the entire Project. The costs will be paid through budget unit titled *Lone Pine Airport Improvement – Pavement Rehab Project*, with object codes for expenditures as shown below:

FAA Grant (90% of total project cost)	\$186,750.00
CDA Matching Grant (5% of FAA Grant)	\$ 9,337.50
County (5.5% of total project cost)	\$ 11,412.50
Total Project Cost	\$207,500.00

Funding Source	Expenditure Object Code
FAA Grant	5265
CDA Matching Grant	5265
County	5124

The state requires a resolution of the Board of Supervisors authorizing the submittal of the application, acceptance of an allocation of CDA AIP matching funds, and execution of the CDA AIP Matching Grant Agreement for the project. In order to expedite processing of the matching grant agreement, the resolution also authorizes the Public Works Director to execute the grant agreement. Expediting the processing of the grant agreement is beneficial because State regulations prohibit the DOT from issuing a grant on a project once construction has started. A resolution in the form recommended by the Division of Aeronautics has been prepared and is attached for Board approval. After the resolution is approved, the


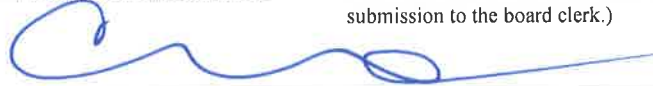
Public Works Department will submit the application to the State Division of Aeronautics. The CDA Matching Grant Application submittal must also include a copy of the executed FAA Grant Agreement.

ALTERNATIVES: The board could choose not to approve the resolution and authorize the Public Works Director to sign the grant agreement. If the resolution and authorization to sign is not approved, the CDA will not accept the county's application for CDA matching funds. This is not recommended, because the county would have to fund the entire match of up to ten percent for the project total (10% - \$20,750.00).

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor's Office

FINANCING: The FAA Grant No. 03-06-0126-013-2018 will fund up to 90 percent (maximum - \$186,750) of the funds for this project. If the CDA AIP matching grant is approved, up to an additional 5.0 percent of the FAA grant amount (\$9,337.50) will be provided by the state. The remaining costs will be funded by an in-kind match from Public Works. The FAA and CDA grants require reimbursement to local agencies upon submittal of progress invoices for expenditures actually made. After FY 2018/2019 budget adoption, we will request a new budget number from the Auditor's Office for this project.

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>8/15/18</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
	Approved: <u>yes</u> Date <u>8/18/2018</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)
	Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 8/20/18
(Not to be signed until all approvals are received)

RESOLUTION #2018 -

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE SUBMITTAL OF APPLICATIONS, ACCEPTING ALLOCATION OF
FUNDS, AND AUTHORIZING THE EXECUTION OF GRANT AGREEMENTS WITH THE
CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR AN AIRPORT
IMPROVEMENT PROGRAM (AIP) MATCHING GRANT**

WHEREAS, the County of Inyo and the Federal Aviation Administration are parties to federal Airport Improvement Program (AIP) Grant 3-06-0126-013-2018 for the Lone Pine Airport Pavement Rehab Design Project; and

WHEREAS, the California Department of Transportation, pursuant to the Public Utilities Code section 21683.1, provides grants of up to 5.0% of Federal Aviation Administration grants to airports; and

WHEREAS, the California Department of Transportation requires the Board of Supervisors to adopt a resolution authorizing the submission of the application for the AIP Matching grant.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Inyo, State of California:

1. Authorizes filing the application for the state AIP Matching Grant for this project;
2. Authorizes accepting the allocation of state AIP matching funds for the project;
3. Authorizes execution of the AIP Matching Grant Agreement for this project; and

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Inyo does hereby authorize Public Works Director to sign any documents required to apply for and accept these subject funds on behalf of the County of Inyo.

I hereby certify the foregoing resolution was introduced and read at the regular meeting of the County Board of Supervisors of the County of Inyo on the _____ day of August 2018, and the resolution was duly adopted at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson, Board of Supervisors

ATTEST:

Clint Quilter, Clerk

by _____
Assistant Clerk to the Board



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 15
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- Consent
 Departmental
 Correspondence Action
 Public Hearing
 Schedule time for
 Closed Session
 Informational

FROM: Public Works Department

FOR THE BOARD MEETING OF: AUG 28 2018

SUBJECT: Approval of a Federal Aviation Administration (FAA) grant for the Lone Pine Airport Pavement Rehab Design Project

DEPARTMENTAL RECOMMENDATIONS:

- 1) Approve the grant agreement between Inyo County and the (FAA) for the Lone Pine Airport Pavement Rehab Design Project, in an amount of \$186,750.00 maximum, contingent upon review and approval of agreement by county counsel, contingent upon appropriate signatures being obtained, and;
- 2) Authorize the public works director to sign the grant agreement on behalf of the County.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The FAA has approved the grant application for the Lone Pine Airport Pavement Rehab Design Project.

The objective of the project is to provide design for the Lone Pine Airport Pavement Rehab Design Project in order to assure that runways and taxiways remain fully functional and up to date.

The funds for the Lone Pine Airport Pavement Rehab Design Project will be provided by an FAA Airport Improvement Project (AIP) grant, a California Division of Aeronautics (CDA) Matching Grant and by the County, as shown below:

FAA Grant (90% of total project cost)	\$186,750.00
CDA Matching Grant (5% of FAA Grant)	\$ 9,337.50
County (5.5% of total project cost)	\$ 11,412.50
Total Project Cost	\$207,500.00

Project costs will be funded through the Public Works Department Budget Unit titled *Lone Pine Airport Improvement – Pavement Rehab Project*, with object codes for expenditures as shown below:

Funding Source	Expenditure Object Code
FAA Grant	5265
CDA Matching Grant	5265
County	5124

The FAA requires that the grant be accepted and signed by a representative of the county and submitted to the FAA on or before August 31, 2018 so the FAA can process it before the end of the federal fiscal year on September 30, 2018. Therefore, the Public Works Department requests that the Board approve the grant agreement and authorize the Public Works Director to sign the agreement.

ALTERNATIVES:

The Board could choose not to approve the grant agreement. This alternative is not recommended because funds are available now but may no longer be available if not accepted by the end of the federal fiscal year. Additionally, the Lone Pine Airport Pavement Rehab Project is an important step in creating safer and more robust infrastructure for a critical airport facility serving an isolated community.



OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor's Office

FINANCING:

Up to 90% of the project cost will be reimbursed by the FAA grant, and, if approved, up to 5% of the FAA grant offer may be reimbursed by a CDA grant. However, CDA matching grant funds are limited, and are distributed on a first-come first-served basis, and it is unknown at this time whether CDA funds will be available. The remaining costs will be funded by an in-kind match from the Public Works Department. The FAA and CDA grants require reimbursement to local agencies upon submittal of progress invoices for expenditures actually made. After FY 2018/2019 budget adoption, we will request a new budget number from the Auditor's Office for this project.

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>8/15/18</u>
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
	Approved: <u>yes</u> Date <u>8/17/2018</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: 8/20/18



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Western-Pacific Region
California

FAA LAX ADO
777 S. Aviation Boulevard
Suite #150
El Segundo, CA 90245

August 13, 2018

Mr. Clint Quilter
Director of Public Works
County of Inyo
168 N. Edwards Street, Drawer Q
Independence, CA 93526

Dear Mr. Quilter:

We are enclosing the original and two copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-06-0126-013-2018 at Lone Pine Airport in Lone Pine, California. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **August 31, 2018**, in order for the grant to be valid.
 - The date of the attorney's signature must be on or after the date of the sponsor's authorized representative's signature.
 - All signatures must be made with blue or black ink; Signature stamps will not be accepted.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. After you properly execute the grant agreement:
 - Return one executed original Grant Agreement to our office via US mail or commercial courier.
 - Retain one copy of the executed Grant Agreement for your records.
 - Forward one copy of the executed Grant Agreement to your associated State Aviation Official
- e. Because time is now critical for entering the executed grant into the FAA system, we request you send a copy of the signed agreement to our office by facsimile or email (pdf document) prior to sending the hardcopy document through U.S. mail or commercial courier.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses**

consistent with project progress. Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Manson Wong, (424) 405-7280, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



David F. Cushing
Manager
Los Angeles Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	August 13, 2018
Airport/Planning Area	Lone Pine/Death Valley
AIP Grant Number	3-06-0126-013-2018
DUNS Number	008909830

TO: County of Inyo
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **January 24, 2018**, for a grant of Federal funds for a project at or associated with the Lone Pine/Death Valley Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Lone Pine/Death Valley Airport (herein called the "Project") consisting of the following:

Rehabilitation of Runway 16/34, Rehabilitation of Taxiways A & B which includes TSA and RSA Grading and Drainage. (Design-Only)

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$186,750.00.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$186,750.00 airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 31, 2018, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other

final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

- 10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 11. System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
- 12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
- 14. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
- 15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 17. Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- A. May not be increased for a planning project;
- B. May be increased by not more than 15 percent for development projects;
- C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

18. Audits for Public Sponsors. The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under

this award until project work addressed under this award is removed from an approved PFC application by amendment.

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated March 25, 1998, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

24. Design Grant. This grant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this grant agreement, the FAA may suspend or terminate grants related to the design.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


(Signature)

DAVID F. CUSHING

(Typed Name)

MANAGER

LOS ANGELES AIRPORTS DISTRICT OFFICE

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

County of Inyo
(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____,

By:

(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4,5,6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1,2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
 - ² These laws do not apply to private sponsors.
 - ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
 - ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
 - ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
 - ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.
- 2. Responsibility and Authority of the Sponsor.**
- a. **Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
 - b. **Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied).

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
- 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
- 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. **Duration.**

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. **Required Solicitation Language.** It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. **Required Contract Provisions.**

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 24, 2017 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/20/2018

View the most current versions of these ACs and any associated changes at:

http://www.faa.gov/airports/resources/advisory_circularsand

http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 1	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design

NUMBER	TITLE
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVIS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 2/20/2018

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

16

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

FROM: Alisha McMurtrie, Treasurer-Tax Collector

FOR THE BOARD MEETING OF: August 28, 2018

SUBJECT: Request Board A) declare Bid4Assets, Inc. a sole source provider of online public tax auctions; and B) approve a contract between the County of Inyo and Bid4Assets, Inc. to provide technical expertise and services to host an online tax-defaulted land auction in an amount not to exceed Eleven Thousand Five Hundred Dollars (\$11,500.00); and C) authorize the Chairperson to sign.

DEPARTMENTAL RECOMMENDATION:

Approve the request to:

- A. Sole Source Bid4Assets, Inc.;
- B. Approve the Professional Services Agreement between the County of Inyo and Bid4Assets, Inc. to provide technical expertise and the online hosting platform to conduct a tax-defaulted land auction in conjunction with the Treasurer-Tax Collector;
- C. Authorize the Chairperson, contingent upon the adoption of future budgets.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Pursuant to Section 3691 et seq of the California Revenue and Taxation Code the Tax Collector must, with the prior approval of the Board of Supervisors, periodically attempt to sell those parcels of land on which the property taxes have been delinquent for over five years if residential and three years if commercial. Such parcels are normally offered for sale at public auctions.

This office could conduct a live public auction located here in Independence, or we can outsource this portion of this process to our recommended vendor for placement on the internet. Both options have their benefits and hinderances. In order to widen our reach to as many potential bidders as possible, I recommend contracting with Bid4Assets, Inc. They have extensive experience with not only Local Governments, but State and Federal Agencies as well.

This approval will authorize the Tax Collector to conduct an internet public auction during the 2018-2019 fiscal year, at which the approved parcels will be offered for sale to the highest bidder online. Please note there will be in person bidding options available to anyone who does not have access to a computer.

In the event that any parcel does not sell, and in accordance with California Revenue and Taxation Code §3698.5(c), I respectfully request your approval to re-offer that parcel for sale, within ninety (90) days, at a reduced minimum price that the tax collector deems appropriate.

SOLE SOURCE REQUEST FOR PROFESSIONAL SERVICES

The Department is requesting to Sole Source Bid4Assets, Inc. for professional services that we are unable to provide. Hosting public agency tax defaulted land auctions online is a very unique niche with only two known providers. Bid4Assets currently hosts a majority of the 58 California Counties tax auctions, with the County of Inyo having been a client for the past four auctions. They have been working with California Counties, properties and laws for over

twenty years. In addition, this Department is already familiar with their data requirements, how to extract said data from our current property tax system and provide this data to the vendor.

ALTERNATIVES:


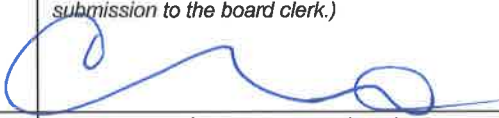
The Board may deny this request. Should that occur, I will request the Board approve this office to conduct a live auction located here in Independence. This is not recommended as the Treasurer-Tax Collector staff is currently over-extended and will have the property tax system conversion to manage simultaneously, in addition to normal duties.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

The 2018-2019 Treasurer-Tax Collector budget will include the cost of contracting with Bid4Assets, Inc. Costs associated with conducting an internet sale are included in any minimum bid that will be recommended for approval by your Board at a later date, and are fully recoverable.

<u>APPROVALS</u>	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>7/25/18</u>
AUDITOR/CONTROLLER: 	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>8/6/2018</u>
RISK MANAGER: <u>N/A</u>	RISK MANAGER (Reviewed and approved by the risk manager for insurance requirements.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 8/8/18
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

AGREEMENT BETWEEN INYO COUNTY
AND BID4ASSETS, INC.
FOR THE PROVISION OF PROFESSIONAL **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo, a political subdivision of the State of California (hereinafter referred to as "COUNTY") may have the need for the professional services of BID4ASSETS, INC. 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 COUNTY, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by COUNTY to the Contractor to perform under this Agreement will be made by the TREASURER-TAX COLLECTOR. Requests to the Contractor for work or services to be performed under this Agreement will be based upon COUNTY'S need for such services. 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 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 COUNTY'S request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, county, and municipal laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. INITIAL TERM AND OPTIONS.

The initial term of this Agreement shall be from 10/01/2018 to 06/30/2019 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- a. From N/A through _____
- b. From N/A through _____

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

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

3. CONSIDERATION.

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by COUNTY to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed Eleven Thousand Five Hundred (\$11,500.00) Dollars (hereinafter referred to as "contract limit"). COUNTY expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, 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 hours spent by Contractor in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. 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 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 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 COUNTY. Contractor will provide COUNTY, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and COUNTY as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, COUNTY reserves the right to make such determinations for purposes of this Agreement.

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. COUNTY is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items not specifically set forth in the Schedule of Fees (Attachment B), 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 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. COUNTY, its agents, officers, officials, 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 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 COUNTY. No agent, officer, or employee of COUNTY is to be considered an employee of Contractor. It is understood by both Contractor and COUNTY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, and federal, state, county, and municipal laws, 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, and 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 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 COUNTY, or who has been an adverse party in litigation with COUNTY, and concerning such, Contractor by virtue of this Agreement has gained access to 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:

<u>INYO COUNTY :</u>	
<u>TREASURER-TAX COLLECTOR</u>	Department
<u>PO DRAWER O</u>	Address
<u>INDEPENDENCE, CA 93526</u>	City and State

<u>CONTRACTOR:</u>	
<u>BID4ASSETS, INC.</u>	Name
<u>8757 GEORGIA AVE, SUITE #520</u>	Address
<u>SILVER SPRINGS, MD 20910</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 INYO COUNTY
AND BID4ASSETS, INC
FOR THE PROVISION OF PROFESSIONAL SERVICES

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

INYO COUNTY

CONTRACTOR

By: _____

By: Jesse Loomis

Dated: _____

Jesse Loomis

Print or Type Name
Dated: 7/14/18

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]
Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

M. Baker
Risk Manager

COPY

* This page is a copy.
Original Sigs will be put
into BOS.

AGREEMENT BETWEEN INYO COUNTY
AND BID4ASSETS, INC
FOR THE PROVISION OF PROFESSIONAL SERVICES

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

INYO COUNTY

By: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Risk Manager

CONTRACTOR

By: Jesse Loomis

Jesse Loomis

Print or Type Name

Dated: 7/14/18

ATTACHMENT A

AND AGREEMENT BETWEEN INYO COUNTY
BID4ASSETS, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES

TERM:

FROM: 10/01/2018 **TO:** 06/30/2019

SCOPE OF WORK:

SEE EXHIBIT "A"

Exhibit A Scope of Work

Web Site Advertising Services for Tax-defaulted Properties:

Consultant to provide Web site services for the Treasurer-Tax Collector of Inyo County California to advertise for auction of tax-defaulted properties. Advertising Web site services will include organizing, posting, hosting, and servicing advertised tax-defaulted properties (including pictures of the properties when needed) and due diligence information up to 75 properties at one time. These advertised properties will be auctioned on the Web site at the direction of the Inyo County Treasurer-Tax Collector. For the duration of each auction, advertising on the Web site will be available to the public twenty-four hours per day, seven days per week ("24/7"). In addition, Consultant will collect information from successful purchasers for use by the county in completion of deed certificates.

According to California law, the Treasurer-Tax Collector may recover the cost of advertising for tax-defaulted property auctions. Auction advertising for three to five weeks is anticipated before the auction. The auction advertising Web site will be developed and maintained to accommodate all necessary aspects of auction advertising acceptable to the County Treasurer-Tax Collector, including advertising of sale results.

Consultant shall, at the direction of the Treasurer-Tax Collector, establish parameters for auction advertising (in terms of time, minimum price, reserve price and settlement terms), develop a Web-based and traditional marketing effort, disseminate due diligence information online to potential bidders, and support the sale of tax-defaulted properties.

Consultant shall assign passwords to registered, pre-qualified bidders. The Treasurer-Tax Collector will determine which bidders are qualified and will provide that information to the Consultant.

Consultant shall send emails to registered users and bidders upon the occurrence of any of the following events: (1) auction advertising information posted online (2) auction commencement (3) bid has been received (4) bidder has been outbid. Consultant shall structure auction advertising so that bidders can bid automatically.

Pre-Qualification of Bidders:

Consultant must structure the auction advertising Web site to be conducted so as to inform potential buyers of certain relevant information concerning California property tax sales and to require potential buyers to acknowledge the receipt of this information as a precondition to bidding on properties. In addition to the acknowledgments mentioned above, the auction advertising Web site may also require that potential bidders submit a qualifying deposit to the Treasurer-Tax Collector demonstrating the bidder's ability to comply with the terms of sale as a precondition to bidding on any tax sale property in exchange for a password from the Consultant enabling those bidders to make a bid. At the sole discretion of the Treasurer-Tax Collector, a qualifying deposit may be waived and other bidder qualifications may be imposed.

Rejecting Bids:

Consultant must structure the auction advertising Web site in a manner that permits the Treasurer-Tax Collector to reject a bid for tax-defaulted properties for any reason whatsoever.

Withdrawing Properties:

Consultant must structure the auction advertising Web site in a manner that permits the Treasurer-Tax Collector to withdraw single or multiple properties from the on-going auction advertising for any reason whatsoever.

Off-line Bidding Option:

Consultant must structure the auction advertising Web site in a manner that enables people without Internet access to bid on tax-defaulted properties via fax or letter.

Confirmation of Successful Bid:

Consultant will notify the successful bidder, at the direction of the Treasurer-Tax Collector, immediately after the auction. Vendor will advertise the results of each tax-defaulted property auction.

Payment:

Consultant must structure the auction advertising Web site so that a bidder must tender payment into the Treasurer-Tax Collector's Account within seventy-two (72) hours or three (3) business days of notification that he or she is the successful bidder. This tender will go towards the property; will offset cost of bid; or will be returned. Various means of payment will be established such as cash, credit card, cashier's check, wire transfer, or any other means as directed by the Treasurer-Tax Collector.

Bidder's Instructions:

Consultant must include a bidders' instruction section on the auction advertising Web site that sets forth the following information: (1) This is a 'buyer beware" sale (2) All sales are where is, as is, and final (3) You must be 18 years of age to bid (4) The minimum price should be listed on the Web site; (5) Auction start date and time (6) Auction ending date and time (7) The Treasurer-Tax Collector's method of pre-qualifying buyers (8) The Treasurer-Tax Collector's right to reject bids for any reason whatsoever (9) The Treasurer-Tax Collector's right to withdraw properties for any reason whatsoever and, (10) Off-line bidding procedures.

Seller's Instructions:

County will provide Bid4Assets data as requested in a bulk asset upload form provided by Bid4Assets. County will provide this data at least two weeks prior to the beginning of the County's Preview period, during which interested bidders may examine the property listings and due diligence online. The County will provide supporting documents in any format available (jpeg, PDF, hyperlink etc.).

Security:

Consultant must provide a secure online environment to protect the confidentiality of the data exchanged. The auction advertising Web site must be hosted on a secure server, using Secured Socket Layers. Site must provide a complete audit trail of all transactions. If Consultant chooses to deviate from these requirements, Consultant must justify the security features of its chosen system to the County.

ATTACHMENT B

AND **AGREEMENT BETWEEN INYO COUNTY**
 BID4ASSETS, INC.
 FOR THE PROVISION OF PROFESSIONAL SERVICES

TERM:

FROM: 10/01/2018 **TO:** 06/30/2019

SCHEDULE OF FEES:

SEE EXHIBIT "B"

Exhibit B

Optional Online Financial Services and Fees

Compensation to Consultant:

For the initial auction, County shall pay Consultant a fixed fee in the amount of one hundred and fifty dollars (\$150.00) per property for each property that is SOLD, REDEEMED, WITHDRAWN or POSTPONED. A \$500 set up fee will be charged for listing less than 50 parcels.

Properties that were unsold or pulled from the site during the initial auction can be reoffered within 90 days in a secondary auction. County shall pay Consultant a fixed fee of one hundred dollars (\$100.00) for SOLD, REDEEMED, WITHDRAWN or POSTPONED parcels only. There is no set up fee for the re-offer sale.

Notwithstanding paragraph 3 (E), no later than ten (10) days from the conclusion of the initial auction and/or reoffer auction, the Consultant will provide an invoice to the County which includes a detailed sales summary report for each winning bidder that includes their name and contact information, the parcel identifiers of the assets won, the deposit amount submitted, and the total amount due to the County.

BidDeposit and Payment Processing Services:

Bid 4Assets will offer County efficient and effective online deposit and payment processing services that pre-qualify interested and streamline the post-sale collection process.

Storefront BidDeposit:

In order to help ensure that only qualified and *authorized* bidders are participating in online auctions, Bid4Assets provides counties with a Storefront BidDeposit method that requires each bidder to place a **single** deposit prior to being allowed to bid on any auction in a Storefront.

At the end of an auction, each winning bidder's Storefront BidDeposit becomes a non-refundable security deposit until complete payment has been tendered to the County.

Counties may offer bidders any combination of the following deposit methods to make a deposit:

METHOD	DEPOSIT LIMIT	AVAILABILITY
Online Check (ACH)	\$5,000	Immediate
Personal or Company Check	No Limit	7 business days
Certified Check or Money Order	No Limit	3 business days
Wire Transfer	No Limit	2 business days

Following an auction, all unsuccessful bidders will receive a refund of their deposit within seven (7) to ten (10) business days after the close of an auction.

Successful bidders' deposits are transferred to the County at the end of an auction. Counties receive the deposits in the form of a bank wire, accompanied by a detailed sales summary report for each winning bidder that includes their name and contact information, the parcel identifiers of the assets won, the deposit amount submitted, and the total amount due to the County.

Winning bidders who do not perform on an auction forfeit their deposit(s) to the County. Transmittal of any funds from Bid4Assets to the county will incur a \$35 fee for the wire.

Payment Processing:

At the County's election, Bid4Assets can provide services to collect full payment from winning bidders at the end of an auction. Bid4Assets will collect the balance due from the winning bidders, combine these funds with BidDeposits, and forward the collected funds three (3) business days after the settlement deadline (as determined by a County) via check. A detailed report of all payments collected will accompany the settlement funds and will include the following for each winning bidder: name and contact information, parcel identifiers of these assets won, total amount due (including any documentary transfer tax or recording fees), and total amount paid.

Fee for Bid4Assets' Online BidDeposit Service:

County may elect to have Bid4Assets provide Storefront BidDeposit services. The fee for Storefront BidDeposit services will be paid by all winning bidders. There is no direct cost to the County for these services.

The County is requiring a pre-bid deposit in the amount of \$2,500.00.

The County elects to use:

OPTIONAL STOREFRONT BIDDEPOSIT SERVICE FEE:

TYPE	AMOUNT
<input checked="" type="checkbox"/> BidDeposit Per Storefront	\$35.00 per deposit paid by the depositor
<input checked="" type="checkbox"/> Payment Processing	\$35.00 per parcel paid by the winning bidder
<input type="checkbox"/> Overage Payment Refunds	<p>\$50.00 per overage refund taken out of the winning bidder's proceeds.</p> <p>Bid4Assets will only send the amount due as reflected in County's auction settlement report for each winning bidder.</p> <p>Any additional funds received over the total amount due will be directly disbursed to the winning bidder minus a \$50.00 processing fee.</p> <p>If an overage is \$50.00 or less, Bid4Assets will retain this overage.</p>

**Funds Acceptance Authorization
Inyo County**

Bid4Assets offers a number of methods by which bidders may submit deposit funds. Some methods of acceptance of funds are more secure than others. Bid4Assets generally recommends that wire transfers should be used as the most secure method of receiving deposit funds up until the close of business the day prior to the start of an auction.

Please authorize the funding methods to be used for the County's auction(s):

Method	Deposit	Funds Limit
<input type="checkbox"/> ACH Transfer	County defined. Recommended due by 5:00 PM ET five (5) business days prior to the start of the auction	\$5,000 per account
<input checked="" type="checkbox"/> Wire Transfer	Due by 5:00 PM ET two (2) business day prior to the start of the auction	Unlimited
<input checked="" type="checkbox"/> Certified Check/Money Order	Due by 5:00 PM ET three (3) business days prior to the start of the auction	Unlimited
<input checked="" type="checkbox"/> Business/Personal Check	Due by 5:00 PM ET seven (7) business days prior to the start of the auction	Unlimited

Please indicate your acceptance of the above funding methods.



Signature

Alisha McMurtrie

Name

Treasurer-Tax Collector

Title



Date

ATTACHMENT C

AND **AGREEMENT BETWEEN INYO COUNTY**
BID4ASSETS, INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES

TERM:

FROM: 10/01/2018

TO: 06/30/2019

SEE ATTACHED INSURANCE PROVISIONS



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: Alisha McMurtrie, Treasurer-Tax Collector

FOR THE BOARD MEETING: August 28, 2018

SUBJECT: Award contract for Electronic Payment Services to JetPay Payment Services, FL, LLC. as a result of TTC RFP 2018-01.

DEPARTMENTAL RECOMMENDATION:

Request your Board:

- A) approve the Contract between the County of Inyo and JetPay Payment Services, FL, LLC., for the provisions of countywide electronic payments services, for the period August 28, 2018, through August 27, 2021 and authorize the Chairperson to sign and;
B) authorize the Treasurer-Tax Collector to sign the Contract and all subsequent merchant agreements.

SUMMARY DISCUSSION:

Accepting all forms and methods of electronic payments is a much desired service our clientele is demanding. A few County departments have been accepting some form of electronic payments since 2007. The time has come for us to embrace the payment processing industry standard methods of payments. This will include credit card, debit card and e-check payments for any department who currently bills and collects payments. We need to make available all forms of payments, as well as methods of payments. We will be looking to add expanded, more user-friendly public portals to encourage our clients to remit their payments via the web, IVR (telephonically), on their mobile phones, and at points of sale in department locations. We are coordinating this effort with the IT Department as they develop the new website to incorporate a cohesive Inyo County branded experience for our users.

Our current vendor ACI Worldwide has been a partner of the County since 2007, but is no longer meeting the needs of the County or its clients. As a result, in May 2018, this office issued TTC RFP 2018-01 for Cashless Commerce Services. We had three responses to the RFP including JetPay Payment Services FL, LLC., LexisNexis Payment Services and Government Payment Services, Inc. While all three companies provide similar, industry standard services, Inyo County has some special needs areas we wanted to address through this process.

We have several departments that accept payments in remote area locations that have either limited, spotty internet and cell phone access, or none at all. Our Sheriff's Animal Control Division provides services in Charleston View where there is not even cell service. They must take cash or checks as payment. Our Solid Waste Department has transfer stations in the same position. The Tax Collector would be in a position to accept payments onsite when posting properties for tax sales. The RFP asked for a solution to accepting electronic payments where there was no internet, landline, or cell phone access. Only JetPay offered a solution to this issue.

The cost of providing these services was also a major factor in the decision to recommend JetPay. Their costs for credit/debit card use was slightly lower, but, in line with the other respondents, but their e-check costs were considerably lower. Their quoted price of 2.25% + \$0.25 per transaction is lower than our current vendor whose rate is 2.5%. Our current vendor charges \$3.00 for e-checks up to \$10,000.00, where JetPay quoted \$0.50 per e-check. These are significant potential cost savings to our clients who choose to utilize electronic payments. Most government services pass the transaction fees onto the client. In some instances, such as the Eastern Sierra Museum, it is easier to absorb them and remit the payment directly to the service provider. We would assess the department needs and act accordingly. In cases where the department would choose to absorb the costs, they would be required to return to the Board and increase the corresponding fee schedules.

A new feature is the willingness of JetPay to interface with our current software systems to make payment posting as seamless as possible. In my department this would result in time savings during the posting process, as well as minimizing data entry errors. All respondents made this available to the County.

One other exciting feature only JetPay offered is the ability to use their internal communication platform where we can set up both email and text message blasts to clients who sign up for them. This includes notifications of bills issued, due and delinquent. Inyo County currently does not have this type of service in production or development. This is especially useful as we are looking to offer the County Water Systems clients the option of electronic payments and now e-billing.

As the County Treasurer, I was also looking for a solution to partner with the Special Districts to see if we could include them under our umbrella and access these services for them. JetPay has agreed to coordinate this effort. It is my intention to expand these services to any District that is a member of the Treasury Pool after the County is fully developed and online.

Lowest bid for costs, provided a solution for a long-standing County issue in our remote areas and additional communications platforms for our use are just a few of the important reasons I am recommending the Board award the contract to JetPay Payment Services FL, LLC.



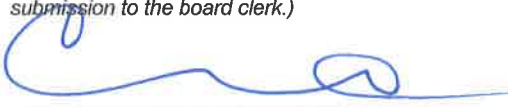


ALTERNATIVES:

Your Board could choose not to award the contract to JetPay Payment Services FL, LLC. I do not recommend this action as JetPay was the lowest bidder while meeting the most requirements of the RFP. If your Board does not award the contract to JetPay, we will continue the current relationship with ACI Worldwide. This is also not recommended due to the unresponsiveness of the vendor to the needs of the County. Your Board could direct the Treasurer-Tax Collector to re-issue the RFP. I do not recommend this action as the current respondents have demonstrated their ability to perform the services requested.

OTHER AGENCY INVOLVEMENT:

FINANCING:

This service will be cost neutral to all departments who pass on the convenience fees to the customer. For those who choose to absorb the fees, the costs will be dependent upon the cost of the service/sale involved and in line with the quoted prices in Exhibit B-Fee Schedule. Any such absorbed cost will be funded by the corresponding department.

<u>APPROVALS</u>	
BUDGET OFFICER: 	BUDGET AMENDMENTS <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved:  Date <u>6/28/2018</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:  Date <u>8/16/2018</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  Date: 8/17/18
 (Not to be signed until all approvals are received)

(The Original plus 14 copies of this document are required)

**AGREEMENT BETWEEN COUNTY OF INYO
AND JETPAY PAYMENT SERVICES, FL, LLC "JETPAY"**
FOR THE PROVISION OF CASHLESS COMMERCE SERVICES SERVICES

INTRODUCTION

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

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, 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 ALISHA MCMURTRIE, whose title is: TREASURER-TAX COLLECTOR. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

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

2. TERM.

The term of this Agreement shall be from AUGUST 28, 2018 to AUGUST 27, 2021 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 AMOUNTS DESCRIBED IN "EXHIBIT B" FEE SCHEDULE 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, ETC.

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

7. COUNTY PROPERTY.

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

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

8. WORKERS' COMPENSATION.

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

9. INSURANCE.

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

10. STATUS OF CONTRACTOR.

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

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

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

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

11. DEFENSE AND INDEMNIFICATION.

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

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

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

12. RECORDS AND AUDIT.

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

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

13. NONDISCRIMINATION.

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

14. CANCELLATION.

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

15. ASSIGNMENT.

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

16. DEFAULT.

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

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-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	
TREASURER-TAX COLLECTOR	Department
168 N EDWARDS ST	Street
INDEPENDENCE, CA 93526	City and State

Contractor:	
JETPAY PAYMENT SERVICES, FL, LLC	Name
316 SOUTH BAYLEN ST. STE 590	Street
PENSACOLA, FL 32502	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 JETPAY PAYMENT SERVICES, FL, LLC**
FOR THE PROVISION OF CASHLESS COMMERCE SERVICES SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Christopher F. Battel
Signature

Christopher F. Battel
Print or Type Name

Dated: 8/13/2018

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

S. Dishon/wdc
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

M. Baker/wdc
County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO
AND JETPAY PAYMENT SERVICES, FL, LLC
FOR THE PROVISION OF CASHLESS COMMERCE SERVICES SERVICES**

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

COUNTY OF INYO

CONTRACTOR

By: _____

By: _____

Signature

Dated: _____

Print or Type Name

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel



APPROVED AS TO ACCOUNTING FORM:

County Auditor



APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND JETPAY PAYMENT SERVICES, FL, LLC
FOR THE PROVISION OF CASHLESS COMMERCE SERVICES SERVICES**

TERM:
8/28/2018 8/27/2021
FROM: _____ **TO:** _____

SCOPE OF WORK:
SEE ATTACHED "EXHIBIT A"

"EXHIBIT A"

SCOPE OF WORK

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision and management, and pay all taxes required to complete the project described below:

Contractor shall provide County with a comprehensive, web-based electronic Payment System, which shall be a fully developed application that has the ability to index, extract and display all payment information and collect various types of payments to be held in trust and transferred to County as stipulated herein. Contractor services shall include electronic payments made via IVR and phone based customer service, accessible via a toll-free number, as well as payments made via mobile platforms.

County shall have the ability of activating electronic payment options for customers using Point of Sale (POS) or other online payment methods. The County's Fee Schedule for fees charged at different departments may be changed from time to time and Contractor shall accommodate such changes, accordingly.

Contractor's website and system provisions shall be PCI compliant and meet all industry standards for a secure payment environment. Contractor shall guarantee that Payment System shall be distinctly separate from County and that no privacy and/or personal information shall migrate or trespass from any User to any County system or website.

Contractor's website shall be ADA Section 508 compliant.

Contractor's site and system provisions shall have an expected uptime in excess of 99%.

Contractor shall provide standard reports to County at no additional fee or cost. These reports shall be available to the County Treasurer-Tax Collector and any County Department using the Payment System. County shall be able to request additional customized reports that shall be provided to the County Department at no additional cost or fee.

Contractor shall transfer payment files on a daily basis. While next day credit will be a valued service consideration during the selection process, Contractor shall deliver payments to County no later than the 3rd business day following, but not including, the day of the transaction by means of an Electronic Funds Transfer (EFT) to County's designated bank account per agreement in the Model Contract (Exhibit C) which by its reference herein is made part of this contract.

Contractor shall contact contracted County contacts prior to ANY changes or testing being made to the Payment System, it's interaction, deliverables, timelines or timeliness, or any material alteration that may be perceived or have any consequence to the County and/or County Departments using the Payment System in any manner in accordance with County Contact List incorporated herein. In the event that Contractor is not certain of the implication of a change, Contractor shall contact County and allow County to be prepared in the event there is a consequence.

Prior to going live, Contractor shall provide *at a minimum* one day (8 hours) of over the phone or other remote training methods for County staff. This training session shall include setup, report creation/modification, local management of County Department payment center requirements, payment tracking, refunds excluding ACH debits, and trouble-shooting using Customer Service or Contractor Reports if needed. Ongoing support shall include follow-up to all of the above, access to a Help Desk and a dedicated Account Manager. Additional training and/or reports shall be provided as required. Contractor shall provide at least 30 days of close oversight to the new application of the Payment System, and any additional electronic service implemented, such as recurring electronic payments. **Contractor shall provide, at no additional cost, in person support to County should all remote methods of correction fail during training and/or setup.**

This Agreement shall be in effect upon the date of full execution and has an initial term of three (3) years ("Initial Term"). This Agreement shall automatically renew for successive one (1) year periods (a "Renewal Term"), unless either party provides written notification to the other party in accordance with Section 14 of this Agreement.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND JETPAY PAYMENT SERVICES, FL, LLC
FOR THE PROVISION OF CASHLESS COMMERCE SERVICES SERVICES

TERM:

FROM: 8/28/2018 **TO:** 8/27/2021

SCHEDULE OF FEES:

SEE ATTACHED "EXHIBIT B"

"EXHIBIT B"

FEE SCHEDULE

TRANSACTION FEES:

Credit/Debit Cards	2.25% + \$0.25 per transaction
E-Checks	\$0.50 per transaction
Chargebacks	\$10.00
Returned Checks(fee paid by customer)	\$20.00

The following items and services are offered at no additional charge to the County or its constituents:

E-Billing	\$0.00
IVR	\$0.00
Installation/Implementation Fee	\$0.00
Training	\$0.00
Customization Services	\$0.00
Software Maintenance	\$0.00
Hosting	\$0.00
Licensing	\$0.00
Support	\$0.00
2nd Year Maintenance	\$0.00
3rd Year Maintenance	\$0.00
EMV Equipment per device	\$0.00



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 Closed Session Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: August 28, 2018

SUBJECT: The Final Inyo National Forest (INF) Forest Plan Revision and Final Environmental Impact Statement (EIS)¹.

RECOMMENDATION:

- Receive a presentation from INF Supervisor Tammy Randall-Parker and Resource and Planning Staff Officer, Leeann Murphy on the Final INF Forest Plan Revision and Final EIS;
- Receive a review by planning staff on the comments previously submitted by the County and how they relate to the Plan Revision and EIS; and,
- Provide direction to staff regarding a possible Objection letter.

SUMMARY DISCUSSION: The INF released the Final Forest Plan Revision and Final EIS on August 4, 2018. Staff has reviewed and analyzed it against the comments the County provided throughout the Plan's development and encapsulated in a comment letter on the Final DRAFTs sent to the INF in August, 2016 (Attachment - August 2016 comments and comparison to Finals). The Final version has selected Alternative B-Modified and is very similar to the Draft version. In general, changes include:

- Recreation management areas changed based on expectation of the area and existing infrastructure
- A new Recreation Opportunity Spectrum category for winter recreation
- No longer includes Critical Aquatic Refuge designations, now has Conservation Watersheds
- Some changes to the Fire Management Areas in areas with a high potential for cheatgrass proliferation after fires (Attached - review of changes from Alternative B to Alternative B-Modified).

Several main areas of concern were consistently expressed by this and previous Boards during the Forests' planning efforts and the County's comments reflected them, they are:

- losses to multiple uses on the Forest (grazing, certain types of recreation and mining);
- increased land area being recommended for wilderness and other restrictive designations;
- road closures;
- losses to the full range of recreation opportunities;
- losses of economic opportunities provided by the forests due to additional restrictive designations; and,
- potential changes to the County's culture that is largely based on traditional uses of the Forest.

Overall, most of the County's comments were incorporated or explanations were provided as to why changes were not made to the Final based on them. The County can still choose to send an objection letter to the INF. If so, it needs to be submitted 60-days after the public notice was published in the Inyo Register announcing the release of the Final Plan and EIS. This happened on August 4, 2018, making

¹ The Final Plan Revision and EIS can be found at: <https://www.fs.usda.gov/main/inyo/landmanagement/planning>

October 3, 2018 the last day to submit an objection letter. The expectations of the INF on an objection, is to resolve concerns before the Final Plan approval. A meeting will be set for a County representative(s) to meet with the Reviewing Officer to try to work out any concerns based on an objection letter.

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

FINANCING: General fund resources are utilized to monitor planning work in the Forest.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>
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: 8/21/18

Attachment - August 2016 comments and comparison to Finals

In August 2016, at the direction of the Board staff sent a comment letter to the Inyo National Forest (INF) regarding the Draft Forest Plan Revision and accompanying Draft Environment Impact Statement (DEIS). Staff also prepared letters to the Sierra and Sequoia National Forests with comments addressing their Forest Plan updates that primarily focused on fire management practices and smoke impacts on Inyo County.

The INF has released the Final Forest Plan Revision and Final EIS. The following is a review of the comments provided in August, 2016 on the Drafts and how they were or were not addressed in the Finals.

Wilderness – Comment 8/2016

Although, in general, the County would prefer that no new wilderness be added as so much of the County is already designated wilderness, the County did provide a letter of support for the Forest's process in evaluating and recommending areas for potential wilderness in the preferred alternative B and still believe that these areas have been selected appropriately by the Forest, and are, for the most part, benign with regard to loss of multiple uses.

The Board, therefore, supports the proposed wilderness additions in Alternative B with two suggested boundary adjustments and one addition. These proposed areas are:

- White Mountains East
- White Mountains West
- Piper Mountain
- South Sierra

The County's proposed changes are:

1. The South Sierra Wilderness boundary be pulled back westward to about the 6,000-ft contour line as the eastern section, as it is depicted now it does not possess much in the way of wilderness characteristics. This area is visually scarred with roads, powerlines and views to Highway 395, as well as views to old mines and mining roads. It also has an unauthorized road (per the Travel Management Plan) into Talus Canyon that is enjoyed by off-road enthusiasts that should not be included in recommended wilderness. The area also includes several pipelines, fences, an earthquake monitoring station and a wildlife guzzler. The 6,000-ft contour line also corresponds with the eastern boundary of the adjacent wilderness area to the north that extends to Olancho before broadening out towards the east. By moving the boundary line west to the 6,000-ft contour line much of this area that has obviously been trammled by people would be removed.
2. Due to the lingering questions regarding unauthorized roads and the way they have been identified, the Board proposes that the Piper Mountain wilderness boundary be adjusted back to the east along the western boundary and to the north at the southwest boundary, at a distance that will remove the unauthorized roads located in the area.
3. The Board suggests that the northwest section of the Deep Springs North proposed wilderness area (proposed in Alternative C), be added to the proposed areas included in Alternative B.

The INF Forest Supervisor has selected Alternative B-Modified for the Final Forest Plan Update including the wilderness recommendation. Alternative B-Modified has the exact same suggested wilderness areas as Alternative B (Map attached). The wilderness recommendation is without the County's suggested boundary changes. This is not really contrary to the County's comments as the

boundary changes were suggestions and the original comment supported the process in the selection of the wilderness additions in Alternative B. The areas identified for wilderness inclusion in Alternative B are the same in Alternative B-Modified.

With regard to recreation opportunity in the wilderness, the Board would like to reassert that not everyone can hike or ride a horse into an area to enjoy wilderness characteristics. The Forests should not discriminate by means of access. By not allowing for future roads that could provide access to dispersed camping opportunities and opening the wilderness experience to a broader range of people, the forests are favoring a specific recreation group while denying equal access to some public lands. We ask that the Forest Service please be cognizant in this and all Forest planning efforts of the aging and disabled people who also want to enjoy a wilderness experience. The County still has concerns about how areas that are included in wilderness recommendations and/or as wilderness study areas are managed as wilderness and therefore are indirectly – wilderness. This continues to be an issue for the County as there is already over 60% of the County's land area in wilderness designations and with many areas that are already recommended or are a wilderness study area. The County also requests that language be added that states that access to all wildlife guzzlers will remain open in perpetuity and not be decided on a case by case basis.

The way wilderness is managed has not changed and cannot be changed by the Forest Plan Revision. Wilderness will continue to be roadless. With regard to the guzzlers, since wilderness will still be roadless, the continued upkeep of guzzlers will still need to be approved on a case by case basis by the INF and there will still be issues in accessing the guzzlers located in wilderness.

Critical Aquatic Refuges – Comment 8/2016

The County has similar concerns about Critical Aquatic Refuges as it does with wilderness in that they can potentially limit access to multiple uses. The County favors Alternatives B and D with regard to Critical Aquatic Refuges since they only include one additional area and provide for a faster pace and scale of restoration as they allow for higher use of mechanical treatments. Due to the extent of the Critical Aquatic Refuges proposed in Alternative C, the County is concerned about the potential impacts to multiple uses that could occur, particularly with respect to mining and motorized recreation. Based on the discussion in the DEIS, it is understood that changes proposed to the management direction for Critical Aquatic Refuges is minimal; if this is not the case, the County would be concerned about Alternatives B and D, as well.

The Critical Aquatic Refuge (CAR) designation has been eliminated and replaced with Conservation Watersheds (map attached). Forestwide, there are fewer areas with this designation than there were CARs. In Inyo County the number has stayed at one, but changed from Birch Creek to Cottonwood-Crooked Creek Headwaters, located in the far northern area of the County and shared with Mono County. The Conservation Watershed approach is more holistic than the CARs were. CARs focused on specific waterbodies and some of the area surrounding them, Conservation Watersheds focus on the entire watershed area of a specific waterbody. Also, language that was included, as a Potential Management Strategy in the Draft Revised Plan for CARs, to consider seeking withdrawal of lands in CARs for location and entry under federal mining laws, is not included for Conservation Watersheds. These areas are also not considered roadless unless they are located within a wilderness area. All of the area in Mono County within Cottonwood-Crooked Creek Headwaters Conservation Watershed is

also in wilderness the section in Inyo County will have its northern area also within the new wilderness additions of White Mountain East and West.

Riparian Conservation Areas – Comment 8/2016

These buffer areas have been added around all of the streams in the Forest, including: perennial, seasonally flowing streams (intermittent and ephemeral streams), special aquatic features (including lakes, wet meadows, bogs, fens, wetlands, vernal pools, and springs), and other hydrological or topographic depressions without a defined channel. The Riparian Conservation Areas remain consistent throughout the alternatives and are of concern to the County as the management strategies for them can limit access to multiple uses, such as agriculture. Based on the discussion in the DEIS, it is understood that changes proposed to the management direction for Riparian Conservation Areas is minimal; if this is not the case, the County would object to the specific policy guidance that is being altered.

Minimal changes have been made with regard to the Riparian Conservation Areas. Some of the management strategies presented in the Draft that could have potentially affected multiple uses were removed. Grazing is to be managed to attain the Desired Conditions of the Riparian Conservation Area and not eliminated. If an area is found to be in decline due to grazing activities, they will be regulated through the Rangeland Analysis and Planning Guide document grazing section and not through the Plan Revision. In the Final Plan Revision most management direction related to grazing is referred out to the Rangeland Analysis and Planning Guide since it is the Forest Service's official grazing management document.

Wild and Scenic Rivers – Comment 8/2016

The plan identifies six streams in Inyo County that are eligible for wild and scenic designation they are:

- Cottonwood Creek, located west of the Owens Dry Lake, it has sections of wild, scenic and recreation characteristics;
- Lone Pine Creek, located west of Lone Pine and runs through Whitney Portal, it has sections of wild and recreation characteristics;
- Oak Creek, located west of Independence, it has sections of wild and recreation characteristics
- North Fork Big Pine Creek, located west of Big Pine, it has sections of wild and recreation characteristics;
- South Fork Bishop Creek, located northwest of Big Pine, it has sections of wild and recreation characteristics;
- Rock Creek, located northwest of Bishop, it has sections of wild and recreation characteristics.

The County remains concerned about these eligibility decisions as they work similar to how the wilderness management directives do, and include management strategies that include desired conditions, guidelines and standards for achieving and/or maintaining the desired conditions that can be restrictive to multiple uses. Also, like wilderness, eligible wild and scenic rivers are managed as if they are already designated which can also impact multiple use and maintenance of infrastructure, as well as the full range of recreation opportunities. Therefore, it is requested that the Plan include measures to ensure access and multiple uses within eligible wild and scenic rivers in the interim. The County may object to future designations, depending upon the specifics of any management plans being considered.

All of the streams mention in the 8/2016 comments are still included in the Plan Revision and two new streams located in Inyo County have also been added (map attached). These additions include a section

of the Middle Fork Bishop Creek to be designated as wild and a section of Division Creek as recreational. The interim management requirements for streams identified as eligible for Wild and Scenic River designation have not changed and they are managed, under the Interim Protection Measures as set forth in the Wild and Scenic Rivers Act, much like they have already been designated. For streams identified as "eligible" this protection period is for three years or until the congressional decision to officially designate them. These requirements come from the Wild and Scenic River Act and are included in Forest Service Handbook and can be found by reference in the INF Final Revised Plan. There are management directives in the Forest Service Handbook for the streams identified as eligible. These directives do not fully prohibit multiple uses, but do have particular restrictions based on the designation (wild, scenic or recreation, wild being the most restrictive). Most of this is expressed by the management directives as the activity in question must be conducted in a manner that minimizes surface disturbance, sedimentation, pollution and visual impairment.

Species of Conservation Concern – Comment 8/2016

The Species of Conservation Concern list is consistent throughout the Alternatives and the County has commented at every chance on the length of this list and its potential effects on access, a vibrant economy and the local culture. This list currently has 4-mammals, 4-birds, 3-amphibians, 1-fish, 10-terrestrial invertebrates, 5-aquatic invertebrates and 105-plants. Subsequent habitat protection for these species could further affect the County's stated priorities, especially with regard to losses of multiple use opportunities. Although the County supports actions to keep species off of Federal and State Lists, it has also provided comment on the method used to choose these species and still believe that the list should be developed based on all of the best available scientific information and not just the Nature Serve ranking system and should be balanced with the other plan objectives.

The Species of Conservation Concern list included with the Final Plan Revision has: 3-mamals, 6-birds, 3-amphibians, 1-fish, 7-terrestriial invertebrates, 3-aquatic invertebrates, and 106-plants. Overall there are 3 less Species of Conservation Concern then there was on the Draft Plan Revision list. The methodology for choosing the species on this list did not change from the Draft version and it still relies heavily on the NatureServe database.

Sustainable Recreation – Comment 8/2016

The County maintains that the term sustainable recreation should apply to all recreation types - not just primitive. Since Alternatives B and even more so D, allow for the greatest range of recreation opportunities in the suggested ROS categories, the County supports their approach to sustainable recreation. Conversely, Alternative C would result in an unbalanced set of recreation choices on the Inyo that tips heavily towards primitive, which is the most restrictive designation. The primitive ROS designation is used considerably less in Alternatives B and D leaving more areas open to recreation that can be accessed by motor vehicles. Alternative D provides more area in the roaded modified category than the other alternatives. This category makes sense for the areas it has been used on in Alternative D as there is mining, grazing and more off-highway-vehicle use areas within them. Alternative D best aligns with the County's previous comments and priorities with regard to recreation as there would be more access provided for a wider range of recreation opportunities.

With regard to sustainable recreation and a fair approach to access, the Forests might consider using ROS designations to manage the types of recreation uses on certain forest land instead of by wilderness designations. Most of the area in the proposed wilderness under Alternative C, if managed

as semi-primitive-motorized, could provide access to a wilderness experience by those who cannot access it otherwise. Not everyone is able to hike or ride a horse into wilderness areas and much of the areas that are identified as potential wilderness in Alternative C already have old roads crisscrossing them. It is also notable that under Alternative C the DEIS includes the prohibition of bicycle use in the wilderness areas that even further impacts access. As a means to provide a full range of sustainable recreation opportunity, the Forest Service should look at adding some of the unauthorized roads into the Forest's road system to be used for access to additional semi-primitive-motorized recreation opportunities. The semi-primitive-motorized designation also provides protection as it calls for an area to be characterized by a predominantly natural-appearing environment with minimal on-site controls. The County asserts, as it has from the onset, that the Forest should revisit unauthorized roads and their relationship to the Inventoried Roadless Areas. If these roads were already established prior to the Inventoried Roadless Area identification then they should be treated as system roads. It is obvious by visiting them that many are still important for sustainable recreation opportunities. They should also not be included within Inventoried Roadless Areas and considered as such when evaluating new wilderness area designations.

The County also feels that the method used to identify the potential wilderness areas in Alternative C seem somewhat disingenuous or manipulated. Through the Travel Management process many roads were closed, or labeled as unauthorized. Now the same areas are proposed as having wilderness characteristics. Many of these roads are still in use, mapped incorrectly, are clearly visible and should be reevaluated as they are providing recreation opportunities. The clear manipulation is further demonstrated by the need to cherry stem authorized roads deep into proposed wilderness areas. In some cases the areas proposed are bisected from multiple directions evidencing the non-wilderness character of the area. The rugged and inaccessible nature of these areas provides a natural barrier to road proliferation and a buffer to current wilderness. It would have seemed less subversive if wilderness areas had been identified without the use of the Inventoried Roadless Areas (IRA), as many of these roads have not been fully evaluated for resource restrictions.

The Forest has selected Alternative B Modified. The County's previous comments indicated that it is alright with Alternative B, but would prefer Alternative D, as it identified more areas in the Sustainable Recreation section with the Roadless Modified designation that allows for more access to multiple uses and variety of recreational uses. The method used to identify wilderness and the selection of Alternative B-Modified also did not change the areas identified for wilderness inclusion. Wilderness areas are no longer included in the Recreation Management Areas, however. The County's comment on Inventoried Roadless Areas was not incorporated into a new or different methodology for identifying wilderness.

Scenic Integrity – Comment 8/2016

The County finds that the Forest Plan's scenic integrity objectives and a scenery management system to inventory, analyze, and monitor scenic resources on Forest Service land a sensible approach to protect the character and the public's expectation of the landscape. It also makes sense that the Forest has adopted an adaptive approach to scenic management that works in harmony with ecological factor goals, habitat restoration plans and projected recreation opportunities. The County prefers Alternative B and even more so Alternative D with regard to scenic integrity. The management approach adjusts scenery and recreation settings to be in line with restoration activities as well as adaptation of sites and infrastructure to meet the needs of changing demographics, budget constraints,

and climate change. In the Draft Plan, streamlining and simplification are included in the standards and guidelines to allow for increasing the pace and scale of restoration projects designed to reduce the risks associated with large, high-intensity wildfires, drought, insect outbreaks, and climate change. The preference for Alternative D stems from how the scenery management system applies to the landscape. The scenery management system categories match with potential wilderness proposals; therefore, since Alternative D has less area managed for very high scenic value (in a more natural state, associated with wilderness) it is preferred by the County. Alternative C, conversely, has the greatest amount of area to be managed at the very high level, which would have more potential to impact multiple uses and the provision of the full range of recreation opportunity. Alternative C also includes plan direction to maintain and improve denser forests conditions, which incorporates more risk of some effects to scenic stability from large wildfires. This could impact the County's air quality through larger high intensity wildfire smoke.

Alternative B-Modified was selected for the Final Forest Plan Revision. This is for the most part in alignment with the County's comments although the previous comment did state a preference for Alternative D due to the overall less proposed wilderness and less restriction on multiple use, more intensive fire prevention treatments and more recreation options.

Fire Management – Comment 8/2016

The County is deeply concerned about fire management and smoke effects. Many of the large fires that burn in our neighboring forests and parks result in very poor air quality in Inyo County and primarily the Owens Valley where a majority of the County's population lives. The County prefers the fire management strategies provided for in Alternative D as it includes a more aggressive approach to fuel treatments, and provides for more strategic areas for the control and containment of wildfires. Alternative D also has fewer funding and resource limitations than the other alternatives. The projected size of fires and estimated smoke emissions is projected to increase throughout the alternatives due to the current conditions of the forests; however, this is less so in Alternative D. Fire does not discriminate based on use designations or habitat restrictions. All of the forests and their inhabitants, and all of the surrounding communities are negatively impacted by large wildfires; therefore, it seems sensible to the County to reduce fire risk to the highest degree possible and employ the most aggressive wildfire management methods. In addition, the County would like to see more use of grazing, controlled burning and the promotion of bio-fuel production in the fire management strategies.

The INF selected Alternative B-Modified for the Final Plan Revision. The Board commented that it wanted to see Alternative D selected due to the more aggressive approach to fire management and suppression. The new Modified B Alternative is similar to Alternative B in the Draft version with additions to management strategies. With regard to the previous comments, a Potential Management Approach was added to Alternative B-Modified that directly addresses the County's comment about using grazing, controlled burning, and mechanical treatments to lower fire risks. Also, the Final Plan Revision took out much of the area included in the lower elevation sections of the Sierra escarpment from the wild fire restoration zone and put it in the general protection zone. These are areas that are prone to cheatgrass proliferation after a fire event. This designation provides for a more aggressive approach to fire protection measures that aligns better with the County's comments, but not to the extent as if Alternative D had been selected.

Adequacy of the Documents – Comment 8/2016

With regard to the adequacy of the documents, the County has been reviewing and commenting on the Forest Plan Revision process since it started and has been consistent with the comments it has provided. One of the first of these comments was an opposition to combining all three Forest's into one EIS. It has been, and still is, the County's opinion that the Inyo National Forest has not been represented fully in the DEIS and the County's comments have been underrepresented due, in part, to putting all three together. The Inyo is quite different than the Sierra and Sequoia Forests resulting in different issues that needed to be evaluated. For example, timber is used in the DEIS as the measure for evaluating the benefits to people. Timber has always been a very small fraction of the Inyo's operations and therefore its benefits to people are negligible. To add to this disconnect, the DEIS points out that the distance to accessible sawmills, particularly with regard to the Inyo, will continue to make commercial forest product opportunities limited. It may make sense to use timber in evaluating the benefits to people for the Sierra and Sequoia as they do have a far more extensive timber history and likely future. Other factors would have been better indicators for the Inyo, such as grazing, recreational use, or water. Benefits to people as it is currently evaluated do not appropriately apply to the Inyo and therefore, this evaluation in the DEIS is insufficient.

The INF Plan Revision was eventually separated out from the Sierra and Sequoia for the Final version. This is exactly what the County requested consistently with its comments throughout the planning process. The updated EIS also includes additional and more in depth analysis of economic contributions and their consideration as Benefits to People beyond timber production. This includes recreation and tourism, grazing, water provision and biomass utilization for energy. This is in direct alignment with the County's comments and much of what the County provided in the way of information and data was utilized by INF staff. Multiple uses were treated somewhat differently in the Final Plan Revision based on these new evaluations. The language included in the Final Plan Revision is less restrictive with regard to multiple uses and more of the management directives for them come from the Forest Service Handbooks related to specific activities. This puts the management of multiple use activities more at the project level and less within Forest Plan document.

Cumulative Effects – Comment 8/2016

There has been a significant amount of various Forest planning efforts in the recent past. The County does not believe the impacts from all of these plans, together with the Plan Revision, was adequately addressed, especially with regard to impact on the County's economy from losses to multiple use and certain recreation opportunity types. These other plans include the Travel Management Plan, all the Endangered Species habitat plans, past wilderness designations, and past wilderness recommendations/study areas that are still being managed as wilderness.

No changes were made addressing cumulative effects based on this comment. The INFs response to this comment is: "The final revised plan is not expected to result in changes to the types of recreational opportunities available on the Inyo National Forest. There are also no expected changes to grazing use on the Inyo as a result of the final revised plan. The final revised plan does have the potential to result in cost increases for current grazing allotments that are located within the areas recommended for consideration for wilderness. However, there are no expected cost increases to these grazing allotments associated with past decisions. Therefore, no additional cumulative effects to recreational or grazing use are expected."

Socio-economics – Comment 8/2016

The County found the economics supplemental report prepared for the Plan Revision and DEIS to be a very well written and comprehensive document. The extent that the Forest staff included the County's comments, information and data is remarkable and greatly appreciated. The report provides an appraisal of the Forest's impacts on the local economies of the surrounding communities. For the Inyo, many of the factors expressed are very well aligned with what Inyo County experiences. These factors and much more of the report should have been better incorporated in the DEIS analysis especially with regard to the alternatives. For example, the report states: 'As of 2010, timber activity on the Inyo National Forest is minimal and timber sectors jobs in the counties bordering the Inyo National Forest made up very little of total private sector employment', and yet timber was used as the measure of the 'benefits to people'. The report also points out the importance of grazing to the local economy, but an evaluation of potential increases of available grazing allotments was not considered. Most striking though, was the lack of analysis in the DEIS with regard to increases in recreation opportunity. The supplemental report states that: In 2010 travel and tourism related industries comprised almost 50-percent of jobs in the counties bordering the Inyo National Forest. . . This statistic includes many types of recreation and not all of it is allowed in wilderness or other designated areas. An evaluation of losses to certain recreation types from wilderness, wild and scenic rivers, riparian conservation areas, and critical aquatic refuge designations, as well as habitat losses due to the species of conservation concern list, would have provided a far more complete range of impacts throughout the alternatives the Forests' have on the surrounding communities. One of the alternatives, perhaps D, could have also provided an analysis of how much and where additional recreation opportunities could be found on the Forests, outside of budget constraints, just in case additional funding can or will be found in the future. By not doing so, the DEIS did not provide a full range of alternatives and the Forest Plan does not adequately address growth demands.

The updated EIS includes additional and more in depth analysis of economic contributions and their consideration as Benefits to People beyond timber production. This includes recreation and tourism, grazing, water provision and biomass utilization for energy. This is in direct alignment with the County's comments and much of what the County provided in the way of information and data was utilized by INF staff. Grazing was more thoroughly examined in the Final EIS. Additional review of various recreation opportunities (developed) based on stated future demand as part of the EIS was not conducted, however, and the budget realities of the INF were cited again as the reason for this, and is stated as: "national forest base funding and staffing levels remain constant and representative of current trends across alternatives and for the life of the plan". The EIS did not look at potential losses to local economies based on the additions of restrictive designations that will affect some multiple-uses either, as requested by the County.

Multiple Use – Comment 8/2016

Along these same lines, the County has consistently commented on the importance of multiple-use on the Inyo and how the losses of historic multiple use opportunities could affect the local economy. The economic analysis also pointed out the importance of mining and especially cattle ranching to the local economy. In addition, it shows the ability of these multiple use employment types to provide living wage jobs for the people in the County as opposed tourism related employment that generally offers minimum wage jobs. Although the plan acknowledges the importance of continued multiple uses on the Forests, especially the Inyo, the Forests are not updating the Plan for geology and minerals or grazing and both are dealt with as incidental to fire management and habitat restoration.

For example, there are requirements in the guidelines for complete inventories of the fens within active grazing areas prior to reissuance of grazing permits and provisions for restricting road improvements to existing mine claims. With the County's economic susceptibility to the actions of the federal land managers within the County, a more comprehensive treatment of potential multiple uses would have been more appropriate. The plan and DEIS should have included possible increases in mining activities as well as evaluations for finding additional areas for mining and especially grazing. Identifying new potential areas for grazing, similar to how the Forests looked for new potential areas for wilderness, would have allowed the plan and DEIS a much better range of alternatives, a more thorough evaluation of multiple uses and a more complete range of alternatives. It should have also evaluated known mineral resources in the Forests and to the extent possible, explored the possibility of future road improvements to them.

The way that multiple uses have been dealt with in the Final Plan is similar to the Draft, although less restrictive management directives are included in the Plan Revision and instead many management directives are now referenced out to particular sections of the Forest Service Handbooks. The EIS was not updated to include possible new areas for grazing or mining, so no evaluations were conducted for this possibility in the EIS. The language about roads to mining claims states that it will be limited to those necessary for mineral development on existing claims. This is more in line with the County's comments as it will not restrict access to existing mining claims and any that are located in wilderness will be treated per wilderness standards. The management standards related to fens, per the Riparian Conservation Areas, is a bit different in the Final as well. Delineating fens prior to reissuing permits is no longer included. Instead, language is provided that directs that fens are to be inventoried within active grazing allotments prior to completing the allotments' environmental analyses.

Recreation – Comment 8/2016

Recreation opportunity is also very important to the County's economic opportunity. Tourism is the County's number 1 economic driver, followed by agriculture – primarily cattle ranching. Again, there is a certain amount of disconnect between the perceived issues and the possible solutions. The DEIS states that the areas near the Forests will continue to grow in population over the Plan's timeframe and that this growth will cause more demand on the Forests for recreation opportunities. It also states that Hispanic/Latino and Asian Americans represent the groups that will have the greatest influence on outdoor recreation styles. The County would like to see the Forests pay more attention to this growing demographic and encourage them to recreate on Forest lands. These groups tend to prefer larger developed group sites with picnic tables, grills, trash cans, and flush toilets that support day long activities. The Forest's approaching the Plan under a mandate for sustainable budgets is understood and appreciated by the County. However, none of the alternatives address the possibility of finding new additional areas for the increased demand for developed group sites or other recreation opportunities based on the sustainable budget approach. The document also does not state that the demands for other types of recreation opportunities will decrease and only evaluates changing current developed sites to meet the needs for more group sites. Nowhere does the plan attempt to find ways to accommodate all of the users' desired recreation types without sacrificing one for the other. It is likely not possible to meet all of these needs based on very real budget constraints and a sustainable budget mandate, but since sustainable recreation and designated areas are one of the three main topics of the Plan, the Forests should have at least entertained the potential for additional new sites and prepared evaluations based on the possibility of more funding or partnerships for the addition of sites

based on growth and use projections. For example, the abandoned CARMA site in the White Mountains area could be converted to a group campsite. The Forest may have also asked for some of the conversion work as site reclamation. An evaluation of existing trailheads as areas for additional campsites could also have been included, along with many other opportunities for expanding recreational amenities should have been evaluated, as evidenced by the County's previous input. As it is, the lack of analysis for additional recreation opportunities based on population growth and use projections has created a deficiency in the range of alternatives and is leaving the Forest Plan blank on effective strategies to manage growth demands.

The documents point out the changing demographics and changing desired recreation types with regard to growing numbers in ethnic populations, but do address the increases in the aging population that is occurring nationwide. A discussion on the aging baby boomer generation and its resulting numbers of people over 60-years old has not been addressed. This group as it continues to age will have different recreation needs and desires. The lack of analysis on this group and their needs and how these needs will impact Forest management leaves the DEIS without the full range of alternatives and the Forest Plan does not adequately address variations in growth demands.

None of the County's suggestions in this comment were included in the Final Drafts. Again the INF reasoning for not including evaluations of additional developed recreation opportunities and included within one of the Alternatives can be found in the statement: "national forest base funding and staffing levels remain constant and representative of current trends across alternatives and for the life of the plan". The Plan does provide that more developed facilities will be found in the Destination and General Recreation categories. Together they allow for a fairly broad range of uses. The Destination Recreation Area includes as a Desired Condition "Available infrastructure and amenities are consistent with user capacity." And, under General Recreation Area, Potential Management Approaches "Priority will be given to design new infrastructure and development to manage user conflict as needed." These management Desired Conditions and Management Approaches indirectly get at the County's comment. There still seems to be somewhat of a missed opportunity here with regard to planning for all the predicted users by recreation type identified in the analysis, including the need for additional developed sites

Partnerships – Comment 8/2016

In the Partnership section as well as within the sustainable recreation and designated areas topic, the Forests should have explored the addition of new areas for developed and developed group sites by considering more economic partnerships. Concessionaires, potential lessees, non-profit organizations and other private sector solutions for recreational development and/or management were not specifically considered in any of the alternatives. A more comprehensive evaluation would have provided for a more complete range of alternatives that could help to solve the budget limitations on the Forests' ability to provide: additional new recreation opportunities; create tangible benefits to people; and, support an expanded view of partnerships in the Plan. Along these same lines, the Forest could partner with other land managers in the area such as the National Park Service, Bureau of Land Management and the County to evaluate the most appropriate places for additional recreation sites and under which jurisdiction the additional sites would make the most sense. There could also be a funding partnership component to this in the form of shared resources and responsibilities. This sort of partnering could provide a more holistic approach to recreation planning inclusive of the entire area instead of jurisdiction by jurisdiction. The County suggests that the Inyo National Forest hire a

partnership coordinator who could focus on developing and maintaining partnerships with other jurisdictions, non-profit organizations, and user groups and coordinating volunteer groups.

The Final Plan has an enhanced partnership section that provides the groundwork for forming sustainable partnerships. This relates to ways that individuals and groups can help the Forest with maintenance, restoration projects, guiding and interpretation, basically helping with the INF's work. It also includes, as a management strategy, the hiring of a partnership coordinator. The Final Plan does not, however, include language for economic partnerships with regard to providing more recreation opportunities with public – private funding partnerships. The County's comment recommended this type of partnership as a means to provide for more of the developed recreation opportunities that were identified in the draft documents as having an increase in demand, but no funding possibilities, based on the INFs current and foreseeable budget. The Plan does not expressly prohibit this type of partnership, but it is also not specifically identified as a management strategy.

Permitting Burdens – Comment 8/2016

The County is very concerned about the burdens placed on people trying to obtain permits in the forests for multiple use activities. Currently processing permits for use activities on the Forest takes a considerable amount of time. This issue has affected the way film and advertisement producers do business in Inyo County. The Inyo County Film Commission has stated that these producers are segregating their business from the Forest and are using Bureau of Land Management lands instead because of the permitting burdens created by the Forests. The plan does not adequately address the permitting issue and as evidenced by adding more requirements, such as for grazing lessees to evaluate every fen in an allotment prior to having a permit granted, actually increases permitting burdens. As part of the economic analysis, the issue of permit streamlining should have been evaluated as a factor in determining the effects of forest contributions and the potential losses due to them based on permitting red tape to local economies and to the subsequent benefits to people. The Forest should add a section to the Plan that addresses activities on the Forest that require a permit and create a vision and goals for permit streamlining then develop and include management strategies in the Plan to meet these goals.

Permitting issues were not addressed in the Final Plan. The INF states that permit streamlining would occur through the permit process, not at the Forest Plan level. Changing the permit process doesn't require language directing it in the Forest Plan.

Mitigation- Comment 8/2016

One of the County's priorities is with regard to how mitigation will be provided for. For example: if a species will be impacted by a specific action taken in the Forest, where will the mitigation occur? The County has recommended to the Forest Service that mitigation should occur on already disturbed Forest land to accommodate habitat restoration as opposed to closing off an area that provides multiple uses or recreation opportunities. This concept could also include allowing for the rehabilitation of disturbed Forest land in one area, as mitigation for a multiple use opportunity on another. The County previously suggested the idea of a land mitigation bank where the Forest could identify disturbed areas within the Forests that could be used by other entities for habitat restoration. This could result in a mutually beneficial partnership with neighboring communities in that the communities would not have to lose private land to mitigation projects and the Forests could get

much needed restoration work done. Neither the Plan Revision nor the DEIS address this concept as suggested by the County.

In response to this comment the INF added to the Local Communities section of the Plan addressing “the need to continue working with other Federal or State agencies that have requested restoration areas on the Inyo National Forest for mitigating disturbances to areas by their actions. This goal also expands the opportunities for local governments or private businesses to work with the Inyo staff to identify restoration areas and mitigation banks.” Based on this language, places where mitigation can occur can be negotiated.

Local Culture – Comment 8/2016

Maintaining the County’s culture is extremely important to the County and was on its priority list. The plan discussed this, but the DEIS’ cultural discussion is limited to indigenous peoples. The cultural landscape includes much more. Inyo County’s Euro-American, cultural, history has deep ties to the Forest including cattle and sheep grazing, mineral extraction, fishing, hunting, outdoor recreation and water export. Historic structures and landscapes, including working landscapes, are important to the people of Inyo County. The DEIS does not evaluate the impacts to the local culture as limits to these historic multiple uses become more and more limited. The DEIS is incomplete based on the deficiency of the evaluations of impacts to local culture and the absence of the Euro-American landscape.

The INF responded to this comment with: “The plan and final environmental impact statement include discussion of historic uses and Euro-American settlement and development of the landscape (final plan, chapter 1, Distinctive Roles and Contributions and final environmental impact statement, chapter 3, Responses to Public Comments on the Draft Environmental Impact Statement Final Environmental Impact Statement Revision of the Inyo National Forest Land Management Plan– Vol. 3 156 Revision Topic 3, “Heritage Resources, Background” section). The final environmental impact statement also includes analysis of the effects of each alternative on grazing, mining, outdoor recreation, wildlife, fish, plant habitat and local economies. Fishing and hunting are regulated by the California Department of Fish and Wildlife and are not within the agency’s authority.” These additions are responsive to the County’s comments.

Public Service and Infrastructure – Comment 8/2016

Public services and infrastructure are not adequately evaluated as the County requested. The plan does consider forest infrastructure and fire protection for utility lines that run through the Forests, but does not consider or analyze infrastructure and services needs/support from the surrounding communities. This is an important factor that can directly affect the surrounding communities and the County believes the analysis is incomplete without it. The County would also like to see the Forests adopt a policy for a 200-ft buffer around all roads located in wilderness. This would allow for road maintenance and the ability to reroute roads in the case of washouts or if there are environmentally sensitive areas that should be avoided. In any case, being able to move the road 200ft. in either direction will help to stop the creation of illegal roads from people driving around obstructions and would help to keep vehicles further from sensitive areas.

This comment was not directly addressed in the Final Plan Revision or EIS. The section on Local Communities does, however, under Desired Conditions and in Goals, provide policy direction for working with other jurisdictions on a wide variety of issues that can affect both the Forest and the surrounding communities.

Impacts from Climate Change – Comment 8/2016

The Plan speaks to the potential of more downstream flooding based on earlier and faster snow melts and more precipitation falling as rain instead of snow due to climate change. These factors could impact local communities by increasing the possibility of flooding and mudslides. If the Forest believes this will be a real threat in the future, the impacts to the local communities should have been analyzed and mitigations and management strategies identified.

This comment was not directly addressed in the Final Plan Revision or EIS. The section on Local Communities does, however, under Desired Conditions and in Goals, provide policy direction for working with other jurisdictions on a wide variety of issues that can affect both the Forest and the surrounding communities.

Other Jurisdictions' Plans – Comment 8/2016

The County's General Plan and priorities, and other jurisdictions' planning documents were not adequately reviewed by the Forests as required by NEPA and an analysis of these plans and policies was not included in the DEIS. Instead, upon request, County staff was provided a table with the County's and other local jurisdictions' goals and priorities and the Forest's responses. The treatment of these local plans and priorities was to list them and provide responses that effectively stated they were addressed, mostly in other plans and Forest management manuals. For example, the County has several policies regarding potential land exchanges. The table provided by the Forest Service repeats for each of these that land exchange has been incorporated from the 1988 Land and Resource Management Plans. The County feels that this is another missed opportunity for a partnership where the Forest and the County could work together to identify and manage areas with land exchange potential. The Plan also only addresses private inholdings for land exchange and only if the activities projected for the areas of exchange promote the roles, contributions and sense of the place of their current status. The County's Economic Development Element provides numerous policies that call for collaboration with the State and Federal land managers that operate in the County to acknowledge the influence their plans and policies have on the County, especially with regard to socio-economics and encourage working together to so that this influence is positive. The Forest responded to these policies by referring to the Plan's Sustainable Recreation components. These do, to a certain degree, address the County's policies, but should be expanded on, especially with regard to providing the full range of recreation opportunities and how this can influence the County's economy and culture. The County's Agriculture policies includes supporting the continued use and expansion of public lands for agriculture. The response to this policy is to state that the Forest Plan allows for the continuation of multiple uses including livestock operations, but the Draft Plan and DEIS do not evaluate for any expansion of these multiple uses.

The lack of inclusion of local plans and policies is somewhat disappointing as the Counties that provided these lists to the Forests did so with the expectation that they would somehow be integrated or recognized in the Forest Plans. Understandably, the Forests cannot make every local jurisdictions' plans and policies part of the Forest Plans, it would, however, have been more genuine if the Forests had at

least found certain policy elements that the jurisdictions had in common and used them to either limit or increase/add certain activities or recognize these goals and policies as important in the Forest Plans. By doing so, the Forest Plans would have been better aligned with their neighbors.

The INF responded to this comment with: "We reviewed and considered all the general management plans for Inyo, Mono, Madera and Tulare Counties in California and Esmeralda and Mineral Counties in Nevada. Appendix E of the final environmental impact statement displays the management direction for all these county plans and how those are covered by plan components in the forest plan, or how they were incorporated into plan components in the Forest Plan. The Forest Plan can only include direction for which the Inyo National Forest has management jurisdiction."

The INF did go back and provide a much more thorough evaluation of consistency with "other planning efforts" (Attached- Inyo County) and by doing so, incorporated this comment. The Local Communities section has been enhanced and includes, under Desired Conditions and Goals, policy direction for working with other jurisdictions on a wide variety of issues that can affect both the Forest and the surrounding communities. Many of these issues would be directly related to the County's General Plan policies and goals.

White Mountains - West

White Mountains - East

Piper Mountain

South Sierra

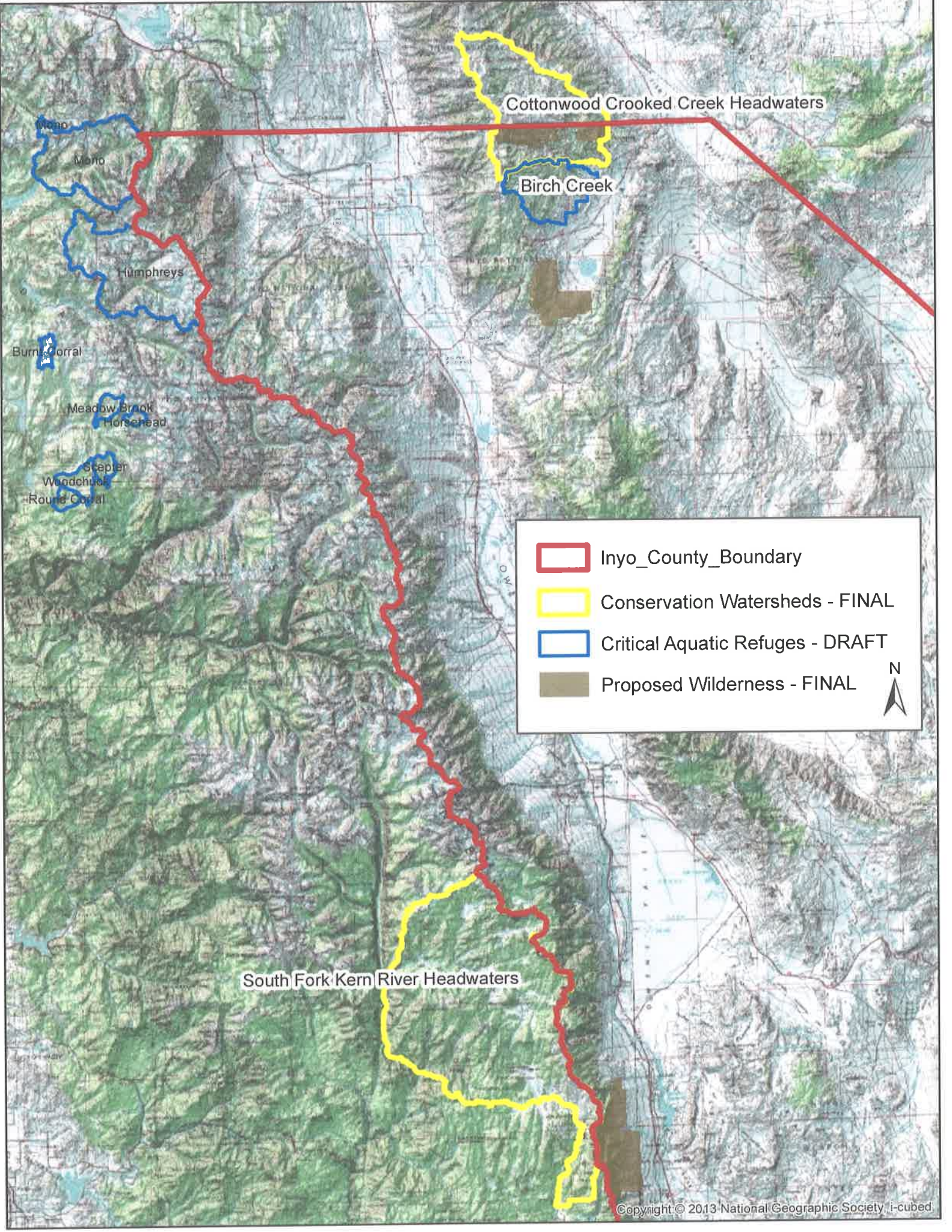


Inyo County Boundary



Proposed Wilderness - FINAL





Cottonwood Crooked Creek Headwaters

Birch Creek


Humphreys


Burnt Corral


Meadow Brook Horsehead


Stepler Woodchuck Round Corral

South Fork Kern River Headwaters

 Inyo_County_Boundary

 Conservation Watersheds - FINAL

 Critical Aquatic Refuges - DRAFT

 Proposed Wilderness - FINAL

N



Middle Fork
Bishop Creek

Division Creek

OWENS
VALLEY
NATIONAL
MONUMENT

Wild and Scenic Rivers - Final

- Eligible Wild & Scenic River: Recreation River
- Eligible Wild & Scenic River: Scenic River
- Eligible Wild & Scenic River: Wild River

Appendix E – Consistency with Other Planning Efforts

Introduction

The 2012 Planning Rule regulations (36 CFR 219.4(2)) require national forest planners to review the planning and land use policies of local governments, where relevant to the plan area. This appendix displays the results of this review.

The review included consideration of:

- The objectives of local governments, as expressed in their plans and policies;
- Opportunities for the plan to address the impacts identified or to contribute to joint objectives; and
- Opportunities to resolve or reduce conflicts, within the context of developing the plan's desired conditions or objectives.

County Governments

The Inyo National Forest occurs within seven counties: Fresno, Inyo, Madera, Mono, and Tulare Counties in California and Esmeralda and Mineral Counties in Nevada. County plans can be used as a source of information on the history of land use within the region, patterns of development, desired conditions, and current county land use goals, objectives, and policies. County governments hold no legal authority over independent jurisdictions such as Federal and State lands, incorporated cities and towns, or Native American Tribal reservations.

County land use within the planning area ranges from traditional uses such as farming and ranching in rural areas (Inyo, Mono, Esmeralda, and Mineral Counties) to denser concentrations of residential, industrial, and commercial uses in and around suburban and urban areas (Fresno and Madera Counties). One of the common themes is how, and whether, private owners and public land managers can manage the competing priorities of resource conservation and economic development; in particular, how to cope with the growing demands for housing and recreation while ensuring preservation of a shrinking natural resource base that contributes to the Eastern Sierra and western Nevada's highly valued rural character.

Fresno County

In reviewing the Fresno County General Plan for Agriculture and Land Use (2000), there were no policies or elements that pertained to the Inyo National Forest or would conflict with the Inyo National Forest revised plan.

Inyo County

Inyo County was a cooperating agency with the Inyo National Forest and this relationship was defined in the Memorandum of Understanding dated June 10, 2014. Throughout the plan revision process, the County provided local economic and social information that was used in the analysis of effects to those resources as described in this environmental impact statement. The Inyo County Board of Supervisors identified the goals from the General Plan that they felt needed to be considered during plan revision. They also provided additional priorities that they felt were related to plan revision. The following section displays these goals and priorities and how the

Inyo National Forest revised plan addresses or blends with these goals. No conflicts between the Inyo County Plan goals and priorities and the components of the revised plan have been discovered.

Inyo County Goals and Policies Related to the Inyo National Forest Revised Plan

Policy Gov-3.1: No Net Loss

The County shall work with Federal and State agencies, local districts, utilities (e.g., LADWP), and Native American tribes to encourage that land exchanges have a net positive impact on the County. In its evaluation, the County may consider factors such as impacts on the County's tax base and revenues, orderly community growth, future development, future revenues and/or other gains, and impacts on the environment, both natural and created.

Policy Gov-3.2: Private Land Increase

The County shall work with federal and state agencies, local districts, and utilities to find opportunities to expand private land ownership in the County through land transfers and other mechanisms.

Policy Gov-3.3: Land Release Locations

The County shall work with federal and state agencies, local districts, and utilities to target desired locations for land releases to private ownership.

Policy Gov-4.1: Federal Land Dispositions and Acquisitions

It is the policy of the Board that the design and development of all federal and state land dispositions and acquisitions, including land adjustments and exchanges, be carried out to the benefit of the citizens of the planning area to ensure the following.

- a. That the County property tax base shall be maintained unless the Board determines there is an overriding benefit to the County.
- b. That the private property interests including, but not limited to, land patents, drilling rights, mining claims, easements, rights-of-way and forage rights are protected and enhanced.
- c. That residents within the planning area shall suffer no adverse aggregate economic impacts.
- d. That incentives be developed to provide an increase in local economic development by increasing, where possible, the amount of private and non-federal and non-state land within the planning area.
- e. That private use of federal and/or state controlled land within the planning area be increased in order to enhance opportunities for local economic development.
- f. That federal and/or state land agencies are discouraged from acquiring any private lands or rights in private lands within the planning area without first coordinating with the County.
- g. That federally and/or state managed lands that are difficult to manage or which lie in isolated tracts, or that could contribute to orderly expansion of existing communities should be considered for exchange or sale to private ownership.

- h. That the County be notified of, consulted about, and otherwise involved in all federal and state land adjustments in the planning area. The Board may review all proposed changes to determine if the proposals are in the best interest of the County.
- i. That before federal and state agencies change land uses, impact studies on land uses are conducted at the expense of the agency proposing the change and necessary mitigation measures adopted in coordination with the County. Impact studies should address community stability, local custom and culture, flood prone areas, access, or any other issue identified as a concern to the County.
- j. Due to the extensive state and federal ownership in the County, it is noted that the management of these areas should include: provision for continued and improved access through and within the County; continued provision of public recreational facilities and access; multi use management where applicable; and interconnection or coordination of state, federal, and local facilities and programs when possible.

How the Inyo National Forest Plan Considered These Components:

Management direction for land exchanges can be found in the “Lands” section of the plan. Plan components in this section have been incorporated from the 1988 Land and Resource Management Plan. These plan components do not prohibit land exchanges with the County, but rather display the priorities in which land exchanges may be considered. The Inyo National Forest would continue to work with the County on any proposed land exchanges.

Policy Gov-4.2: Economic Development

With more than 98 percent of the land area of Inyo County owned by the federal, state and city governments, it is clear that the economic viability of the County is inextricably tied to operational decisions made on public lands. Among other policies contained in the Economic Development Element are:

- a. The County shall encourage public agencies to develop new tourist serving facilities or otherwise enhance their capacity to serve visitors on the public lands they manage.
- b. Encourage public land management and service agencies, including BLM, USFS, National Park Service (NPS), Caltrans, and LADWP (Los Angeles Department of Water and Power) to increase their capacity to serve visitors on properties they manage.

How the Inyo National Forest Plan Considered These Components:

The Inyo National Forest recognizes the importance economic sustainability to the local economy and the plan includes many plan components that address economic development. The information in the general plan was considered when creating new plan components in the “Local Communities” section of the plan. These plan components can be found here:

- LOC-FW-DC 01, 02, 03, 05, and 07
- LOC-FW-DC 01, 02, 03, and 04.

5.2.3 Economic Development: Economic Development Issues

Work closely with both public and private landowners and operators to ensure expanded tourism opportunities and to ensure proper long-term management of the County’s lands and water.

How the Inyo National Forest Plan Considered These Components:

These components were considered in the “Sustainable Recreation” sections of the plan, both forestwide direction and within the Sustainable Recreation Management Areas. Pieces of the

“Local Communities” section also address the work needed with local governments for tourism opportunities. The watershed, riparian conservation area, and conservation watersheds plan components address the sustainability and management of water resources on the national forest.

Goal ED-1

Promote increased capacity to serve tourists within the County’s established urbanized areas, and in those areas with established tourist attractions.

How the Inyo National Forest Plan Considered These Components:

Addressing capacity issues was considered when developing the General Recreation Area. This area offers the opportunities for expansion of recreational opportunities, if additional capacity is needed, or to address resource impacts from high-use areas, such as within the Destination Recreation Areas.

Circulation Element: Implementation Measure 9.0

Work with Federal land management agencies and LADWP to coordinate trail efforts and ensure connections between trail systems in federally managed lands and Inyo County communities and locations of interest.

How the Inyo National Forest Plan Considered These Components:

The plan considers the cooperation of multiple agencies and land-owners in trail management. This direction is found within the forestwide Sustainable Recreation section, as well as the Volunteers, Interpretation, Partnerships, and Stewardship section of the plan.

- REC-FW-DC 11 and 12;
- REC-FW-GOAL 03, 08, and 10;
- VIPS-FW-DC 01 and 02; and
- VIPS-FW-GOAL 04

The plan did consider and incorporate the need to ensure connections between trail systems on federally managed lands and Inyo County communities with the inclusion of REC-FW-DC 12, which states: Trails provide access to destinations, provide for opportunities that connect to a larger trail system, provide linkage from local communities to the national forest, and are compatible with other resources.

Policy AG-1.6

Support the continued use and expansion of public lands for agricultural operations.

The plan allows for the continuation of multiple uses, including livestock operations on the Inyo National Forest.

Goal AQ-1

Provide good air quality for Inyo County to reduce impacts to human health and the economy. Air quality plan components address the needs to manage for ecological restoration while adhering to air quality standards and the importance of addressing human health issues and impacts to local economies.

Goal WF-1

Prevent wildfires and provide public safety from wildfire hazards.

How the Inyo National Forest Plan Considered These Components:

The Strategic Fire Management Zones help support decisionmakers before a fire ignition occurs by pre-assessing the risk and benefits from wildland fire to areas on the landscape. Fire suppression is an available tool within all these fire zones. The forest would continue to work with adjacent landowners and agencies in fire suppression and management efforts for protection of public health and safety.

Inyo County Priorities Related to the Inyo National Forest Plan Revision

Access:

A sustainable road system should be implemented to enhance and accommodate vehicular use, packing, hunting, hiking, and other recreational opportunities, as well as mining and other uses of the Inyo National Forest. Mitigation opportunities for potential environmental impacts resulting from increased access should be identified and implemented.

- Roads and trails should be protected and expanded to provide access for recreation and exploration for natural resources and other uses of the national forest, including grazing, mining, and the activities of native peoples (such as gathering).
- Roadless areas should be identified for removal or evaluation if they are not roadless.
- Conflicts between biological resources and human access should be identified and planned for.

How the Inyo National Forest Plan Responds:

The designation, or removal, of authorized roads or trails was not part of the revised planning process.

- The Travel Management decision established authorized roads on the Inyo National Forest and the Travel Analysis Process determined the minimum road system for the forest. Conflicts of resources are addressed at the project-level.
- As noted above, the plan includes many plan components related to access and trails.
- Evaluation of the removal of roadless areas is outside the scope of plan revision.

Vibrant Economy

The Plan should contribute substantially to the local economy due to the impact of the Forest on the County's culture and fiscal health, and should not result in significant socioeconomic impacts.

- Grazing, Mining, Recreation, and other Multiple Uses – the Plan should support and encourage consumptive and sustainable uses of the Forest to contribute to the County's economy and culture.
- Roads and trails should be protected and expanded to provide access for recreation and exploration for natural resources. This type of recreation is an important economic driver for the County.
- Use permits should be facilitated and streamlined for timely issuance and evaluated based upon scientific criteria.
- Mitigation Bank – rather than acquire land for mitigation of environmental impacts, the Plan should promote restoration of degraded public lands to accommodate mitigation of human development elsewhere in the County.

How the Inyo National Forest Plan Responds:

As directed by the 2012 Planning Rule the plan must provide for economic sustainability. The plan addresses this in many ways and in multiple sections of the document.

- Multiple Uses – including grazing and mining: These uses were considered and the plan includes language that provides for the continuation of these uses of the forest (“Rangeland Livestock Grazing” and “Geology and Mineral” sections). New proposed recommended wilderness and wild and scenic river eligibility would not prohibit these uses outright and plan direction does allow for these to continue, as long as they do not hinder the river values identified or the wilderness characteristics.
- Roads and Trails – Please see how these were addressed following other sections of the plan or priorities. The consideration of this priority lead to the development of the Challenging-Backroad Sustainable Recreation Area. These areas of the national forest emphasize the use of roads and trails within remote areas and that this use is an important piece of these areas. Identifying these areas also highlight their importance as economic drivers for the County.
- Use Permits – The plan did not consider this issue because this is in relation to Forest Service policies, which is not managed by a forest plan.
- Mitigation Bank – A plan component was created to consider this county priority. LOC-FW-GOAL 04 states: Continue working with other Federal and State agencies on identifying areas on the Inyo that can be part of restoration mitigation banks. Work with other entities, such as local governments, or private businesses, if they are interested in establishing mitigation banks.

Local Culture

The Plan should support and enhance the culture of local communities to the extent social and cultural issues revolve around the forest.

- Public Safety – access and accommodation for public safety purposes should be of paramount concern in the Plan, including for law enforcement (such as eradicating illegal drug production), fire management and suppression, and search and rescue.
- Provide access to the Forest for gathering activities, prospecting, sightseeing, exploration, and camping.
- Provide a continuing voice to the people living around the forest through their local government representatives.
- Increase use of partnering with local communities, agencies, and non-profits.

How the Inyo National Forest Plan Responds:

The plan directly considered the increase of partnering with local communities, agencies, and non-profits with the creation of the “Local Communities” and “Volunteers, Interpretation, Partnership, and Stewardship” sections of the plan. These sections outline management direction to continue working with our local governments on many issues and developing partnerships to address national forest needs.

Public safety is addressed through law, regulation, and Forest Service policy and this direction will not be repeated in the revised plan.

Alternative B-modified (Preferred Alternative)

Alternative B-modified was developed to address public comments and improve upon the draft forest plan. Alternative B-modified includes the following proposed changes from alternative B, which are organized by revision topics, as follows:

Wildland Fire Management. In alternative B-modified, we corrected and adjusted variables in our modeling, such as the low elevation sagebrush because fire can exacerbate spread of invasive cheatgrass in the sagebrush ecosystem. This resulted in some adjustments to the mapping and acreage of the strategic fire management zone boundaries and classifications. We clarified that the boundaries of the fire zones are determined by conditions on the ground and may be updated administratively to reflect new developments or disturbances. The current updated maps are provided in the final environmental impact statement.

Ecological Integrity. Alternative B-modified identifies how the water, watershed, riparian conservation area, and conservation watershed direction are integrated and how the use of these components, along with restoration efforts and monitoring provide an overall aquatic and riparian strategy. These elements work together to achieve desired conditions across the plan area.

We replaced 17 small critical aquatic refuges with four larger conservation watersheds. Conservation watersheds are a subset of watersheds that are prioritized to provide for persistence of both plant and animal at-risk species as well as other beneficial uses of water. We also updated plan components to better provide ecological conditions for the bi-state greater sage-grouse population.

Sustainable Recreation and Designated Areas. This alternative modified the framework for recreation management based on public comments suggesting that more clear direction be developed.

The concept of recreation “places” from alternatives B, C, and D is modified to three management areas that integrate with the recreation opportunity spectrum settings and provide the overall management direction for activities and uses:

- Destination Recreation Area is the most developed of the three zones, with high-density visitor use and a variety of recreation opportunities. These areas emphasize facilities and are primarily in the roaded natural, semi-primitive motorized, and semi-primitive nonmotorized recreation opportunity spectrum classes.
- General Recreation Area encompasses the multiple-use, working landscape which may be modified further to meet social, economic, and ecological objectives. The recreation opportunity spectrum classes are primarily
- Challenging Backroad Recreation Area is the zone of undeveloped, natural landscapes with low visitor use, few amenities, and limited management and Forest Service presence. These areas are suited for challenging, dispersed recreation and are in the semi-primitive motorized, semi-primitive nonmotorized, and roaded natural recreation opportunity spectrum classes.

Alternative B-modified is mostly the same as alternative B in terms of recommended wilderness, and wild and scenic river eligibility, although we updated supporting information between the draft and final environmental impact statements.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 19

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

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

FOR THE BOARD MEETING OF: August 28, 2018

SUBJECT: Request to hire one B-PAR Program Services Assistant (PSA) I, II, or III in the ESAAA/IC-GOLD program.

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 a non-General Fund budget, as certified by the Health and Human Services Director and concurred with by the County Administrator, and Auditor-Controller; and
- B) Where due to the part-time nature of this position it is unlikely that the position could be filled by internal candidates meeting the qualifications for the position, an open recruitment would be appropriate to ensure qualified applicants apply; and
- C) Approve the hiring of one B-Par PSA, either a I at Range 39 PT (\$11.93 - \$14.48/hr.), a II at Range 42PT (\$12.75 to \$15.52/hr.), or a III at range 50PT (\$15.35 to \$18.63/hr.) depending upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

A B-PAR Program Services Assistant (PSA) position recently became vacant in the ESAAA program. This part-time, up to 29 hours per week, position provides support services including, but not limited to: assisting the cook in the kitchen with meal prep/clean-up or serving of meals, meal delivery to home bound seniors, assisted transportation to medical appointments and homemaking services. The PSA is also available to provide support in other program functions during staff absences in both the Bishop and Lone Pine facilities.

We are respectfully requesting permission to fill this vacancy at a B-Par PSA I, II, or III level in order to ensure the provision of services at our Bishop and Lone Pine Senior Centers.

ALTERNATIVES:

The Board could choose not to allow HSS to hire the B-Par PSA I, II, or III position, which would impact the ability of the Senior Program to ensure adequate coverage of meal delivery routes and other support services, especially during periods of staff absences. This may lead to higher costs for the ESAAA program if absences are covered by higher paid staff and/or staff who have to travel from one site to the other in order to provide coverage.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

State, Federal and County General funds. This position is budgeted 60% in ICGOLD (056100) and 40% in ESAAA (683000) in the salaries and benefits object codes.

<u>APPROVALS</u>	
COUNTY COUNSEL: <i>n/a</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: _____ Date: _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i> Approved: <i>[Signature]</i> Date: <i>8/10/2018</i>
PERSONNEL DIRECTOR: <i>[Signature]</i>	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: <i>[Signature]</i> Date: <i>8/9/18</i>

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

[Signature]

Date: *8/14/18*



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:

AGENDA NUMBER

20

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

FROM: HEALTH & HUMAN SERVICES – Social Services

FOR THE BOARD MEETING OF: August 28, 2018

SUBJECT: UC Davis Training Contract

DEPARTMENTAL RECOMMENDATION:

Request Board ratify and approve the contract between the County of Inyo and the Regents of the University of California, on behalf of its Davis Campus University Extension, for training services in an amount not to exceed \$118,575.00 for the period of July 1, 2018 through June 30, 2019, contingent upon the Board's adoption of a FY 2018/19 budget; and authorize the Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This contract comes before you for ratification as it was received by the Department towards the end of July 2018. Inyo County is part of a training consortium made up of approximately forty small and medium sized counties. The consortium pools State Social Services training funds and has a long-standing relationship with UC Davis Extension to develop and provide targeted training to address the needs of Social Services employees in those counties. UC Davis maintains the evidence-based practice research, as well as the most current federal and state laws and regulations to ensure their training programs are relevant, high quality, and up to date. The vast majority of these trainings are provided on-site at one of our local facilities, thus reducing travel cost and time away from the office for employees. This year's contract will provide 31 units (days) of on-site training throughout the fiscal year, reflecting an increase of 1 day from the previous year. This will provide for continued training related to our local juvenile services transition, as well as increase our training opportunities for local resource families, formerly referred to as foster parents. We coordinate and mutually share training, when feasible, also with Mono County Social Services, as well as invite other Inyo County departments to any relevant training.

ALTERNATIVES:

The alternative would be not to enter into this training arrangement, which supplies on-site training at no cost to the County General Fund. This contract allows our associates to receive on-going, specialized training without spending taxpayer's dollars on travel expenses.



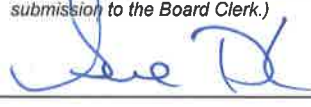
OTHER AGENCY INVOLVEMENT:

We routinely invite others to the trainings where appropriate: Additional Health and Human Services staff, community partners, and other County departments (past trainings have included staff from Probation, Public Works, Child Support, Auditor's Office).

FINANCING:

State and Federal funding and Social Services Realignment. UC Davis pays the 10% match, and the other 90% of the cost goes through the Social Services claiming process which draws down State and Federal funds. This expense will be budgeted in Social Services (055800) in Professional Services (5265). No County General Funds.

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>8/10/18</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>8/10/2018</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i>  Approved: <u>J</u> Date: <u>8/14/18</u>
BUDGET OFFICER: <u>n/a</u>	BUDGET AND RELATED ITEMS <i>(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)</i> Approved: _____ Date: _____

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



Date: 8/14/18



Agreement #GENT-2018-11

Training Services Agreement

This Agreement is made this ____ day of _____, _____ by and between The Regents of the University of California ("University"), on behalf of its Davis campus UC Davis Extension and INYO COUNTY ("User").

RECITALS

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a training program ("Program,") and

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives (Exhibit B, if attached);

NOW, THEREFORE, the parties agree as follows:

1. University shall present Program as set forth in Exhibit A.
 - a. Limit on attendance. No more than 30 persons per course session may attend without the prior written approval of the University.
 - b. Reschedule/cancel of class. If User reschedules or cancels any training class within 10 calendar days of start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term. The term of this agreement shall be from July 1, 2018 through June 30, 2019. All courses must be completed by June 30, 2019.
3. Termination. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.
4. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

5. Fee & Payment. User shall pay University as set forth in Exhibit A. University will invoice User in arrears no more often than monthly for training completed. User shall pay University within thirty days (30) of User's receipt of University invoice. Failure to pay within thirty days may be deemed a material breach of this agreement and good cause for termination.
6. Indemnification. Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.
7. Insurance. University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
 - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - b. Auto Liability including non-owned automobiles, with a minimums as follows:
 - 1) Bodily injury
 - a) Per person \$1,000,000
 - b) Per accident \$1,000,000
 - 2) Property damage \$1,000,000
 - c. Workers Compensation insurance in accordance with California state law.
 - d. Employer's Liability coverage in the amount of one million dollars (\$1,000,000).

If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

8. Confidentiality of information about individuals. University agrees to safeguard names and addresses of individuals received through the performance of this agreement in accordance with Welfare and Institution Code Section 10850.
9. Use of University name. User shall not use the name of the University in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.
10. Relationship of parties. It is expressly understood and agreed that this agreement is not

intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the parties.

11. Notice addresses. All notices under this agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

University:

Financial Services
UC Davis Extension
1333 Research Park Drive
Davis, CA 95618

User:

Inyo County
Department of Health and Human Services
163 May Street
Bishop, CA 93514

Additional University:

Center for Human Services
UC Davis Extension
1333 Research Park Drive
Davis, CA 95618

Additional County:

(If Applicable)

12. Force majeure. In the event that performance by a party is rendered impossible by reason of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or other causes beyond the reasonable control of that party, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

13. Assignment. This Agreement shall be binding upon the successors and assigns of the parties. Neither party may assign the Agreement without the prior written permission of the other party.
14. Nondiscrimination. University agrees not to discriminate in the provision of service under this agreement on the basis of race; color; religion; marital status; national origin; ancestry; sex; sexual orientation; physical or mental handicap; medical condition; political affiliation; status as a Vietnam-era veteran or disabled veteran; or, within the

limits imposed by law or University regulations, because of age or citizenship. University is an affirmative action/equal opportunity employer.

- 15. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and section 87100 relating to conflict of interest of public officers and employees. University represents that it is unaware of any financial or economic interest of any public officer or employee of User relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, User may immediately terminate this Agreement by giving written notice.
- 16. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
- 17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
- 18. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.
- 19. Governing law. The laws of the State of California shall govern this agreement.
- 20. Integrated agreement. This agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

Signature page follows:

IN WITNESS WHEREOF, this agreement has been executed as of the date first set forth above.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

INYO COUNTY

By:  _____

By: _____

Name: Susan Catron, MPPA, EdD
UC Davis Extension

Name:

Date: 7/16/18 _____

Date: _____

FEIN: 94-6036494

EXHIBIT A
TRAINING PROGRAM

1. 31.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Extension curriculum.

2. University will provide the following:
 - a. Needs assessment, curriculum planning and implementation.
 - b. Instructional and student services.
 - c. Instructional materials.
 - d. Evaluation and feedback.
 - e. Continuing education credit.
 - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
 - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
 - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)

3. User will provide the following:
 - a. Training facility and audio-visual equipment.
 - b. On-site coordination of training.

Total cost of training under this agreement is	\$131,750.00
University's in-kind contribution	\$13,175.00
User's share of cost	\$118,575.00



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
21

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

FROM: Public Works / Road Department

FOR THE BOARD MEETING OF: AUG 28 2018

SUBJECT: Permanent closure of 840 feet of roadway on Sunland Drive beginning at the junction of Gerkin Road to US 395.

DEPARTMENTAL RECOMMENDATIONS:

Recommend your Board authorize the Public Works Director to permanently close an 840 foot section of Sunland Drive, from Gerkin Road to US 395 for safety concerns, due to an increase in accidents at the intersection of Gerkin Road and Sunland Drive.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

The Public Works Department has been made aware of an increase in accidents, and reported close calls, at the intersection of Gerkin Road and Sunland Drive. According to the California Highway Patrol, for the 12 year period (1999-2011), there were five accidents at the intersection. However, for the one year period of July 2017 - July 2018, there were four accidents. This is an unusually large increase in the number of accidents for such an isolated intersection.

The intersection of Sunland Drive and Gerkin Road is signed to allow the North and Southbound traffic on Gerkin Road to have the right of way. This is accomplished with 'STOP' signs on the East and Westbound portion of Sunland Drive leading up to Gerkin Road. The intersection has been in this configuration since the road was constructed; recently there has been an unexplained increase in accidents.

To determine a possible cause in this increase, the Road Department has been reviewing the accidents, performing several road inspections, and conducting interviews with drivers that frequent that intersection. While the exact cause of the increase in the failure to 'STOP' cannot be determined, lack of awareness of the existing 'STOP' sign at the intersection is a common comment. On-board vehicle direction and route guidance systems, with various mapping and navigation programs for drivers, may cause confusion with US 395 (US 395 is only 840 feet east of the Sunland Drive and Gerkin Road intersection). These systems have been identified, and mentioned as contributing factors for the failure to stop accidents.

Due to the increase of accidents in 2018, the Road Department took various measures to increase driver awareness of the intersection. These are the measures taken by Inyo County following the 2016 Sunland Road, State Funded Road reconstruction project:

northbound Gerkin Road. Caltrans would then work with Inyo County for the removal of the signage, turn pockets, and modify the existing striping on US 395 to eliminate access to Sunland Drive.

ALTERNATIVES:

To direct Public Works and Road Staff to continue to explore other options for traffic control, including:


- A pilot closure where the Road Department could cover the existing pavement with native soil, or install semi-permanent barricades to prevent vehicle access, these options could be removed to allow for future road use, if desired. This is not recommended as Caltrans is requesting a complete removal and abandonment, as they will do the same to the US395 intersection for Sunland Drive. With our complete removal, Caltrans would have assurances that they would not be requested to restore their section of highway.
- Possible signage compliance, including the installation of a four-way 'STOP' at the intersection of Gerkin Road and Sunland Drive. This is not recommended as most of the traffic at that intersection is to and from the community of Wilkerson and a four-way 'STOP' would greatly impact the north and southbound traffic. A four-way 'STOP' would cause a slowing of traffic to protect from potential cross traffic, but it would not address the 'failure-to-stop' violations on Sunland Drive.

OTHER AGENCY INVOLVEMENT:

Caltrans
County Counsel
Risk Management


FINANCING:

All work will be funded from the Road budget #034600, maintenance operations.

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>8/7/18</u> <u>YES</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: _____ Date _____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)


For Cont R.

Date: 2018.08.09

- **July, 2017, accident**
- **January, 2018, accident**
Measure taken: Installation of 'Rumble Strips' ground into the asphalt at the 'STOP AHEAD' for awareness, and replacement of the 'STOP' sign by the Road Department
- **June, 2018, accident**
Measure taken: Installation of two Type 3 barricades with 30" STOP signs attached west of Gerkin Road, installation of two orange flags mounted to the 'STOP AHEAD' sign post, and installation of a flashing red LED light kit on the existing 30" 'STOP' sign by the Road Department
- **July, 2018, accident**
Measure taken: Temporary placement of a message board on Sunland Road to bring more awareness to the intersection

While it is difficult to determine how many accidents these measures may have prevented, unfortunately, even with these preventative measures in place, there continues to be 'failure-to-stop' accidents.

In looking for a more permanent solution to address safety concerns due to these 'failure-to-stop' accidents at the Sunland Drive and Gerkin Road intersection, as well as a solution that can be reasonably maintained with existing procedures, several options, including different signage, were considered. Because the community of Wilkerson will be impacted the most, careful consideration was given for those citizens. In considering all options, a permanent closure of the 840' section of Sunland Drive from Gerkin Road to US 395 was chosen to be the least restrictive and least disruptive option to traffic flow and road users.

The Public Works Department has consulted with Caltrans engineers for any impacts to US395, and if a full closure option would be acceptable for a section of road-way that was part of a State and Federally funded project. Public safety is first and foremost in this decision process; and although highly unlikely, consideration must be given that an audit at the State or Federal level could require the reimbursement of the project funding for the portion of Sunland Drive to be closed. Using data from the 2016 reconstruction, the estimated refund to the State and Federal roads program for the closure of 840 feet of roadway would be approximately \$70,000. Public Works is confident that with Caltrans current support, the progressive awareness measures attempted by the County Road Department, and with the accident data provided by the California Highway Patrol, any review would stand up to close scrutiny in an audit and this course of action would prove to have been a reasonable action.

The closure of this section of Sunland Drive would create a 'T' intersection at Gerkin Road and Sunland Drive, with Gerkin Road being the dominate road. This would allow for the installation of a visual break from US395 to be installed along the east shoulder of Gerkin Road. This break would address one of the more frequent complaints of eastbound traffic on Sunland - being distracted by US395 traffic and missing the Sunland Drive 'STOP' sign. The Road Department anticipates that when enough vehicles are rerouted down to US395 via northbound Gerkin Road, the mapping protocols for the various onboard navigation systems (GPS) will use a different route pattern.

After consultation with Caltrans and getting input on their recommendations for the best closure option, the Road Department will perform the complete removal of asphalt and allow the section to revegetate naturally. All removal operations would be performed by the Road Department, as well as the construction of breakaway barricades in the newly closed section directly east of Gerkin Road, with signage directing traffic to US 395 via

Christopher A. Cash

From: Hudachek, Richard@CHP <RHudachek@chp.ca.gov>
Sent: Friday, July 20, 2018 8:59 AM
To: Christopher A. Cash
Subject: Sunland tc's

Here are the months and years:

12/1999
5/2002
9/2009
2/2011
5/2011
7/2017
1/2018
6/2018
7/2018

Rick Hudachek

Special Duty Officer

469 S. Main St.

Bishop, CA 93514

(760)872-5150

(760)872-5900 (24 hour)

(760)873-8956 fax

RHudachek@chp.ca.gov



CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

Christopher A. Cash

From: Becket, Forest P@DOT <forest.becket@dot.ca.gov>
Sent: Friday, June 29, 2018 1:59 PM
To: Courtney Smith
Cc: Clint Quilter; Christopher A. Cash
Subject: FW: Sunland Dr. - section removal

Hi Courtney,

It took quite a while to get anything back from FHWA on this subject, but I finally got an email from Keaton (below).

Besides the contradictory last statement, I believe what is said is that you need to fully investigate the problem, identify incremental safety improvement, and document the decision process. Since you would not be abandoning the roadway altogether, but just eliminating 830 feet or so, I think it would be alright if it was well documented on how this conclusion/solution was arrived at. The last statement does indicate that there is no law requiring an agency to keep a facility in its current condition for the design life of the project.

I think the County needs to do what they think is best to address the safety issue with a well-supported, documented and reasonable decision. Include this documentation in the Sunland Dr. STIP and TE project files for 10 year document retention, and move forward with implementing the solution. There is small chance of a future FHWA CAP review, but if it happens I doubt that any finding would occur in regards to the decision to remove a small section of roadway.

I have discussed this subject with our Traffic Operations, Permits, and Maintenance managers and all are in support of removal of the sub-standard intersection of US 395 and Sunland Dr. The roadway would have to be obliterated and revegetated likely in order to fully erase its existence.

The County could also follow-up on removing this portion of roadway from its inventory and associated mapping. Just showing a new shortened termini of Gerkin Rd.

Forest Becket

Caltrans District 9, Office Chief
Local Assistance / Non-Cap Environmental
760-872-0681

From: Browder, Keaton (FHWA) [mailto:keaton.browder@dot.gov]
Sent: Wednesday, June 27, 2018 3:43 PM
To: Becket, Forest P@DOT <forest.becket@dot.ca.gov>
Cc: Kochevar, Ken (FHWA) <Ken.Kochevar@dot.gov>; Williams, Lamin (FHWA) <Lamin.Williams@dot.gov>
Subject: RE: Sunland Dr. - section removal

Christopher A. Cash

From: Courtney Smith
Sent: Wednesday, June 20, 2018 10:45 AM
To: Christopher A. Cash; Clint Quilter
Subject: FW: Sunland Dr. - section removal

FYI -

From: Becket, Forest P@DOT [<mailto:forest.becket@dot.ca.gov>]
Sent: Wednesday, June 20, 2018 8:24 AM
To: Courtney Smith
Subject: FW: Sunland Dr. - section removal

Courtney – Just wanted to let you know that I am getting know where currently with FHWA. After talking it through with some other folks though, I feel pretty comfortable that the County could take the necessary action to address a safety concern even if it involved removal of the Federally funded features. I would certainly document the decision process, but it would seem to be minimal risk for audit or even negative findings. Ill let you kow what I end up hearing from the Feds.

Forest Becket

Caltrans District 9, Office Chief
Local Assistance / Non-Cap Environmental
760-872-0681

From: Browder, Keaton (FHWA) [<mailto:keaton.browder@dot.gov>]
Sent: Monday, June 18, 2018 3:59 PM
To: Becket, Forest P@DOT <forest.becket@dot.ca.gov>
Cc: Khan, Sardar@DOT <sardar.khan@dot.ca.gov>
Subject: RE: Sunland Dr. - section removal

Hi Forest,

Just wanted to let you know that I have not forgotten about your below email. The Division Office has elevated this question to our Resource Center and is awaiting their response.

Regards,

Keaton Browder

Transportation Engineer Districts 1, 9, & 10
Federal Highway Administration
California Division
650 Capitol Mall Ste 4-100
Sacramento, CA 95814
Direct: 916-498-5344
Cell: 630-229-3857
Keaton.Browder@dot.gov



Local Federal-Aid Project Finance Letter

EXHIBIT 3-O SAMPLE LOCAL FEDERAL-AID PROJECT FINANCE LETTER

DEPARTMENT OF TRANSPORTATION
 DIVISION OF ACCOUNTING
 LOCAL PROGRAM ACCOUNTING BRANCH

Period of Performance End Date: 12/31/2017
 Anticipated Award Date (CON only):
 Anticipated Contract Acceptance Date (CON only):

Date: 10.14.2016
 Agency: Inyo County
 Fed Project No.: RPL 5948(064)
 Project ID: 900000028
 PPNO: 2034
 Bridge No: _____

ATTN: Forest Becket
 Work on State Highway (Y or N): N If yes, provide following:
 Administered by State or Local? Local
 Project Manager Name: Chantal Brown
 Accounting Program Code(s): _____
 Coop or Contribution Agrmnt No.: _____

"P" or "L" **
 FEDERAL FUND L22E
 FEDERAL FUND M240
 STATE FUND
 LOCAL MATCH FUNDS
 OTHER FUNDS

	TOTAL COST OF WORK	FEDERAL PARTICIPAT. COST	FEDERAL FUND L22E	FEDERAL FUND M240	STATE FUND	LOCAL MATCH FUNDS	OTHER FUNDS
PRELIMINARY ENGINEERING							
Agency Preliminary Engineering ES&P	\$22,022.20				\$22,022.20		
Agency Preliminary Engineering PS&E	\$61,099.83				\$61,099.83		
Overhead at _____ %							
RIGHT OF WAY (R/W)							
Capital/Acquisition							
Support/Engineering							
CONSTRUCTION							
Contract Items	\$1,130,719						
Utilities							
Supplemental Work							
Contingencies	\$0						
Tranenes							
Agency/State Furn. Mat.							
Contract Total:	\$1,130,719	\$1,130,719.26		\$1,130,719.26			
CONSTRUCTION ENGINEERING							
Agency Construction Engineering							
State Furnished Construction Engineering							
Overhead at _____ %							
State Furnished Materials Testing							
Overhead at _____ % Subjob							
Striping by Agency							
FORCE ACCOUNT WORK BY AGENCY							
TOTALS:	\$1,260,458.96	\$1,177,336.93	\$ -	\$1,177,336.93	\$83,122.03		
Certification							
Federal Participation: 100%							
Federal Appn. Code(s): M240							
Federal Reimbursement Rate(s) for Progress Invoice: 100%							

I certify that this Finance Letter accurately reflects the current cost estimate for all phases of the project obligated but not fully expended.
 * "P" = Pro Rata, "L" = Lump Sum
 For questions regarding finance letter, contact:
 Printed Name: Travis Dean
 Telephone No.: 760-878-0203

Signature: _____
 Title: Engineering Assistant
 Project location: Bishop, CA

Remarks: State 100% (11.47% Toll Credit is used as match for ES&P and PS&E) - Federal 100% (11.47% Toll Credit is used as match for CON and CE)
 Distribution: (1) Original + 4 copies-Catrans DLAE (2) Copy-Local Agency Project File

Sample Local Federal-Aid Project Finance Letter

EXHIBIT 3-O SAMPLE LOCAL FEDERAL-AID PROJECT FINANCE LETTER

DEPARTMENT OF TRANSPORTATION
 DIVISION OF ACCOUNTING
 LOCAL PROGRAM ACCOUNTING BRANCH

Period of Performance End Date: 12/31/2016
 Anticipated Award Date (CON only):
 Anticipated Contract Acceptance Date (CON only):

Date: 10.14.2016
 Agency: Inyo County
 Fed Project No.: RPS1PLE-5948(077)
 Project ID.: 0900020107L-N
 PPNO.: 2586
 Bridge No.:

ATTN: Forest Becket
 Work on State Highway (Y or N): N If yes, provide following:
 Administered by State or Local? Local
 Project Manager Name: Chantel Brown
 Accounting Program Code(s):
 Coop or Contribution Agrmnt No.:

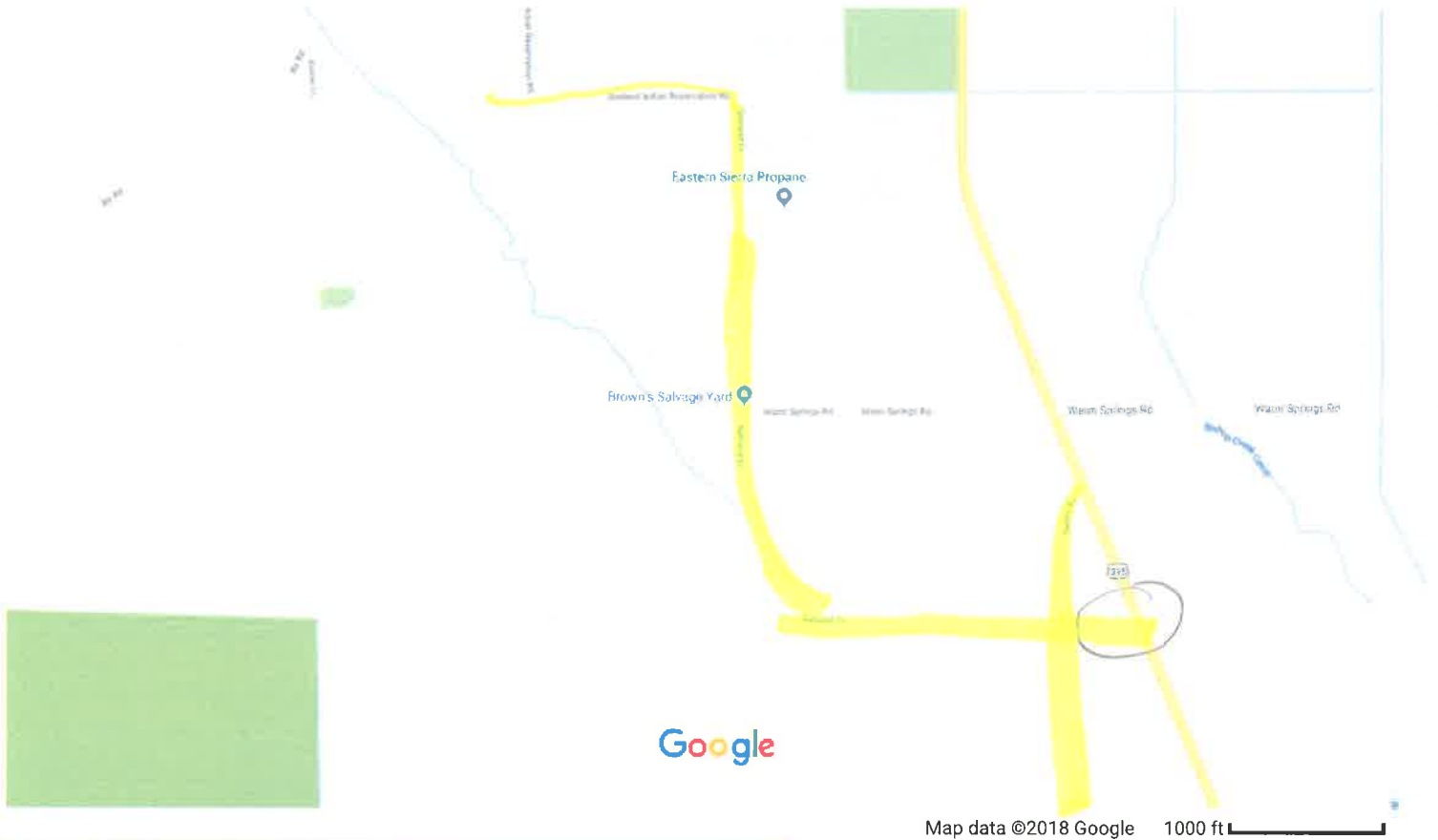
"P" or "L" **
 FEDERAL FUND L22E
 FEDERAL FUND M240
 STATE FUND
 LOCAL MATCH FUNDS
 OTHER FUNDS

	TOTAL COST OF WORK	FEDERAL PARTICIPAT. COST	FEDERAL FUND L22E	FEDERAL FUND M240	STATE FUND	LOCAL MATCH FUNDS	OTHER FUNDS
PRELIMINARY ENGINEERING							
Agency Preliminary Engineering ES&P	\$ 49,782.94	\$ 49,782.94	\$ 49,782.94				
Agency Preliminary Engineering PS&E	\$ 44,040.45				\$44,040.45		
Overhead at _____ %							
RIGHT OF WAY (R/W)							
Capital/Acquisition Support/Engineering							
CONSTRUCTION							
Contract Items	\$577,417						
Utilities							
Supplemental Work							
Contingencies	\$0						
Trainees							
Agency/State Furn. Mat.							
Contract Total:	\$577,417	\$ 577,417.00		\$ 577,417.00			
CONSTRUCTION ENGINEERING							
Agency Construction Engineering	\$ 76,023.87	\$ 76,023.87		\$ 76,023.87			
State Furnished Construction Engineering							
Overhead at _____ %							
State Furnished Materials Testing							
Overhead at _____ %							
Striping by Agency							
Force Account Work by Agency							
TOTALS:	\$ 747,264.26	\$ 703,223.81	\$ 49,782.94	\$ 653,440.87	\$ 44,040.45		
Certification							

Federal Participation: 100%
 Federal Appn. Code(s): L22E, M240
 Federal Reimbursement Rate(s) for Progress Invoice: 100%
 I certify that this Finance Letter accurately reflects the current cost estimate for all phases of the project obligated but not fully expended.
 Signature: *Chantel R Brown*
 Title: Associate Engineer
 Project location: Bishop, CA
 Remarks: Reimbursement Ratio Federal: 100% (11.47% Toll Credit is used as match for PS&E, CON and CE, CON, and CE)
 Printed Name: Chantel Brown
 Telephone No.: 760.878.0204 ----- cbrown@inyocounty.us

Distribution: (1) Original + 4 copies-Caltrans DLAE (2) Copy-Local Agency Project File

Google Maps Sunland Dr



Sunland Dr
Bishop, CA 93514

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
4800 STOCKDALE HWY
STE 213
BAKERSFIELD, CA 93309
(661) 395-2731

File Number: 596787
Receipt Number: 2517807
Geographical Code: 1400
Copies Mailed Date: August 13, 2018
Issued Date:

DISTRICT SERVING LOCATION: BAKERSFIELD
First Owner: R&G FUEL, INC.
Name of Business: BIG PINE MOBIL
Location of Business: 356 N MAIN ST
BIG PINE, CA 93513
County: INYO
Is Premise inside city limits? No
Mailing Address: PO BOX 938
BIG PINE, CA 93513
Type of license(s): 20

Census Tract 0005.00

RECEIVED
2018 AUG 17 PM 12:00
INYO COUNTY
ADMINISTRATOR
CLERK OF THE BOARD

Transferor's license/name: 587941 / QUICK FUEL, LLC Dropping Partner: Yes No X

Table with 7 columns: License Type, Transaction Type, Fee Type, Master, Dup, Date, Fee. Rows include 20 - Off-Sale Beer And Win ANNUAL FEE and 20 - Off-Sale Beer And Win PERSON-TO-PERSON TRANSFER. Total fee is \$333.00.

Have you ever been convicted of a felony? No
Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? No
Explain any "Yes" answer to the above questions on an attachment which shall be deemed part of this application.

Applicant agrees (a) that any manager employed in an on-sale licensed premises will have all the qualifications of a licensee, and (b) that he will not violate or cause or permit to be violated any of the provisions of the Alcoholic Beverage Control Act.

STATE OF CALIFORNIA County of INYO Date: August 13, 2018

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is an applicant, or one of the applicants, or an executive officer of the applicant corporation, named in the foregoing application, duly authorized to make this application on its behalf; (2) that he has read the foregoing and knows the contents thereof and that each of the above statements therein made are true; (3) that no person other than the applicant or applicants has any direct or indirect interest in the applicant or applicant's business to be conducted under the license(s) for which this application is made; (4) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety (90) days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor or transferor or to defraud or injure any creditor of transferor; (5) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

Effective July 1, 2012, Revenue and Taxation Code Section 7057, authorizes the State Board of Equalization and the Franchise Tax Board to share taxpayer information with Department of Alcoholic Beverage Control. The Department may suspend, revoke, and refuse to issue a license if the licensee's name appears in the 500 largest tax delinquencies list. (Business and Professions Code Section 494.5.)

Applicant Name(s) Applicant Signature(s)
R&G FUEL, INC. See 211 Signature Page
827 Esthcominy