

# Agenda



## County of Inyo Board of Supervisors

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

**NOTICE TO THE PUBLIC:** In order to minimize the spread of the COVID-19 virus, Governor Newsom signed Assembly Bill 361 – Brown Act: Remote Meetings During a State of Emergency that suspends certain requirements of the Brown Act. Please be advised that the Board of Supervisors Chambers are closed to the public, and the Board will be conducting its meetings online.

Board Members and Staff will participate via Zoom webinar, accessible to the public at <https://zoom.us/j/868254781>. Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: [donotreply@inyocounty.us](mailto:donotreply@inyocounty.us).

The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781.

Anyone wishing to make either a general public comment or a comment on a specific agenda item prior to the meeting or as the item is being heard, may do so either in writing or by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Written public comment, limited to **250 words or less**, may be emailed to the Assistant Clerk of the Board at [boardclerk@inyocounty.us](mailto:boardclerk@inyocounty.us). Your comments may or may not be read aloud, but all comments will be made a part of the record. Please make sure to submit a separate email for each item that you wish to comment upon.

**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.

### December 21, 2021 - 9:30 A.M.

1. **PUBLIC COMMENT** (Comments may be time-limited)

### CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – Names of cases: *LADWP v. Inyo County* (Kern County Sup. Ct. Case Nos. BCV-18-101260-TSC, BCV-18-101261-TSC, and BCV-18-101262-TSC).

**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 A.M.
3. **PLEDGE OF ALLEGIANCE**
  4. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW**
  5. **PUBLIC COMMENT** (Comments may be time-limited)
  6. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)

7. **INTRODUCTIONS** - The following new Public Works employees will be introduced to the Board: Aaron Ray Dondero, Equipment Operator Heavy; Brayán Gutierrez, Custodian; and Colton Kinzy, Equipment Operator Heavy.
8. **COVID-19 STAFF REPORT**

#### **DEPARTMENTAL - PERSONNEL ACTIONS**

9. **Assessor** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Appraiser I exists in the General Fund, as certified by the Assessor and concurred with by the County Administrative and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Appraiser I, Range 68 (\$4,714 - \$5,728).
10. **Treasurer-Tax Collector** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Technician exists in the General Fund, as certified by the Treasurer-Tax Collector and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Office Technician II or III at Range 059-063 (\$3,816 - \$5,091).

#### **CONSENT AGENDA** (Items that are considered routine and are approved in a single motion; approval recommended by the County Administrator)

11. **County Administrator - Economic Development** - Request Board: A) approve Amendment No. 1 to the contract between the County of Inyo and AccompanyCo of Palisade, CO, extending the term end date from December 31, 2021 to June 30, 2022, increasing the amount of the contract by \$15,000 for a total amount not to exceed of \$61,238, and expanding the Scope of Work to allow AccompanyCo to provide expertise and assistance in executing the Eastern Sierra Small Business Resource Center Launch Plan; and B) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
12. **County Administrator - Personnel** - Request Board ratify and approve the Staffing Vendor Agreement between the County of Inyo and Sierra Employment Services, Inc. of Mammoth Lakes, CA and Inyo County for the provision of temporary employment services for the period of December 14, 2021 through June 30, 2022, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
13. **Health & Human Services - Behavioral Health** - Request Board approve the agreement between the County of Inyo and Teleconnect Therapies of Avalon, CA for the provision of psychotherapy via telemedicine in an amount not to exceed \$59,040 for the period of January 1, 2022 through June 30, 2022 and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
14. **Health & Human Services - Health/Prevention** - Request Board ratify and approve the Memorandum of Understanding between the Inyo County Health & Human Services Mentor Program and Bishop Unified School District and authorize the HHS Director to sign.

15. **Planning Department** - Request Board: A) certify that \$72,877.70 in funds provided to Inyo County as an Affected Unit of Local Government (AULG) under the Nuclear Waste Policy Act, as amended, have been expended in accordance with the provisions of that Act, Public Law 97-425 and the 2010 Energy and Water Development and Related Agencies Appropriations Act (Public Law 111-85); and B) authorize the Chairperson to sign the certification and direct staff to submit it to the U.S. Department of Energy.
16. **Public Works** - Request Board approve Resolution No. 2021-57, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Accepting Easements from the U.S. Forest Service Regarding County Road and Death Valley Road," and authorize the Chairperson to sign.
17. **Public Works** - Request Board approve Amendment No. 2 to the agreement between the County of Inyo and Fountainhead Consulting Corporation of Anaheim, CA, extending the end date of the contract from December 31, 2021 to December 31, 2022 and authorize the Chairperson to sign the amendment, contingent upon all appropriate signatures being obtained.

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

18. **Public Works - Recycling & Waste Management** - Request Board: A) approve Consumer Price Index (CPI) adjustment of 5.3%, to the portion of the Service Fee Floor rates not associated with the tipping fees, effective January 1, 2022, in accordance with Franchise Agreements between the County of Inyo and contract waste haulers; and B) adopt the new schedule of Minimum Charges for Waste Hauling Services for Areas A & B in Inyo County as presented in Exhibit A.
19. **Public Works** - Request Board approve proposed Ordinance 1277 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Repealing Certain Portions of Ordinance No. 1167 (2011) and Setting Rates for Vehicle Parking at the Bishop Airport."
20. **Public Works** - Request Board:
  - A) Amend the Fiscal Year 2021-2022 Public Works Budget 011500 as follows: increase appropriation in Professional Services, Object Code 5265, by \$120,000 (*4/5ths vote required*);
  - B) Amend the Fiscal Year 2021-2022 General Fund Contingencies Budget #087100 as follows: decrease appropriation in Contingencies, Object Code 5901, by \$120,000 (*4/5ths vote required*);
  - C) Approve the Contract between the County of Inyo and Meyer Land Surveying of Oak Hills, CA, for on-call County Surveyor Services in an amount not to exceed \$120,000 for the period of January 1, 2022 through December 31, 2024; and
  - D) Authorize the chairperson to sign the contract, contingent upon obtaining appropriate signatures.
21. **Public Works** - Request Board:
  - A) Amend the Fiscal Year 2021-2022 State Funded Road Budget 034601 as follows:
    1. increase estimated revenue in Operating Transfers In Object Code 4998 by \$20,000 and
    2. increase appropriation in State Line Road Object Code (code # to be determined) by \$20,000 (*4/5ths vote required*);
  - B) Amend the Fiscal Year 2021-2022 Road Budget 034600 as follows: (1) increase appropriation in Operating Transfers Out Object Code 5801 by

- \$20,000 (4/5ths vote required);
- C) Approve the Memorandum of Agreement and Funds Transfer Agreement between the County of Inyo and the Federal Highway Administration for the project delivery, construction contracting, and contract administration of a California Federal Lands Access Program Grant in an amount not to exceed \$9,660,000 pending final project evaluation, with construction estimated to occur in FY 2027-2028, contingent upon the Board's approval of future budgets; and
  - D) Authorize the Chairperson to sign.

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

22. **PUBLIC COMMENT**

**BOARD MEMBERS AND STAFF REPORTS**

**CORRESPONDENCE - INFORMATIONAL**

23. **U.S. Geological Survey** - Letter regarding USGS Western Ecological Research Center's 2021 field studies of Bell's Vireos (*Vireo belli*) at Millpond Campground.



# County of Inyo



## Assessor

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** December 21, 2021

**FROM:** David Stottlemyre

**SUBJECT:** Change in Authorized Staffing and authorization to fill vacant position

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**RECOMMENDED ACTION:**

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Appraiser I exists in the General Fund, as certified by the Assessor and concurred with by the County Administrative and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Appraiser I, Range 68 (\$4,714 - \$5,728).

**SUMMARY/JUSTIFICATION:**

An appraiser recently accepted a position as Auditor-Appraiser, opening up this Appraiser position to backfill.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve this change, and leave the authorized strength as is.

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

There is sufficient funding in the Assessor's Office Budget for all of the requested changes.

**ATTACHMENTS:**

**APPROVALS:**

Darcy Ellis

Created/Initiated - 12/15/2021

Sue Dishion  
Meaghan McCamman  
Amy Shepherd  
David Stottlemyre

Approved - 12/15/2021  
Approved - 12/15/2021  
Approved - 12/16/2021  
Final Approval - 12/16/2021



# County of Inyo



## Treasurer-Tax Collector

### DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

**MEETING:** December 21, 2021

**FROM:** Alisha McMurtrie

**SUBJECT:** Approve the recruitment of one Office Technician II or III for the Treasurer-Tax Collector Department

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**RECOMMENDED ACTION:**

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Technician exists in the General Fund, as certified by the Treasurer-Tax Collector and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Office Technician II or III at Range 059-063 (\$3,816 - \$5,091).

**SUMMARY/JUSTIFICATION:**

This office technician position will be vacated on January 5, 2022. This position is a full-time position within the department. This position is assigned to assist with the treasury operations of the department and a successful candidate must be well versed in not only standard accounting practices, but cash management and governmental banking operations as well. This position is vital to the daily operations of the treasury and provides banking services and assistance to not only the County departments, but all depositing agencies within the treasury pool. I am requesting approval to begin the recruitment process and to hire one Office Technician II or III to fill this position after it vacates early next year.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the change in authorized staffing for the Treasurer-Tax Collector department. This is not recommended as it would result in a negative impact on the daily operations of the department.

**OTHER AGENCY INVOLVEMENT:**

Personnel

**FINANCING:**

The funding for this position is included in the approved 2021-2022 annual budget. The Treasurer-Tax Collector's office is a general fund department. This particular position is funded through the Treasurer's Administrative Fee.

**ATTACHMENTS:**

**APPROVALS:**

Alisha McMurtrie	Created/Initiated - 11/29/2021
Darcy Ellis	Approved - 11/30/2021
Sue Dishion	Approved - 12/7/2021
Amy Shepherd	Approved - 12/7/2021
Alisha McMurtrie	Final Approval - 12/7/2021





# County of Inyo



## County Administrator - Economic Development

### CONSENT - ACTION REQUIRED

**MEETING:** December 21, 2021

**FROM:** Leslie Chapman

**SUBJECT:** Amendment No. 1 to the contract between the County of Inyo and AccompanyCo of Palisade, CO

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**RECOMMENDED ACTION:**

Request Board: A) approve Amendment No. 1 to the contract between the County of Inyo and AccompanyCo of Palisade, CO, extending the term end date from December 31, 2021 to June 30, 2022, increasing the amount of the contract by \$15,000 for a total amount not to exceed of \$61,238, and expanding the Scope of Work to allow AccompanyCo to provide expertise and assistance in executing the Eastern Sierra Small Business Resource Center Launch Plan; and B) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

Over the past 12 months, great progress has been made on the establishment of the Eastern Sierra Small Business Resource Center (ESSBRC). AccompanyCo has been integral to the progress not only by creating the Business Plan but also by using their vast experience and knowledge to help guide County staff and participating stakeholders along the process. This contract was funded by a grant from the USDA Rural Business Grant, along with a small General Fund contribution. Originally, there were two components to the grant: \$15,000 for live business seminars; and \$35,000 for the comprehensive business plan. Recently, the USDA approved two grant amendments: one that allowed us to move the funds from the seminars and use them for the business plan, and one that extended the due date for the plan to January 31, 2022. This left room to expand the AccompanyCo scope of work and include the "Launch Plan" which will help us get the Small Business Resource Center up and running without impacting the County budget. These are exciting developments that will help improve the value of the ESSBRC and its odds of success. Staff recommends approving this amendment.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

There are no fiscal impacts to the County Budget as a result of this amendment.

**ATTACHMENTS:**

1. AccompanyCo Contract Amendment
2. AccompanyCo Contract

**APPROVALS:**

Miquela Beall	Created/Initiated - 12/3/2021
Darcy Ellis	Approved - 12/3/2021
Leslie Chapman	Approved - 12/14/2021
John Vallejo	Approved - 12/15/2021
Amy Shepherd	Final Approval - 12/16/2021

AMENDMENT NUMBER ONE TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
ACCOMPANY CO FOR THE PROVISION OF  
CONSULTING SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and AccompanyCo (hereinafter referred to as “Contractor”), have entered into an Agreement for the Provision of Consulting services dated June 22, 2021, on County of Inyo Standard Contract No. 113, for the term June 1, 2021 to December 31, 2021.

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

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

County and Contractor hereby amend such Agreement as follows:

1. TERM: January 1, 2022, to June 30, 2022
2. SCOPE OF WORK  
The Contractor shall provide expertise and assistance in executing the Eastern Sierra Small Business Resource Center Launch Plan, herein known as The Plan. Examples of what The Plan will include are listed below.

**EASTERN SIERRA SMALL BUSINESS RESOURCE CENTER LAUNCH PLAN:**

1. Establish Launch Team - modifying current WG accordingly
2. Prioritize work plan
3. Facility planning
4. Secure funding for initial staff and hire
5. Build Navigator program
  1. Identify key team
  2. Establish information and training needs and plan
  3. Training and implementation
  4. Continuous improvement
6. Hold initial meetups
7. Move forward on Angel and mentor groups
  1. Identify leaders
  2. Bring in regional reps from Fresno.
8. Work with Tribe on strategy to fill 4 unit strip
9. Begin build of “plan room”

AMENDMENT NUMBER ONE TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
ACCOMPANY CO FOR THE PROVISION OF  
CONSULTING SERVICES

3. CONSIDERATION

- a. Compensation. The limit upon amount payable under the agreement shall be amended to Sixty-one thousand two hundred thirty-eight dollars and zero cents. (\$61,238.00).

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

**COUNTY OF INYO**

**CONTRACTOR**

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

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

Signature

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

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

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

Taxpayer's Identification or Social Security Number:  
\_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

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

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND AccompanyCo**  
**FOR THE PROVISION OF Consulting SERVICES**

**INTRODUCTION**

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

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from June 1, 2021 to December 31, 2021 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. **Compensation.** County shall pay to Contractor the sum total of Forty six thousand two hundred thirty eight Dollars and zero cents (\$46,238.00) for performance of all of the services and completion of all of the work described in Attachment A.

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

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

D. **Limit Upon Amount Payable Under Agreement.** The total sum of all payments made by the County to Contractor for all services and work to be performed under this Agreement shall not exceed forty six thousand two hundred thirty eight Dollars and zero cents (\$46,238.00) (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, monthly itemized statements of services and work performed by Contractor in accordance with Attachment A and pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the services and work which was performed during the month. Upon receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on or before the last day of the month.

**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. INSURANCE.**

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

**9. STATUS OF CONTRACTOR.**

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

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

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

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

**10. DEFENSE AND INDEMNIFICATION.**

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

**11. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of

thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**17. CONFLICTS.**

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.

**18. 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.

**19. 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.

**20. 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-one (21) (Amendment).

**21. 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.


**22. 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:

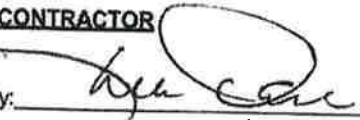
**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND AccompanyCo**  
**FOR THE PROVISION OF Consulting SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
22nd DAY June, 2021.

**COUNTY OF INYO**

By:   
Jeff Griffiths  
Type or Print Name  
Dated: 06/22/2021

**CONTRACTOR**

By:   
Thachase CEO  
Type or Print Name  
Dated: 6/4/21

APPROVED AS TO FORM AND LEGALITY:

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


APPROVED AS TO ACCOUNTING FORM:

  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

  
County Risk Manager



**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND AccompanyCo**  
**FOR THE PROVISION OF Consulting SERVICES**

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

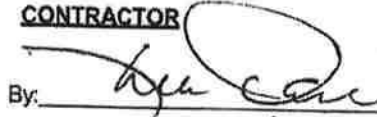
**COUNTY OF INYO**

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

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

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

**CONTRACTOR**

By:   
\_\_\_\_\_  
Thachase CEO  
Type or Print Name

Dated: 6/4/21

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 B

AGREEMENT BETWEEN COUNTY OF INYO  
AND AccompanyCo  
FOR THE PROVISION OF Consulting SERVICES

TERM:

FROM: June 1, 2021 TO: December 31, 2021

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

**Commercial General Liability (CGL):** ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The CGL policy shall contain, or be endorsed to contain, additional insured status as specified as follows.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage. May be waived with signed letter on Contractor's letterhead certifying that no vehicle or mobile equipment will be used in the execution of the agreement.

**Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. May be waived with signed letter on Contractor's letterhead certifying that Contractor has no employees.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

**Special Risks or Circumstances**

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



# County of Inyo



## County Administrator - Personnel

### CONSENT - ACTION REQUIRED

**MEETING:** December 21, 2021

**FROM:** Meaghan McCamman

**SUBJECT:** Staffing Vendor Agreement between the County of Inyo and Sierra Employment Services, Inc. of Mammoth Lakes, CA

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**RECOMMENDED ACTION:**

Request Board ratify and approve the Staffing Vendor Agreement between the County of Inyo and Sierra Employment Services, Inc. of Mammoth Lakes, CA and Inyo County for the provision of temporary employment services for the period of December 14, 2021 through June 30, 2022, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

Like the rest of the nation, Inyo County has been experiencing more than the usual number of staff vacancies, and is having an unusually difficult time recruiting new staff for a variety of open positions. Sierra Employment Services has indicated an ability to supply Inyo County with staff to fill necessary vacancies on an as-needed basis. This contract will serve as a master agreement allowing various departments within Inyo County to access temporary staff for up to 90 days. Approving this contract is not an authorization to hire, and a Department would need to obtain additional approval from your Board in order to actually employ temporary employees through SES.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the Staffing Vendor Agreement with Sierra Employment Services. This is not recommended as this Agreement will help Inyo County to fill positions as necessary.

**OTHER AGENCY INVOLVEMENT:**

Sierra Employment Services, Inc.

**FINANCING:**

No financial impact at this stage. This Agreement simply allows Inyo County to access temporary employment services, which would need to be approved on an as-needed basis.

**ATTACHMENTS:**

1. Modified Sierra Employment Service Staffing Agreement

**APPROVALS:**

Meaghan McCamman	Created/Initiated - 12/6/2021
Darcy Ellis	Approved - 12/6/2021
Sue Dishion	Approved - 12/7/2021
John Vallejo	Approved - 12/7/2021
Meaghan McCamman	Final Approval - 12/14/2021

## PRIMARY STAFFING VENDOR AGREEMENT

IT IS HEREBY AGREED by and between STAFFING FIRM (“STAFFING FIRM”), **Sierra Employment Services, Inc.** and **Inyo County, State of California** (“CLIENT”),

WHEREAS, STAFFING FIRM is engaged in the business of assigning its employees to perform services for clients, and providing related management and human resource services; and

WHEREAS, CLIENT desires to engage STAFFING FIRM to provide such services and to coordinate the provision of such services by other staffing firms (“SUBCONTRACTORS”) as may be necessary to meet CLIENT’s staffing needs;

NOW, THEREFORE, in consideration of the promises, and of the mutual covenants hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

### DEFINITIONS

1. For purposes of this Agreement, “CLIENT” refers to and includes the entity named above and its parents, subsidiaries, affiliates, and successors.
2. For purposes of this Agreement, “STAFFING FIRM” refers to and means **Sierra Employment Services, Inc.** and its parents, subsidiaries, affiliates, and successors.

### DUTIES OF STAFFING FIRM

3. Primary Vendor: STAFFING FIRM shall provide to CLIENT the services of its employees or of STAFFING FIRM’s SUBCONTRACTORS’ employees (“Assigned Employees”) as requested by CLIENT. CLIENT shall use the services of STAFFING FIRM as a vendor provider of Assigned Employees for CLIENT. STAFFING FIRM shall manage the provision of services to CLIENT by STAFFING FIRM and its SUBCONTRACTORS in accordance with the provisions of this Agreement. Requests by CLIENT to STAFFING FIRM to perform under this Agreement may be made by the County Administrator or the Human Resource Manager only. Requests to STAFFING FIRM for work or services to be performed under this Agreement will be based upon CLIENT’s need for such services. This is a non-exclusive agreement for services, and CLIENT remains free to contract with other vendors of employees and staffing services should it so desire. CLIENT makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of STAFFING FIRM by CLIENT under this Agreement. By this Agreement CLIENT incurs no obligation or requirement to request from STAFFING FIRM the performance of any services or work at all, even if CLIENT should have some need for such services or work during the term of this Agreement.
4. Responsibilities of STAFFING FIRM: STAFFING FIRM agrees to assume full responsibility for paying, withholding, and transmitting payroll taxes; making unemployment contributions; and handling unemployment and workers’ compensation claims involving Assigned Employees with respect to compensation that STAFFING FIRM has agreed to pay, and to require by written contract that its SUBCONTRACTORS agree to comply with these responsibilities for all Assigned Employees they provide. Assigned Employees shall not be entitled to holidays, vacations, disability, insurance, pensions or retirement plans, or any other benefits offered or provided by CLIENT to its direct employees. STAFFING FIRM shall require all Assigned Employees to sign an

agreement, annexed hereto as Exhibit A, acknowledging their understanding that they are not entitled to CLIENT benefits offered to its direct employees and waiving any right that may be deemed to exist or that may come into existence with respect to such benefits.

5. Client Executive: STAFFING FIRM shall designate and provide at no charge to CLIENT a STAFFING FIRM official to serve as liaison with CLIENT in overseeing the implementation of this Agreement.

6. Intentionally left blank.

7. Selection and Background Checks: STAFFING FIRM shall recruit, interview, and skills test, screen, and ensure compliance with legally required pre-employment obligations and require by written contract all of its SUBCONTRACTORS to do the same for all Assigned Employees to be assigned to CLIENT's facilities prior to their assignment at CLIENT.

8. Other Background Checks: Possible other checks include criminal conviction record, education, drug testing, credit searches, etc. Such additional checks will be done when mutually agreed upon by CLIENT and STAFFING FIRM, but CLIENT understands that such checks will be billed at a cost to the CLIENT.

9. Industry-specific Checks: Possibilities include security clearances, license/permit verifications, fingerprinting for financial services positions, etc. Such additional checks will be done when mutually agreed upon by CLIENT and STAFFING FIRM, but CLIENT understands that such checks will be billed at a cost to the CLIENT.

10. Reports: STAFFING FIRM shall produce such reports as CLIENT may reasonably request pertaining to Assigned Employees. STAFFING FIRM shall furnish to CLIENT any other reports in such formats and at such intervals as CLIENT may reasonably request.

11. Coordinated Billing: STAFFING FIRM shall coordinate all billing from and payments to any SUBCONTRACTORS and CLIENT shall receive one invoice for each period in which services are provided.

12. Subcontractors: STAFFING FIRM will evaluate CLIENT's staffing needs and STAFFING FIRM's ability to meet those needs. If STAFFING FIRM determines that additional sources of Assigned Employees are needed, then STAFFING FIRM shall identify, screen, and select appropriate SUBCONTRACTOR(s) to provide such Assigned Employees. Such SUBCONTRACTOR shall execute an agreement [to be negotiated between the Primary Vendor and the SUBCONTRACTOR] prior to providing any Assigned Employees to CLIENT.

13. Insurance.

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

## DUTIES OF CLIENT

### 14. Payment for Services:

A. Compensation. CLIENT shall pay STAFFING FIRM in accordance with the STAFFING FIRM's then-prevailing hourly rates for the services and work which are performed by STAFFING FIRM at CLIENT's request. Said rates shall be disclosed to CLIENT, and mutually agreed upon, on or about the time CLIENT requests services but prior to any work being performed under this Agreement. STAFFING FIRM shall notify CLIENT in advance of any change in the quoted rate for a specific Assigned Employee who is performing services, and obtain CLIENT's prior approval to the changed rate before providing continued services with that Employee. CLIENT's signature on STAFFING FIRM's or SUBCONTRACTOR's timesheets certifies that the hours shown are correct and that the work was performed to CLIENT's satisfaction and authorizes STAFFING FIRM to bill CLIENT for the hours worked by the named Assigned Employee.

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

C. No Additional Consideration. Except as expressly provided in this Agreement, STAFFING FIRM and its Assigned Employees, officers, subcontractors, successors, and assigns shall not be entitled to, nor receive, from CLIENT, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, STAFFING FIRM and its Assigned Employees, officers, subcontractors, successors, and assigns shall not be entitled, by virtue of this Agreement, to consideration in the form of 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. Billing and Payment. STAFFING FIRM shall submit to CLIENT, once a week, an itemized invoice of all services and work that were completed at CLIENT's request. This statement will identify the date on which the services and work were performed and describe the nature of the services and work that were performed on each day. Upon receipt of the invoice, CLIENT shall make payment to STAFFING FIRM. CLIENT acknowledges that a finance charge of no less than 1.5% per month will be charged for invoices over 30 days past due. CLIENT agrees that any litigation arising from the extension of credit shall be conducted in Inyo County, California, which shall have jurisdiction over any such legal proceedings.

### E. Federal and State Taxes.

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

(2) CLIENT shall 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 the Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

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

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

#### 15. Conversion Fees:

STAFFING FIRM (and all SUBCONTRACTORS in their written agreements with STAFFING FIRM) shall waive its right or claim to any placement fee, conversion fee, or liquidated damages in the event CLIENT hires directly on to its own payroll or engages as an independent contractor any Assigned Employee after such Assigned Employee has worked at CLIENT's facility for the maximum period of time permitted by Government Code section 31000.4 and at least a minimum of 480 hours, provided that CLIENT has paid to STAFFING FIRM all invoiced amounts for such Assigned Employee. In the event that CLIENT hires or engages as an independent contractor any Assigned Employee prior to the Assigned Employee working at CLIENT'S facility for at least 480 hours, STAFFING FIRM shall receive a placement fee equal to 10% of the Assigned Employee's hourly wages for the remaining hours to reach the 480 minimum.

This section shall not apply to the situation where an Assigned Employee who has never provided services under this Agreement applies on his or her own initiative for employment with CLIENT. In that event, CLIENT may hire said Assigned Employee without any prior discussion with STAFFING FIRM and no fee of any kind shall be owing to STAFFING FIRM as a result.

16. No Payroll Transfer: CLIENT agrees not to directly or indirectly cause or permit any Assigned Employee assigned to CLIENT by STAFFING FIRM or SUBCONTRACTOR pursuant to this Agreement to transfer to another entity's payroll, or to perform services for CLIENT while on the payroll of any person or firm other than STAFFING FIRM or SUBCONTRACTOR during the term of this Agreement and for a period of 90 days after such Assigned Employee's assignment at CLIENT ends. If CLIENT violates this paragraph, then CLIENT shall pay to STAFFING FIRM a fee in the amount of 10% of the Assigned Employee's annualized regular salary and wages, or one thousand five hundred dollars (\$1500.00), whichever figure is higher.

This section shall not apply to the situation where an Assigned Employee who has never provided services under this Agreement applies on his or her own initiative for employment with CLIENT. In that event, CLIENT may hire said Assigned Employee without any prior discussion with STAFFING FIRM and no fee of any kind shall be owing to STAFFING FIRM as a result.

17. No Staff Hires: CLIENT and STAFFING FIRM agree not to directly or indirectly employ or engage as an independent contractor any staff employee of the other party during the term of this Agreement and for a period of 90 days thereafter without the prior written consent of the other

party. The term “staff employee” does not mean “Assigned Employee,” but rather refers to an employee of staffing firm who works at the premises of the STAFFING FIRM and assists in running the firm but is not themselves “assigned” to work at the premise of a CLIENT. Any party violating this paragraph shall pay to the other party a fee in the amount of 10% of the employee’s annualized regular salary and wages.

This section shall not apply to the situation where an Assigned Employee who has never provided services under this Agreement applies on his or her own initiative for employment with CLIENT. Nor shall this section apply to the situation where more than 90 days have passed since an Assigned Employee last performed services for CLIENT under this Agreement. In such situations, CLIENT may hire said Assigned Employee without any prior discussion with STAFFING FIRM and no fee of any kind shall be owing to STAFFING FIRM as a result.

18. Limitations:

a. CLIENT agrees that it will not entrust Assigned Employees with cash, checks, credit cards, merchandise, negotiable instruments, or other valuables without the express prior written permission of STAFFING FIRM and/or SUBCONTRACTOR and then only under STAFFING FIRM’s or SUBCONTRACTOR’s direct supervision and control. The term “valuables” does not include any office equipment, including but not limited to computers, calculators, desk sets, typewriters, phones, fax machines, copiers, televisions, radios, cameras, or other audio-video equipment found in offices or conference rooms, regardless of whether owned by CLIENT or by its officers, agents, or employees.

b. CLIENT will not request or permit any Assigned Employee to use any vehicle or operate machinery regardless of ownership, in connection with the performance of services for CLIENT. These restrictions may be waived only if such waiver is obtained in writing from the President/CEO of the STAFFING FIRM.

c. CLIENT agrees that Assigned Employees will only work on jobs for which they were hired and trained. Any variances must be reported to STAFFING FIRM.

d. CLIENT agrees to notify STAFFING FIRM immediately if an Assigned Employee has an unexcused absence, is tardy, insubordinate, dishonest, or uncooperative, threatens or engages in violence, leaves work without permission, violates company rules of conduct or safety, destroys company property, reports to work under the influence of drugs or alcohol or is acting in an intoxicated or suspicious manner or any other reason the CLIENT feels Assigned Employee is inappropriate.

## NO GUARANTEE OF RATES

19. As discussed above, CLIENT will pay STAFFING FIRM’s then prevailing rates for services, at the time a request for services is made, and CLIENT understands that said rates may change from time to time during this Agreement. Notwithstanding, once STAFFING FIRM has quoted a specific rate to CLIENT for a particular staffing service, that rate shall apply to the services unless and until STAFFING FIRM has provided CLIENT with advance notice of any change in said rate, such that CLIENT may decide whether to discontinue services in light of the changed rate before services are actually rendered.

## INDEPENDENT CONTRACTOR

20. The services which STAFFING FIRM and its SUBCONTRACTORS shall render under this Agreement shall be as an independent contractor with respect to each other and to CLIENT. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, or employer and employee, between STAFFING FIRM and CLIENT, or any SUBCONTRACTOR and CLIENT.

21. STAFFING FIRM and SUBCONTRACTORS shall provide workers' compensation insurance coverage for Assigned Employees (except that STAFFING FIRM's workers' compensation liability may be limited in certain cases as provided in paragraphs 20b. and 47f.). The parties agree to immediately notify each other of any injury or accidents or any claim for workers' compensation benefits involving Assigned Employees assigned to CLIENT's facility. Excluding emergencies, STAFFING FIRM must be contacted before an Assigned Employee sees a doctor. CLIENT understands that STAFFING FIRM will coordinate appropriate treatment (unless it is an emergency) at a Preferred or Exclusive Provider. CLIENT understands that a qualified representative of STAFFING FIRM will be allowed to obtain a report after and accident or injury to insure proper disposition of possible claims.

## OSHA COMPLIANCE

22. Because CLIENT controls the facilities in which Assigned Employees work, it is agreed that CLIENT is primarily responsible for compliance with the Occupational Safety and Health Act and comparable federal, state laws and regulations thereunder, to the extent those laws apply to Assigned Employees assigned to CLIENT's workplaces owned, leased or supervised by CLIENT and to which STAFFING FIRM's Assigned Employee are requested to work, except as may be otherwise agreed in writing signed by the parties hereto. CLIENT also agrees to provide safety equipment, protective clothing and other health and safety devices necessary or required by law, or used by CLIENT's employees in the performance of similar work.

## EEO COMPLIANCE

23. CLIENT and STAFFING FIRM affirm and agree that they are equal employment opportunity employers and are in full compliance with any and all applicable anti-discrimination laws, rules, and regulations. CLIENT and STAFFING FIRM agree not to harass, discriminate against, or retaliate against any employee of the other because of his or her race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall either party cause or request the other party to engage in such discrimination, harassment, or retaliation. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any Assigned Employee, CLIENT and STAFFING FIRM agree to cooperate in the prompt investigation and resolution of such complaint.

## FMLA COMPLIANCE

24. CLIENT and STAFFING FIRM agree that for purposes of all statutory and regulatory requirements for employee leaves of absence, including but not limited to the Family and Medical Leave Act, the California Family Rights Act, the Pregnancy Disability Law, and any similar state or local law, CLIENT shall cooperate in STAFFING FIRM's compliance with any such requirements.

In no event shall this section be construed as assigning or transferring to CLIENT any legal responsibility for STAFFING FIRM's compliance with such laws.

## RIGHT TO AUDIT AND CONFIRM COMPLIANCE

25. Upon reasonable written notice to STAFFING FIRM, CLIENT may inspect STAFFING FIRM's records to verify STAFFING FIRM's compliance with this Agreement.

## CONFIDENTIALITY

26. CLIENT's Confidential Information: STAFFING FIRM acknowledges that it or its Assigned Employees may be given access to or acquire information which is proprietary to or confidential to CLIENT or its affiliated companies and their clients and customers. Any and all such information obtained by STAFFING FIRM shall be deemed to be confidential and proprietary information. STAFFING FIRM agrees to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purposes whatsoever other than the providing of services to CLIENT. STAFFING FIRM agrees to direct Assigned Employees to keep such information confidential, and to require Assigned Employees to enter into Confidentiality Agreements in the form annexed hereto as Exhibit B before being assigned to CLIENT.

27. STAFFING FIRM's Confidential Information: CLIENT acknowledges that during STAFFING FIRM's performance under this Agreement, CLIENT may be given access to or acquire Confidential Information of STAFFING FIRM (as defined below), all of which provides STAFFING FIRM with a competitive advantage and none of which is readily available. CLIENT agrees that during the term of this Agreement and any time thereafter it will not use or disclose to any person or company soliciting or requesting information from the CLIENT as a public record under the California Public Records Act (except under the authority of STAFFING FIRM or if ordered to do so by a Court of competent jurisdiction) any Confidential Information obtained during the term of this Agreement for any reason or purpose. CLIENT also agrees that it will use due care and diligence to prevent any unauthorized use or disclosure of such information as a public record under the Public Records Act. As used herein, STAFFING FIRM's "Confidential Information" means: all information regarding STAFFING FIRM's Assigned and Staff Employees, including but not limited to their names, home addresses, telephone numbers, skills, qualifications, evaluations, availability, record of assignments, and related information. The intention of this section is to prevent third parties, including but not limited to other vendors of staffing services, from obtaining information about Assigned Employees from CLIENT for purposes of "poaching" STAFFING FIRM's Assigned Employees or otherwise obtaining a competitive advantage over STAFFING FIRM. This section is not intended to affect or prevent any disclosures of information related to Assigned Employees as can and will occur in the ordinary course of an Assigned Employee's services to CLIENT, nor shall it apply to any disclosure or report that CLIENT is legally required to make.

## ASSIGNMENT OF COPYRIGHTS AND PATENTS TO CLIENT

28. Any and all discoveries and/or inventions (which shall include improvements and modifications) relating to work performed by Assigned Employees, or relating to matters disclosed to Assigned Employees in connection with work to be performed, or suggested by such matters, whether or not patentable, which discoveries and/or inventions are made or conceived by Assigned Employees, solely or jointly with others, during the term of any assignment (regardless of whether conceived or developed during working hours) or during a period of one (1) year thereafter, shall

be the property of CLIENT as “work made for hire” to the extent provided by sections 101 and 201(b) of the Copyright Act, 17 U.S.C. 101 *et seq.*, and such discoveries and/or inventions shall be promptly disclosed to CLIENT. CLIENT shall have the right to file and prosecute, at its own expense, all patent applications, whether U.S. or foreign, on said discoveries and/or inventions. Assigned Employees shall, during any assignment with CLIENT or any time thereafter, provide to CLIENT all documents, information, and assistance requested for the filing or prosecution of any such patent application, for the preparation, prosecution, or defense of any legal action or application pertaining to such discoveries and/or inventions and for the assignment or conveyance to CLIENT of all right, title, and interest in and to such discoveries and/or inventions, patent applications, and letters patent issuing thereon. All Assigned Employees shall sign an agreement, attached hereto as Exhibit C, confirming the provisions contained in this paragraph 30.

## COOPERATION

29. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings which may be brought by or involve any of the Assigned Employees.

## TERM AND TERMINATION

30. a. Unless sooner terminated, the initial term of this Agreement shall be from the date it is signed by both parties until June 30, 2022, at which point it shall automatically renew for another 12 months (one fiscal year), and each year thereafter, unless modified or terminated in accordance with the provisions of this Agreement. The parties agree to waive any notice prior to automatic renewal of this Agreement that may be required by state law.

b. This Agreement may be terminated without cause by either party upon 14 days’ written notice to the other party. Such notice shall be personally delivered or sent by recognized overnight courier or by certified mail, return receipt requested, and shall be effective when received as follows:

As to STAFFING FIRM:

Name: Meghan Stevens  
Title: CEO/President  
Company: Sierra Employment Services, Inc.  
Address: P.O. Box 362,  
Mammoth Lakes, CA 93564

With a copy to:

As to CLIENT:

Name: \_\_\_\_\_  
Title: County Administrative Officer  
Company: Inyo County  
Address: P.O. Box N  
Independence, CA 93526

With a copy to:

c. Either party may designate a different person to whom notices should be sent at any time by notifying the other party in writing in accordance with this Agreement.

d. Notwithstanding any other provision of this Agreement, in the event the other party declares or becomes bankrupt or insolvent, dissolves or discontinues operations, or fails to make

any payments within the time periods specified in this Agreement, either party may terminate this agreement upon 48 hours' written notice.

31. Notwithstanding any other provision of this Agreement, if CLIENT terminates this Agreement or notifies STAFFING FIRM of its intent to terminate this Agreement, and CLIENT desires to have all or some of the Assigned Employees continue to work at CLIENT's facilities, CLIENT shall have the following options:

a. To pay STAFFING FIRM as a conversion fee (1) of 10% of the Assigned Employee's annualized compensation or for each such Assigned Employee then assigned to CLIENT (or who was assigned to CLIENT during the preceding 520 hours) who is engaged by CLIENT as an independent contractor or hired directly by CLIENT, and (2) 10% of the Assigned Employee's annualized compensation for each such Assigned Employee who is transferred to or placed on the payroll of any other firm or person and who continues to perform services for CLIENT or at CLIENT's facility; or

b. To continue to pay STAFFING FIRM for such Assigned Employee's services at STAFFING FIRM's billing rate in effect at the time of the termination of the Agreement for any services performed by such Assigned Employee for a one-year period following the cancellation of this Agreement.

32. In the event that paragraph 33 is triggered due to CLIENT's termination of the Agreement and desire to have all or some of the Assigned Employees continue to work at CLIENT's facilities, CLIENT shall notify STAFFING FIRM which of the options in paragraph 33 it elects, in writing, at least no more than five (5) days prior to the date it intends to terminate this Agreement and to make such payments as may be required as soon as practicable thereafter, but in no event less than ten (10) days from the date the Agreement is terminated. If CLIENT does not make the election within such five-day (5-day) period, paragraph 33(a) will apply.

## MISCELLANEOUS

33. Survival of Certain Provisions: Those provisions of this Agreement which by their terms extend beyond the termination or non-renewal of this Agreement shall remain in full force and effect and survive such termination or non-renewal.

34. Amendments: No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing signed by the parties.

35. Severability: Each provision of this Agreement shall be considered severable such that if any one provision or clause conflicts with existing or future applicable law, or may not be given full effect because of such law, this shall not affect any other provision which can be given effect without the conflicting provision or clause.

36. Complete Agreement: This Agreement, the exhibits attached hereto, and the provisions on the STAFFING FIRM Timesheet Agreement, contain the entire understanding between the parties hereto, and supersede all prior agreements and understandings relating to the subject matter hereof.

37. Successors and Assigns: The provisions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective representatives, successors, and assigns.

38. Headings: The headings of the paragraphs of this Agreement are inserted solely for the convenience of reference. They shall in no way define, limit, extend, or aid in the construction of the scope, extent, or intent of this Agreement.

39. Waiver: The failure of a party to enforce the provisions of this Agreement shall not be construed as a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.

40. Transferability: Neither party shall transfer or assign this Agreement without the written consent of the other party.

41. Ambiguities: The rule of construction that ambiguities in an agreement are to be construed against the drafter shall not be invoked or applied in any dispute regarding the meaning or interpretation of any provision of this Agreement.

## REMEDIES

42. This Agreement shall not affect or alter either party's rights to seek legal or equitable relief, including but not limited to injunctive relief or specific performance, in the event of a breach or threatened breach by the other party.

43. Intentionally left blank.

44. Indemnifications:

a. STAFFING FIRM shall defend, indemnify, and hold harmless CLIENT, 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 STAFFING FIRM, or STAFFING FIRM's agents, officers, or employees. STAFFING FIRM's obligation to defend, indemnify, and hold CLIENT, 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. STAFFING FIRM's obligation under this provision 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 STAFFING FIRM, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. STAFFING FIRM's obligation under this provision also extends to any claim asserted against CLIENT by an Assigned Employee for benefits, damages, contributions, or penalties under any employee benefit plan, including but not limited to the California Public Employees Retirement System (CalPERS), fringe benefit plan, or personnel policy sponsored and maintained by CLIENT, whether or not such plans exclude Assigned Employees from coverage and whether or not Assigned Employees are ever found to constitute common-law employees of CLIENT.

STAFFING FIRM's obligation to defend, indemnify, and hold CLIENT, its agents, officers, and employees harmless under this section is not limited to, or restricted by, any requirement in this Agreement for STAFFING FIRM to procure and maintain a policy of insurance.

b. To the extent permitted by law, CLIENT shall defend, indemnify, and hold harmless STAFFING FIRM, 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 CLIENT, its officers, or employees.

c. The parties agree that this paragraph 46 is the complete agreement between them with respect to any possible indemnification claim, and waive their right to assert any common-law indemnification or contribution claim against the other. In the event that CLIENT and STAFFING FIRM are adjudged to be both partially at fault in any proceeding giving rise to an award of actual damages by a third party against both of them, CLIENT and STAFFING FIRM agree to bear responsibility for the resulting damages equal to their respective proportionate share of fault.

d. As a condition precedent to indemnification hereunder, the parties each agree to inform the other within 2 business days of its receipt of any claim, demand, or notice for which indemnification hereunder may be sought, and to cooperate in the investigation and defense of any such claim, demand, or notice.

45. Disclaimer of STAFFING FIRM Liability: STAFFING FIRM expressly disclaims liability for any claim, loss, or liability of any kind whatsoever resulting from:

a. CLIENT's failure to supervise, control, or safeguard premises, processes, or systems; or, without STAFFING FIRM's express prior written approval, entrusting Assigned Employees with cash, checks, credit cards, merchandise, negotiable instruments, or other valuables. The term "valuables" shall not include any office equipment, including but not limited to computers, calculators, desk sets, typewriters, phones, fax machines, copiers, televisions, radios, cameras, or other audio-video equipment found in offices or conference rooms, regardless of whether owned by CLIENT or by its officers, agents, or employees.

b. CLIENT shall not permit Employees to use any vehicle or mobile equipment, regardless of ownership, in connection with the performance of services for CLIENT.

c. Promises of increased compensation made by CLIENT to Assigned Employees.

d. Claims by any person relating to any CLIENT product or service.

e. CLIENT's making substantial changes in the Assigned Employee's job duties or risks without STAFFING FIRM's prior written approval.

f. Claims by any person based on allegations that CLIENT's business activities damaged the environment.

g. The conduct of CLIENT's officers, employees, and agents.

h. Failure by CLIENT to provide Assigned Employees with a safe worksite or to provide information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the worksite, whether or not required by law.



46. Choice of Law: This agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to any conflicts of law principles thereof.

IN WITNESS WHEREOF, this Agreement has been duly executed by STAFFING FIRM and CLIENT on the dates set forth below.

**CLIENT**

**STAFFING FIRM**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

EXHIBIT A

**BENEFITS AGREEMENT AND WAIVER**

In consideration of my assignment to any CLIENT by Sierra Employment Services, Inc. (STAFFING FIRM), I agree that I am solely an employee of STAFFING FIRM for benefits plan purposes and that I am eligible only for such benefits as STAFFING FIRM may offer to its employees. I further understand and agree that I am not eligible for or entitled to participate in any benefit plan offered by CLIENT, its parents, affiliates, subsidiaries, or successors to any of its direct employees, regardless of the length of my assignment to CLIENT by STAFFING FIRM and regardless of whether I am held to be a common-law employee of CLIENT for any purpose, and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits. I understand and agree that CLIENT is a third-party beneficiary of this Agreement and may fully enforce the Agreement's terms against me.

**ASSIGNED EMPLOYEE**

**STAFFING FIRM**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

EXHIBIT B

**ASSIGNED EMPLOYEE CONFIDENTIALITY AGREEMENT**

As a condition of my assignment by Sierra Employment Services, Inc. to any CLIENT, I hereby acknowledge and agree as follows:

I will not use, disclose, or in any way reveal or disseminate to unauthorized parties any information I gain through contact with materials or documents that are made available through my assignment at CLIENT or that I learn about during such assignment.

I will not disclose or in any way reveal or disseminate any information pertaining to CLIENT or its operating methods and procedures that come to my attention as a result of this assignment.

Under no circumstances shall I remove copies or documents from the premises of CLIENT.

I understand that I shall be responsible for any direct or consequential damages resulting from any violation of this agreement.

I understand and agree that CLIENT is a third-party beneficiary of this Agreement and may fully enforce the Agreement's terms against me.

The obligations of this Agreement shall survive my employment by Sierra Employment Services, Inc.

**Assigned Employee**

**Witness**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXHIBIT C

ASSIGNMENT OF COPYRIGHT AND PATENTS

In connection with my assignment to provide services to CLIENT, I agree that any and all discoveries and/or inventions (which shall include improvements and modifications) relating to work I perform while providing services to CLIENT, or relating to matters disclosed to me by CLIENT in connection with work to be performed, or suggested by such matters, whether or not patentable, which discoveries and/or inventions are made or conceived by me, solely or jointly with others, during the term of my assignment (regardless of whether conceived or developed during work hours) or during a period of one (1) year thereafter, shall be the property of CLIENT as "work made for hire" to the extent provided by sections 101 and 201(b) of the Copyright Act, 17 U.S.C. 101 *et seq.*, and such discoveries and/or inventions shall be promptly disclosed to CLIENT. CLIENT shall have the right to file and prosecute, at its own expense, all patent applications, whether U.S. or foreign on said discoveries and/or inventions. I shall, during any assignment to CLIENT or at any time thereafter, provide to CLIENT all documents, information, and assistance requested for the filing or prosecution of any such patent application, for the preparation, prosecution, or defense of any legal action or application pertaining to such discoveries and/or inventions and for the assignment or conveyance to CLIENT of all right, title, and interest in and to such discoveries and/or inventions, patent applications, and letters patent issuing thereon. I understand and agree that CLIENT is a third-party beneficiary of this Agreement and may fully enforce the Agreement's terms against me.

**Assigned Employee**

**Witness**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# County of Inyo



## Health & Human Services - Behavioral Health

### CONSENT - ACTION REQUIRED

**MEETING:** December 21, 2021

**FROM:** Melissa Best-Baker

**SUBJECT:** Inyo County HHS-BH contract with Teleconnect Therapies for the provision of tele-psychotherapy services

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**RECOMMENDED ACTION:**

Request Board approve the agreement between the County of Inyo and Teleconnect Therapies of Avalon, CA for the provision of psychotherapy via telemedicine in an amount not to exceed \$59,040 for the period of January 1, 2022 through June 30, 2022 and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

As the contracted Mental Health Plan, we are required to have a certain number of therapists available to provide services to our clients. Over the last several months, we have had vacancies that are difficult to fill and team members who have been and/or are out on extended leave. Our current contractor for telepsychiatrist services is unable to provide this level of service and recommended a provider who they have worked with in the past, which has allowed for effective continuity of care and service delivery coordination. The Department is requesting approval of this contract while we continue to recruit and hire the staff required to meet our service delivery requirements under our contract with the Department of Health Care Services. This will also enable us to provide timely services to clients in need.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could decide not to approve this contract with Teleconnect Therapies and we would have to put clients on a wait list until we have staff hired and trained, as well as impact our ability to meet network adequacy standards required by the State.

**OTHER AGENCY INVOLVEMENT:**

None.

**FINANCING:**

Mental Health Realignment and reimbursement will be pursued for all Medi-Cal eligible services provided. This expense is budgeted in Mental Health (045200) in Professional and Special Services (5265). No County General Funds.

**ATTACHMENTS:**

1. Final Inyo-TCT Agreement

**APPROVALS:**

Lucy Vincent	Created/Initiated - 12/7/2021
Darcy Ellis	Approved - 12/7/2021
Melissa Best-Baker	Approved - 12/10/2021
Marilyn Mann	Approved - 12/13/2021
John Vallejo	Approved - 12/14/2021
Amy Shepherd	Approved - 12/16/2021
Marilyn Mann	Final Approval - 12/16/2021

**AGREEMENT BETWEEN COUNTY OF INYO  
AND TELECONNECT THERAPIES  
FOR THE PROVISION OF TELE THERAPY SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the tele therapy services of TeleConnect Therapies (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 Marilyn Mann, whose title is Director. 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 January 2, 2022 to June 30, 2022

unless sooner terminated as provided below. Term may be extended by mutual written consent of the parties as described under AMENDMENT section of this agreement.

**3. CONSIDERATION.**

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

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

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

**D. Limit Upon Amount Payable Under Agreement.** The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Fifty-nine Thousands and forty Dollars (\$59,040) (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. Contractor therapists shall have four (4) scheduled weeks off per year, for which County will not be charged. Time off will be scheduled with County at least 1-month in advance.

**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, STAFF, ET CETERA.**

County shall provide and maintain all videoconferencing equipment and office space at the clinic (originating) site and will provide a safe environment for the provision of teletherapy services to patients as outlined in Attachment A in this Agreement. County shall designate an onsite County staff person to assist the mutual County/Contractor patients as necessary before, during and after teletherapy appointments. Contractor shall provide at the provider (distant) 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. 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.

**9. 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.

**10. DEFENSE AND INDEMNIFICATION.**

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

**11. 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.

## **12. 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.

## **13. 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.

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

**17. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor

without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated

thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**21. FUNDING LIMITATION.**

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

**22. AMENDMENT.**

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



**23. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which 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  
Health & Human Services Department  
1360 North Main Street, Suite 124 Address  
Bishop, CA 93514 City and State

Contractor:  
TeleConnect Therapies Name  
P.O. Box 1665 Address  
Avalon, CA 90704 City and State

**24. ENTIRE AGREEMENT.**

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

**25. SUBCONTRACTOR COMPLIANCE REQUIREMENTS**

As a mental health plan subcontractor, Contractor agrees to abide by all rules and requirements contained within Attachment D.

**AGREEMENT BETWEEN COUNTY OF INYO  
AND TELECONNECT THERAPIES  
FOR THE PROVISION OF TELE THERAPY SERVICES**

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

**COUNTY OF INYO**

**CONTRACTOR**

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

By: D. Sampson  
Signature

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

Dawn Sampson, CEO  
Print or Type

Name

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

Dated: 12-10-21

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 TELECONNECT THERAPIES FOR THE PROVISION OF TELE THERAPY SERVICES

#### TERM:

FROM: 1/2/2022 TO: 6/30/2022

#### SCOPE OF WORK:

##### I. Program Operation

- A. County shall determine the number of contracted hours per month for Contractor services. County will also identify a contact person for Contractor services at County Clinic.
- B. County shall provide videoconferencing equipment and consultation space at County site that is compliant with all California DHCS/ Medi-Cal requirements.
- C. Patient Eligibility Criteria:
  - 1. Must be a registered patient of County.
  - 2. Must consent to receive telemental health services and consent to all other procedures associated with the teletherapy program including sharing of medical records necessary for coordination of patient care between Contractor and County.
  - 3. Must be deemed clinically appropriate for teletherapy services by Contractor.
- D. County will schedule patients for initial medical necessity screening and assessments an agreed upon scheduling system.
- E. Prior to initiating services County and Contractor shall agree upon procedures for evaluation and treatment of patients who are determined by Contractor to be a potential danger to themselves, to others, or to be gravely disabled and unable to care for themselves. Contractor will follow the agreed upon procedures as needed during each patient's course of care.
- F. During the CA COVID-19 State of Emergency Declaration therapy services may be provided by Contractor directly to patients in their homes using medical-grade HIPAA-compliant Zoom software, at the request of the County. Contractor will follow procedures established by County for patient registration and communication with County staff during this period.
- G. County will provide the patient with an orientation to the telemental health system prior to initial appointment with Contractor.
- H. On each date of scheduled service in which a patient is scheduled for a teletherapy appointment in the County mental health clinic, a videoconference

connection will be established prior to the patient appointment following an agreed upon process.

- I. Following an initial clinical evaluation patients who are found to meet medical necessity criteria for ongoing telemental health services are given regularly scheduled appointments, as clinically indicated, to be scheduled using the County's desired scheduling system.
- J. If the Contractor therapist determines that a psychiatric consult is recommended, Contractor will use the County's system for referrals to psychiatric services. If the patient is seen by a psychiatrist, Contractor will consult with psychiatrist as clinically appropriate to coordinate patient care.
- K. If at any time Contractor believes a patient has transitioned to a lower level of care, County staff will be notified and appropriate referrals will be made.
- L. Consult with Clinical Administrator if contractor feels patient's needs cannot be met by tele therapist.
- M. County shall provide Contractor with necessary training on Electronic Health Record system and will provide remote access to system. Contractor will follow County procedures for clinical documentation.
- N. Contractor providers shall have 4 scheduled weeks off per year, for which County will not be charged. Time off will be scheduled at least 1-month in advance. During each provider's days off another licensed mental health professional will be available by telephone for patient urgent mental health needs.
- O. If Contractor or County must cancel a date of service due to unforeseen illness, injury, natural disaster or other unavoidable event, the County will not be billed. In the event of a cancellation, the County will be notified as soon as possible to reschedule patients.
- P. County to share all subpoenas and/or authorized written requests for patient therapy records or therapy reports directly to the Contractor therapist providing the patient's care for authorization prior to release of any patient records to the patient or to a third party.

## **II. Contractor Responsibilities:**

In addition to Contractor responsibilities outlined above under "Program Operation" Contractor shall:

- A. Provide biopsychosocial and diagnostic assessments for scheduled patients including a provisional diagnosis within business day after initial appointment.
- B. Provide a written biopsychosocial assessment report on each patient, using County-approved format according to County timeline.
- C. Complete patient progress note in County EHR system following each date of service following County timeline.
- D. Provide a written patient treatment plan, reassessment, and discharge summary for each patient following County directed format and timeline.
- E. Complete Quality Assurance Clinical Chart reviews including system review, thorough clinical review, and written report to PIQA Manger, as assigned by County.
- F. Provide proof of annual

1. HIPPA privacy and security training
- G. Complete county required trainings (i.e. cultural competency (totaling 4 hours), compliance, fraud waste and abuse)

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND TELECONNECT THERAPIES  
FOR THE PROVISION OF TELETHERAPY SERVICES**

**TERM:**

**FROM: 1/2/2022 TO: 6/30/2022**

**SCHEDULE OF FEES:**

Scope of Work	Schedule of Fees
Initial Assessment or Reassessment of patient, including: *Review of referral source information and pre-visit PHQ9/PHQA, GAD-7, and/or PSC-35 results; *50-60- minute Face to Face biopsychosocial interview with patient, with some simultaneous EHR documentation	\$125
*Up to 90-minutes additional time to complete written initial biopsychosocial assessment report, or reassessment report, including medical necessity documentation, in EHR	\$125
2 <sup>nd</sup> Initial Assessment or Re-assessment patient visit-45-60 minutes face to face with patient, and up to 30-additional minutes for completion of report in EHR;  To be pre-approved by ICDHHS only for complex cases not able to be thoroughly assessed or reassessed within one visit.	\$125
Mental Health Therapy: Including 50-60 minute remote face to face time with patient (Minimum 40-minutes with children), and up to 30-additional minutes completing session progress notes, and/or treatment plans in EHR as required.	\$125
Therapy discharge summary or patient transfer summary including review of chart, documentation in	\$62.50

EHR and any required collaboration with new therapist	
QA Clinical Chart Review including system review, thorough clinical review, and written report to PIQA Manger (up to 90-minutes)	\$125
QA Clinical Chart Review- each additional 30-minutes to complete review and report	\$62.50
Patient "No-Show" in which the patient does not show for a scheduled appointment and does not cancel the appointment prior to the scheduled appointment time.	\$62.50 (Billing by Contractor to be limited to 1 for each 4-hour block of time scheduled)
Therapist attendance at County-required cultural competency, compliance, fraud waste and abuse, and/or other trainings, per hour.	\$75

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND TELECONNECT THERAPIES  
FOR THE PROVISION OF TELE THERAPY SERVICES**

**TERM:**

**FROM: 1/2/2022      TO: 6/30/2022**

**SEE ATTACHED INSURANCE**

**PROVISIONS**



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

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

**Commercial General Liability (CGL):** ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, sexual misconduct, and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The CGL policy shall contain, or be endorsed to contain, additional insured status as specified as follows.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. May be waived with signed letter on Contractor's letterhead certifying that Contractor has no employees.

**Professional Liability:** Insurance as appropriate to the Contractor's profession (errors and omissions, medical malpractice, etc.), with limit no less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate. Professional liability insurance coverage is normally required if Contractor is provided a professional service regulated by the state; however, other professional contractors, such a computer software designers and claims administration providers, should also have professional liability. Check with Risk Management if PL is required.

**Cyber Liability Insurance,** with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Cyber liability requirement may be waived if Contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit

monitoring expenses with limits sufficient to respond to these obligations. Check with Risk Management if CL is required.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

#### **OTHER INSURANCE PROVISIONS**

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

##### **Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

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

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

##### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

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

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

##### **Claims Made Policies (should be applicable only to professional liability)**

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**Verification of Coverage**

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

**Special Risks or Circumstances**

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

-end-

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND TELECONNECT THERAPIES  
FOR THE PROVISION OF TELE THERAPY SERVICES**

**TERM:**

**FROM: 1/2/2022 TO: 6/30/2022**

**Mental Health Plan (MHP)  
Subcontractor  
Compliance Requirements**

**Disclosures**

The MHP, Inyo County Mental Health, ensures collection of disclosures of ownership, control, and relationship information for persons who have an ownership or control interest in the MHP, if applicable, and ensures its subcontractors and network providers submit disclosures to the MHP regarding the network provider's (disclosing entities) ownership and control. (42 C.F.R. Section 455.101 and 104).

As a condition of enrollment, the MHP must require providers to consent to criminal background checks including fingerprinting when required to do so by DHCS or by the level of screening based on risk of fraud, waste or abuse as determined for that category of provider. (42 C.F.R. § 455.434(a).)

The MHP requires providers, or any person with a 5% or more direct or indirect ownership interest in the provider, to submit fingerprints when applicable. (42 C.F.R. § 455.434(b)(1) and (2)).

The MHP shall ensure that its subcontractors and network providers submit the disclosures below to the MHP regarding the network providers' (disclosing entities') ownership and control. The subcontractor is required to submit updated disclosures to the MHP upon submitting the provider application, before entering into or renewing the network providers' contracts, within 35 days after any change in the subcontractor/network provider's ownership, annually and upon request during the re-validation of enrollment process under 42 Code of Federal Regulations part 455.104. (MHP Contract, Ex. A, Att. 13)

Disclosures must include:

- a) The name and address of any person (individual or corporation) with an ownership or control interest in the network provider.
- b) The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
- c) Date of birth and Social Security Number (in the case of an individual);
- d) Other tax identification number (in the case of a corporation with an ownership

- or control interest in the managed care entity or in any subcontractor in which the managed care entity has a 5 percent or more interest);
- e) Whether the person (individual or corporation) with an ownership or control interest in the Contractor's network provider is related to another person with ownership or control interest in the same or any other network provider of the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the managed care entity has a 5 percent or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;
  - f) The name of any other disclosing entity in which the
  - g) Contractor or subcontracting network provider has an ownership or control interest; and The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.
  - h) The MHP shall provide DHCS with all disclosures before entering into a network provider contract with the provider and annually thereafter and upon request from DHCS during the re-validation of enrollment process under 42 Code of Federal Regulations part 455.104.

The MHP must submit disclosures and updated disclosures to the Department or HHS including information regarding certain business transactions within 35 days, upon request.

1. The ownership of any subcontractor with whom the MHP has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
2. Any significant business transactions between the MHP and any wholly owned supplier, or between the MHP and any subcontractor, during the 5-year period ending on the date of the request.
3. The MHP must obligate network providers to submit the same disclosures regarding network providers as noted under subsection 1(a) and (b) within 35 days upon request.

The MHP shall submit the following disclosures to DHCS regarding the MHP's management:

1. The identity of any person who is a managing employee of the MHP who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)
2. The identity of any person who is an agent of the MHP who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).)

### **Compliance Monitoring**

The subcontractor will meet with the Inyo County Medi-Cal Compliance Officer to review the Provider Manual, Compliance Training, Code of Conduct and Conflict of

Interest. The MHP shall monitor the performance of its subcontractors and network providers on an ongoing basis for compliance with the terms of the MHP contract and shall subject the subcontractors' performance to periodic formal review. (MHP Contract, Ex. A, Att. 8), if the MHP identifies deficiencies or areas of improvement, the MHP and the subcontractor shall take corrective action. (MHP Contract, Ex. A, Att. 8).

The MHP has a process, at the time of hiring/ contracting, to confirm the identity and exclusion status of all providers (employees, network providers, subcontractors, person's with ownership or control interest, managing employee/agent of the MHP). This includes checking the:

- a) Social Security Administration's Death Master File.
- b) National Plan and Provider Enumeration System (NPPES)
- c) Office of the Inspector General List of Excluded Providers and Entities (LEIE)
- d) System of Award Management (SAM)
- e) Department's Medi-Cal Suspended and Ineligible List (S&I List). MHP Contract, Ex. A, Att. 13; 42 C.F.R. §§ 438.602(b)(d) and 455.436

If the MHP finds a party that is excluded, it must promptly notify DHCS. (42 C.F.R. §438.608(a)(2), (4).

The MHP has a process to confirm monthly that no providers are on the:

- a) OIG List of Excluded Individuals/Entities (LEIE).
- b) System of Award Management (SAM) Excluded Parties List System (EPLS).
- c) DHCS Medi-Cal List of Suspended or Ineligible Providers (S&I List). (42 C.F.R. §§ 438.608(d), an 455.436)

### **Fraud Reporting**

The MHP, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the MHP for coverage of services and payment of claims under the MHP Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include prompt reporting to DHCS about the following:

- 1) Any potential fraud, waste, or abuse. (42 C.F.R. §438.608(a)(7); MHSUDS IN No. 19-034)
- 2) All overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. §438.608(a), (a)(2); MHSUDS IN No. 19-034)
- 3) Information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of the provider agreement with the MHP. 42 C.F.R. § 438.608(a)(4).)

If the MHP identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying DHCS, the MHP shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.

The Inyo County Medi-Cal Compliance Officer can be reached at 760-872-3273.



# County of Inyo



## Health & Human Services - Health/Prevention

### CONSENT - ACTION REQUIRED

**MEETING:** December 21, 2021

**FROM:** Taylor Hartshorn

**SUBJECT:** Approval and Ratification of the Memorandum of Understanding between Inyo County Health & Human Services Mentor Program and Bishop Unified School District

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**RECOMMENDED ACTION:**

Request Board ratify and approve the Memorandum of Understanding between the Inyo County Health & Human Services Mentor Program and Bishop Unified School District and authorize the HHS Director to sign.

**SUMMARY/JUSTIFICATION:**

This MOU comes before your Board to be ratified as it was developed by representatives from Inyo County Health and Human Services (HHS) and Bishop Unified School District (BUSD) and finalized by both agencies at the end of November 2021.

The purpose of the MOU between the two organizations is to outline the expectations and responsibilities of both organizations in respect to approving volunteers in the Mentor Program, who volunteer on BUSD campuses. For school year 2021-2022, BUSD set forth new requirements for any volunteers on their school campuses, including requiring a Live Scan with rapbacks, proof of auto insurance, TB testing, and proof of COVID-19 vaccination or weekly COVID-19 testing.

The MOU gives assurance to BUSD that volunteers in the Mentor Program complete requirements beyond what BUSD requires and that HHS keeps documentation on file, including enrollment in the Inyo County HHS Volunteer Program, a Live Scan and Trust Line background check and rapbacks, enrollment in Department of Motor Vehicles Employer Pull Notice Program, proof of auto insurance, and an approval process to become a mentor before being matched with a student. It outlines how HHS will notify BUSD of approved volunteers and notify BUSD of any individuals who are no longer approved volunteers.

The MOU also states how volunteers in the Mentor Program will meet the BUSD requirements for TB testing and proof of COVID-19 vaccination or weekly COVID-19 testing.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**



Your Board could choose to not ratify and approve this MOU, which would jeopardize the Mentor Program and partnership with local schools.

**OTHER AGENCY INVOLVEMENT:**

Bishop Unified School District

**FINANCING:**

The Mentor Program is funded by Substance Use Disorder Prevention funds, the Substance Abuse Block Grant (SABG) 045315. No County General Funds.

**ATTACHMENTS:**

1. Inyo County HHS and Bishop Unified School District Memorandum of Understanding

**APPROVALS:**

Taylor Hartshorn	Created/Initiated - 12/9/2021
Darcy Ellis	Approved - 12/9/2021
Taylor Hartshorn	Approved - 12/9/2021
Marilyn Mann	Approved - 12/15/2021
John Vallejo	Approved - 12/15/2021
Marilyn Mann	Final Approval - 12/15/2021

# **MEMORANDUM OF UNDERSTANDING**

**between**

## **INYO COUNTY HEALTH AND HUMAN SERVICES**

### **MENTOR PROGRAM**

**and**

## **BISHOP UNIFIED SCHOOL DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING is made by and between the Inyo County Health and Human Services (HHS) Mentor Program and Bishop Unified School District (BUSD) for the approval of volunteers in the Mentor Program who meet their mentees at the BUSD school sites during the school day.

### **RECITALS**

- A. The Inyo County HHS Mentor Program is a community-based program that seeks to serve youth in greater need. The Mentor Program Coordinator matches youth ages 8 to 18 referred to the program with adult volunteers who complete a thorough background check and approval process, including application, interview, and orientation. The Mentor Program Coordinator assists potential mentors through the approval process in collaboration with the Inyo County HHS Volunteer Coordinator.

The Mentor background check process includes a California Department of Justice LiveScan criminal record background check, and a TrustLine background check. TrustLine uses the California Criminal History System, administered by the Department of Justice, to check the fingerprints of applicants. California's Child Abuse Central Index also is examined for substantiated child abuse reports, and the Federal Bureau of Investigation criminal history records are examined. The California Department of Justice provides updates to ensure the continued eligibility status of a registrant.

Mentors are also enrolled in the CA Department of Motor Vehicles Employer Pull Notice (EPN) program. The EPN program enables government organizations to monitor the driving records of volunteers who drive for them. The County of Inyo uses the EPN program to ensure that each driver has a valid driver license and to recognize problem drivers or driving behavior.

The Mentor application provides an initial screening of the applicant for fit for the program.

The Mentor approval process includes a face-to-face interview with the Mentor Program Coordinator for additional screening. The Coordinator asks about the volunteer's program interest, relationships, history, comfort with sensitive topics, family, home life, health, substance use, driving, hobbies, experience with children, and match preferences. The Coordinator gets to know the applicant in person and notes impressions and recommendations as a result of the interview.

The Mentor Orientation consists of an in-depth orientation meeting with the Mentor Program Coordinator after the applicant has successfully completed background and the interview. During the Mentor Orientation, the Mentor Program Coordinator reviews program guidelines with the mentor and asks them to sign acknowledgment of the following: Mentor Program Guidelines and Procedures, Mentor Responsibilities, Mentor Qualifications, High Risk Activities, Child Abuse Reporting, Unacceptable Behavior, Confidentiality, Alcohol and Tobacco Use, and Non-Sanctioned Activity Release Form.

- B. Inyo County requires the following from volunteers in the Mentor Program:
  - a. Inyo County Volunteer Program Enrollment
  - b. Inyo County Volunteer Program Agreement
  - c. Confidentiality Policy
  - d. Driving Standards Form
  - e. LiveScan and TrustLine clearance, including rapbacks to the Volunteer Coordinator
  - f. Copy of Drivers License
  - g. DMV Pull Authorization
  - h. Proof of auto insurance
- C. BUSD requires the following from all volunteers at their school sites:
  - a. LiveScan and rapbacks
  - b. Copy of Drivers License
  - c. Proof of auto insurance
  - d. TB screening
  - e. Proof of COVID-19 vaccination or weekly testing

#### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises set forth herein, and for such other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

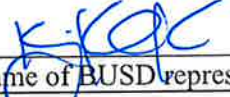
#### 1. OBLIGATIONS AND DUTIES OF INYO COUNTY

- 1.1 Inyo County shall keep a list of all volunteers in the Mentor Program who meet all Inyo County Volunteer Program requirements, as set forth in subpart (A) above, and share the list with BUSD every time the list is updated.
- 1.2 Inyo County shall keep on file all documentation necessary to prove volunteers meet the requirements to volunteer with the Mentor Program.
- 1.3 Inyo County shall notify BUSD immediately when any mentors volunteering at BUSD school sites become ineligible to volunteer due to rapbacks, withdrawal from the program, or any other reason.
- 1.4 The Mentor Program Coordinator shall assist mentors by communicating with BUSD on behalf of the mentors whenever possible, with mentor permission.

- 1.5 Mentor Program mentors shall contact the school nurse for TB screening or access Inyo County HHS Public Health by appointment or walk-in hours Tuesday/Thursday 1:00-4:00pm for TB screening to satisfy that requirement.
- 1.6 Mentor Program mentors shall meet with their mentees outside on campus at school sites whenever possible.
- 1.7 Mentor Program mentors shall provide proof of COVID-19 vaccination by presenting their vaccination card to the district office or by presenting their vaccination card to the Mentor Program Coordinator, who will then send a copy of it to BUSD.
- 1.8 If Mentor Program mentors are not fully vaccinated against COVID-19, they shall undergo weekly COVID-19 testing on Mondays at the school sites or by calling the school for an appointment.

2. OBLIGATIONS AND DUTIES OF BUSD

- 2.1 BUSD shall accept this agreement as assurance that all volunteers with the Inyo County HHS Mentor Program have been screened by Inyo County via the process described in subpart (A) above and meet the requirements necessary for volunteering at school sites.
- 2.2 BUSD shall provide on-site testing at the schools for Mentor Program mentors volunteering at the school sites.
- 2.3 BUSD shall immediately notify Inyo County Mentor Program of any changes to requirements for mentors who provide services on school sites.

Date: _____	_____ [Name of Inyo County representative]
Date: <u>Dec. 9, 2021</u>	 <u>Katherine Kolker</u> [Name of BUSD representative]



# County of Inyo



## Planning Department

### CONSENT - ACTION REQUIRED

**MEETING:** December 21, 2021

**FROM:** Cathreen Richards

**SUBJECT:** 2021 Certification of funds expended through the Yucca Mountain Repository Assessment Office

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**RECOMMENDED ACTION:**

Request Board: A) certify that \$72,877.70 in funds provided to Inyo County as an Affected Unit of Local Government (AULG) under the Nuclear Waste Policy Act, as amended, have been expended in accordance with the provisions of that Act, Public Law 97-425 and the 2010 Energy and Water Development and Related Agencies Appropriations Act (Public Law 111-85); and B) authorize the Chairperson to sign the certification and direct staff to submit it to the U.S. Department of Energy.

**SUMMARY/JUSTIFICATION:**

Section 116(c) of the Nuclear Waste Policy Act of 1982 (Act), as amended, defines the activities that may be undertaken by affected units of local government, which include monitoring, oversight, and impact assessment. The Nuclear Waste Policy Act of 1982 and the Energy and Water Development and Related Agencies Appropriations Act, 2010 (Public Law 111-85) prohibit the use of these funds to pursue legislation against the U.S. Government, for any lobbying activity, or to support multi-state efforts or other coalition building activities inconsistent with the restrictions contained in the Act. Under the Energy and Water Development and Related Agencies Appropriations Act, in Federal Fiscal Year 2016, monies were expended by Inyo County which had been previously provided to the County by the U.S. Department of Energy to conduct appropriate activities and participate in licensing activities. The Nuclear Waste Policy Act requires that the County annually certify that the funds were used in accordance with the Act and the 2010 Energy and Water Development and Related Agencies Appropriations Act (Public Law 111-85).

The Yucca Mountain Repository Assessment Office under the guidance of the Planning Department has been responsible for the expenditure of the funds received from the Department of Energy. These funds have been expended in accordance with the relevant Federal laws as stated in the certification. The attached certification form states that the monies received from the U.S. Department of Energy were expended by Inyo County on activities that are allowable as defined under applicable federal laws, including the Nuclear Waste Policy Act of 1982, Public Law 97-425 and the 2010 Energy and Water Development and Related Agencies Appropriations Act (Public Law 111-85). The 2020-2021 expenditures were primarily used for the County's hydrological consultants to monitor wells for groundwater data in the Amargosa and Death Valley regions as it pertains to the Yucca Mountain Repository project.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could decide not to submit the annual certification; however, if a certification is not submitted, the County would no longer be eligible to receive funds for this program.

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

Inyo County is recognized as an Affected Unit of Local Government (AULG). The Yucca Mountain Repository Assessment Office is funded by the U.S. Department of Energy and budgeted within the Yucca Mountain Oversight Budget #620605.

**ATTACHMENTS:**

1. Certification FY2021
2. Transaction Listing - Federal 10.01.20~09.30.21

**APPROVALS:**

Cathreen Richards	Created/Initiated - 12/10/2021
Darcy Ellis	Approved - 12/10/2021
John Vallejo	Approved - 12/10/2021
Amy Shepherd	Approved - 12/13/2021
Cathreen Richards	Final Approval - 12/13/2021

**CERTIFICATION OF EXPENDITURE OF FUNDS  
FOR FEDERAL FISCAL YEAR 2021**

This is to certify that Inyo County, California has expended funds during Federal Fiscal Year 2021 in the amount \$72,877.70 provided to it through direct payment by the U.S. Department of Energy, and that all such expenditures were for allowable activities as defined under applicable federal laws, including the Nuclear Waste Policy Act of 1982, Public Law 97-425 and Energy and Water Development and Related Agencies Appropriations Act, 2010 (Public Law 111-85).

It is further certified that none of the funds were: (1) used directly or indirectly to influence legislative action on any matter pending before Congress or a State legislature or for lobbying activity in violation of 18 U.S.C. 1913; (2) used for litigation expenses; or (3) used to support multi-state efforts or other coalition building activities inconsistent with the restrictions contained in the Nuclear Waste Policy Act of 1982, Public Law 97-425, and the Act.

BY: \_\_\_\_\_  
Jeff Griffiths, Chairperson  
Inyo County Board of Supervisors  
Date

ATTEST: \_\_\_\_\_  
Darcy Ellis, Board Clerk  
Date

U.S. Department of Energy  
Kimberly.Petry@Nuclear.Energy.gov

SELECT BUDGET UNIT: 620605 ; OBJECT: 5000-5999

Lg BUDGET UNIT	Primary Ref	Transaction Description	SS Ref	Date	Job No	Debit	Credit	NET
GL 620605-5025	RETHLTH020	OCT20 RETIRE HEALTH	JE	10/31/20	02830464	361.67	0.00	361.67
GL 620605-5025	RETHLTH120	NOV20 RETIRE HEALTH	JE	11/30/20	02830465	361.67	0.00	723.34
GL 620605-5025	RETHLTH120	DEC20 RETIRE HEALTH	JE	12/31/20	02830466	361.67	0.00	1,085.01
GL 620605-5025	RETHLTH021	JAN21 RETIRE HEALTH	JE	01/31/21	02830467	361.67	0.00	1,446.68
GL 620605-5025	RETHLTH021	FEB21 RETIRE HEALTH	JE	02/28/21	02830468	361.67	0.00	1,808.35
GL 620605-5025	RETHLTH0321	MAR21 RETIRE HEALTH	JE	03/31/21	02830469	361.67	0.00	2,170.02
GL 620605-5025	RETHLTH0421	APR21 RETIRE HEALTH	JE	04/30/21	02830470	361.67	0.00	2,531.69
GL 620605-5025	RETHLTH0521	MAY21 RETIRE HEALTH	JE	05/31/21	02830471	361.67	0.00	2,893.36
GL 620605-5025	RETHLTH0621	JUN21 RETIRE HEALTH	JE	06/30/21	02830490	361.63	0.00	3,254.99
GL 620605-5025	RETHLTH0721	0720-0621ACTUAL RETIRE HEALTH	JE	06/30/21	02950588	360.17	131.84	3,123.15
GL 620605-5025	RETHLTH0821	AUG21 RETIRE HEALTH	JE	07/31/21	03017820	360.17	0.00	3,483.32
GL 620605-5025	RETHLTH0821	SEP21 RETIRE HEALTH	JE	08/31/21	03017821	360.17	0.00	3,843.49
GL 620605-5025	RETHLTH0921	SEP21 RETIRE HEALTH	JE	09/30/21	03017822	360.17	0.00	4,203.66
*****Total *OBJT 5025		RETIRE HEALTH BENEFITS	DR			4,335.50	131.84	4,203.66
GL 620605-5124	JE37813	I#2020-138 YUCCA MT OVERSIGHT	JE	11/17/20	02806130	1,643.72	0.00	1,643.72
GL 620605-5124	JE37916	YUCCA STORAGE RENT 20/21	JE	11/24/20	02810840	1,200.00	0.00	2,843.72
*****Total *OBJT 5124		EXTERNAL CHARGES	DR			2,843.72	0.00	2,843.72
GL 620605-5173	JE37650	STO20:YUCCA MNT OVERSIGHT	JE	10/27/20	02793478	947.00	0.00	947.00
*****Total *OBJT 5173		MAINTENANCE OF EQUIPMENT-MATER	DR			947.00	0.00	947.00
GL 620605-5265	317334	PARTNER ENGINEE PROJECT#SM16-1	OH	11/09/20	02801923	165.20	0.00	165.20
GL 620605-5265	317473	PARTNER ENGINEE SEP20 P#SM16-1	OH	11/09/20	02802329	14,418.00	0.00	14,583.20
GL 620605-5265	317665	PARTNER ENGINEE PROJECT#SM16-1	OH	12/31/20	02830079	17,647.37	0.00	32,230.57
GL 620605-5265	317885	PARTNER ENGINEE PROJECT#SM16-1	OH	01/07/21	02834223	5,094.00	0.00	37,324.57
GL 620605-5265	90871221	U.S. GEOLOGICAL CUST#60000100	OH	01/25/21	02846162	2,000.00	0.00	39,324.57
GL 620605-5265	317973	PARTNER ENGINEE PROJECT#SM16-1	OH	02/01/21	02849630	954.00	0.00	40,278.57
GL 620605-5265	318356	PARTNER ENGINEE PROJECT#SM16-1	OH	04/21/21	02900385	504.00	0.00	40,782.57
GL 620605-5265	318539	PARTNER ENGINEE MAR21 INYO CO	OH	05/10/21	02911836	630.00	0.00	41,412.57
GL 620605-5265	318196	PARTNER ENGINEE JAN21 INYO P#S	OH	05/19/21	02920187	7,147.84	0.00	48,560.41
GL 620605-5265	318665	PARTNER ENGINEE APR21 INYO P#S	OH	05/19/21	02920187	5,805.25	0.00	54,365.66
GL 620605-5265	318936	PARTNER ENGINEE INYO CO P#SM16	OH	06/24/21	02946221	3,799.54	0.00	58,165.20
GL 620605-5265	90890725	U.S. GEOLOGICAL CUST#60000100	OH	06/27/21	02975100	2,000.00	0.00	60,165.20
GL 620605-5265	060121-063021	JAMES, GREGORY LEGAL SERVICES	OH	06/27/21	02988979	370.00	0.00	60,535.20
GL 620605-5265	90911022	U.S. GEOLOGICAL CUST#60000100	OH	07/15/21	02963544	2,000.00	0.00	62,535.20
GL 620605-5265	90927213	U.S. GEOLOGICAL CUST#60000100	OH	09/15/21	03012771	2,000.00	0.00	64,535.20
*****Total *OBJT 5265		PROFESSIONAL & SPECIAL SERVICE	DR			64,535.20	0.00	64,535.20
GL 620605-5311	JE37650	STO20:YUCCA MNT OVERSIGHT	JE	10/27/20	02793478	0.00	947.00	-947.00
GL 620605-5311	ST0920	SEPT20 STORE BILLINGS	JE	11/06/20	02800970	947.00	0.00	0.00
GL 620605-5311	ST0820	August 2020 Stores Billings	JE	11/06/20	02801483	267.74	0.00	267.74
GL 620605-5311	STO0521P	MAY21 PAPER BILLING	JE	06/04/21	02932927	103.38	0.00	371.12
*****Total *OBJT 5311		GENERAL OPERATING EXPENSE	DR			1,318.12	947.00	371.12
GL 620605-5315	JA20237	20/21 COST PLAN TRUE UP	JE	06/27/21	03005389	0.00	23.00	-23.00
*****Total *OBJT 5315		COUNTY COST PLAN	DR			0.00	23.00	-23.00
*****Total *BUDG 620605		YUCCA MOUNTAIN OVERSIGHT	DR-CR			73,979.54	1,101.84	72,877.70



SELECT BUDGET UNIT: 620605 ; OBJECT: 4000-4999  
 SORT ORDER: OBJECT within BUDUNIT

Lg BUDGET UNIT	Primary Ref	Transaction Description	SS Ref Date	Job No	Debit	Credit	NET
GL 620605-4301	INTEREST	1ST QRT 20/21 INTEREST	JE 12/21/20	02826547	0.00	2,122.80	2,122.80
GL 620605-4301	INTEREST	2ND QRT 20/21 INTEREST	JE 03/08/21	02870655	0.00	1,829.72	3,952.52
GL 620605-4301	INTEREST	3RD QRT 20/21 INTEREST	JE 04/19/21	02897691	0.00	1,010.98	4,963.50
GL 620605-4301	INTEREST	4th QTR INTEREST	JE 06/30/21	02977947	0.00	1,158.08	6,121.58
*****Total *OBJT 4301		INTEREST FROM TREASURY		CR	0.00	6,121.58	6,121.58
*****Total *BUDG 620605		YUCCA MOUNTAIN OVERSIGHT		DR-CR	0.00	6,121.58	-6,121.58

\*\* G R A N D T O T A L \*\* DR-CR 0.00 6,121.58 -6,121.58



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** December 21, 2021

**FROM:** Justine Kokx

**SUBJECT:** Two U.S. Forest Service (USFS) Easements on Segments of County Road and Death Valley Road

---

**RECOMMENDED ACTION:**

Request Board approve Resolution No. 2021-57, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Accepting Easements from the U.S. Forest Service Regarding County Road and Death Valley Road," and authorize the Chairperson to sign.

**SUMMARY/JUSTIFICATION:**

The County has obtained two National Forest Road and Trails Act (FRTA) Easements from the US Forest Service (USFS) pursuant to Title 16, U.S. Code §§532-538 for two road segments, one each on Death Valley Road and County Road. These segments are located on Inyo National Forest land, but have been historically maintained by Inyo County Public Works. These FRTA easements would formalize the County's authorization to perform standard maintenance activities along these two road segments. No road changes or changes to the historical use would occur with the authorization of these easements.

Before recommending acceptance of these easements to your Board, the Public Works Department, in conjunction with the Planning Department, conducted a preliminary review of the acceptance of these easements pursuant to CEQA. Following this review, the Planning Department concluded that further environmental review of this proposed action is not necessary because the project is categorically exempt as an existing facility (section 15301(c)). Specifically, these easements do nothing but formalize the County's ability to perform maintenance work that the County has been performing on these two roads for decades. No expansion of use or expansion of maintenance activities beyond the standard maintenance that the County already performs is permitted by these easements. It should also be noted that the US Forest Service also reviewed the grant of these two easements under NEPA and found the action to be categorically exempt from the preparation of an EA or EIS pursuant to 36 CFR 220.6(d)(7) (sale or exchange of land where the resulting land use will remain essentially the same).

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

On May 14, 2019, your Board approved a Memorandum of Understanding (MOU) with the USFS and payment to the USFS of \$67,344.82 to facilitate the completion of a National Environmental Policy Act (NEPA) review project to examine the impacts resulting from jurisdictional agreements between Inyo County and the Inyo National Forest and the resulting combined use of County maintained roads that cross Inyo National Forest land. The resulting MOU allowed for the pursuance of perpetual easements from the USFS in order for the County to

operate and maintain the county roads that cross USFS land. Within the MOU, the County sought FRTA easements on four road segments and Special Use Permits on four road segments. The County eventually withdrew its request for the Special Use Permits in a letter dated April 20, 2020. Of the four remaining FRTA easements, the USFS agreed to issue the two before your Board today. Of the other two, Onion Valley Road was denied and the USFS has agreed to recognize an earlier Special Use Permit for Foothills Road, dated 11/5/1964.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the FRTA Easements and NOE. This is not recommended as these easements will formalize the authority of Inyo County Public Works to maintain these roads in perpetuity, and the environmental processes completed thus far will eventually expire.

**OTHER AGENCY INVOLVEMENT:**

Inyo National Forest  
Inyo County Planning Department  
Inyo County Public Works  
Inyo County Local Transportation Commission  
County Counsel  
Inyo County Auditor

**FINANCING:**

No financial impacts because the environmental reviews necessary to obtain the easements and NOE have been completed in prior years.

**ATTACHMENTS:**

1. Road Easement Resolution
2. Forest Service National Environmental Policy Act Memorandum of Agreement

**APPROVALS:**

Justine Kokx	Created/Initiated - 12/9/2021
John Pinckney	Approved - 12/9/2021
Justine Kokx	Approved - 12/9/2021
Michael Errante	Approved - 12/9/2021
Darcy Ellis	Approved - 12/9/2021
John Vallejo	Approved - 12/16/2021
Amy Shepherd	Final Approval - 12/16/2021

**RESOLUTION NO. 2021 - \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF SUPERVISORS,  
COUNTY OF INYO, STATE OF CALIFORNIA,  
ACCEPTING EASEMENTS FROM THE US FOREST SERVICE REGARDING  
COUNTY ROAD AND DEATH VALLEY ROAD**

**WHEREAS**, for decades, the Inyo County Road Department (“ICRD”) has performed routine maintenance and repair work on County Road and Death Valley Road;

**WHEREAS**, these two roads run over Forest Service land;

**WHEREAS**, despite the years of maintenance that the ICRD has performed on these roads, no formal legal instrument exists that gives the ICRD the right to perform maintenance on these roads;

**WHEREAS**, the ICRD’s maintenance of these roads provides a benefit to the general public and the US Forest Service;

**WHEREAS**, in recognition of the benefit conferred by the ICRD’s work, the US Forest Service is willing to grant to Inyo County two easements pursuant to the County pursuant to the National Forest Road and Trails Act (16 USC §§532-538);

**NOW THEREFORE BE IT RESOLVED** by the Inyo County Board of Supervisors that,

1. Pursuant to Government Code § 27281, the two Public Road Easement from the US Department of Agriculture, US Forest Service to the County of Inyo, attached hereto as Exhibit A, are hereby accepted by the Board of Directors of the County of Inyo.
2. The County of Inyo consents to recordation of the Public Road Easements by the Director of the Public Works Department.
3. As set forth in the Notice of Exemption prepared by the Inyo County Public Works Department (Exhibit B) and the Categorical Exclusion Review prepared by the US Forest Service (Exhibit C), the acceptance of these easements is categorically exempt from CEQA pursuant to CEQA Guidelines, section 15301(c). Specifically, the County’s acceptance of an easement to these roads will do nothing but permit the County continue maintenance and repair activities that the County has conducted for decades. This easement merely formalizes on-going maintenance activities.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the following vote:

**AYES:** \_\_\_\_\_

NOES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

---

JEFF GRIFFITHS, Chairperson  
Inyo County Board of Supervisors

ATTEST: Leslie Chapman  
Clerk of the Board

By: \_\_\_\_\_  
Darcy Ellis, Assistant  
Assistant Clerk of the Board

# Exhibit A

Auth ID: WMD22002

Contact Name: INYO COUNTY ROAD DEPARTMENT-BISHOP  
NO. 1  
Use Code: 751

FS-2700-9f (v.09/12)  
OMB No. 0596-0082

U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE

PUBLIC ROAD EASEMENT  
Act of October 13, 1964, (P.L. 88-657)  
36 CFR 251.50, et seq

THIS EASEMENT dated this 29<sup>th</sup> day of OCT, from the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to INYO COUNTY ROAD DEPARTMENT-BISHOP NO. 1, hereinafter called Grantee.

WITNESSETH:

WHEREAS, the Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089, 16 U.S.C. 532-538), for a road over certain lands or assignable easements owned by the United States in the County of Inyo State of California, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor does hereby grant to Grantee an easement for a public road and highway along and across a strip of land, hereinafter defined as the right-of-way (over and across the following described lands in the County of Inyo State of California, portion of Sec. 2, T. 9 S., R. 33 E., MT. DIABLO MERIDIAN, as described on exhibit A attached hereto.

The word "right-of-way" when used herein means said strip of land whether or not there is an existing road or highway located thereon. Except where it is defined more specifically, the word "highway" shall mean roads or highways now existing or hereafter constructed on the right-of-way or any segment of such roads or highways.

The right-of-way is shown and specifically described on the plat attached hereto and made a part hereof.

**This grant is made subject to the following terms, provisions, and conditions:**

1. Outstanding valid claims, if any, existing on the date of this grant.
2. The easement herein granted is limited to use of the described right-of-way for the purpose of construction, operation, and maintenance of a highway and does not include the grant of any rights for non-highway purposes or facilities; Provided, That the Forest Service shall not exercise its right to use or authorize the use of any portion of the right-of-way for non-highway purposes when such use would interfere with the free flow of traffic or impair the full use and safety of the highway; and Provided further, That nothing herein shall preclude the Forest Service from locating National Forest and other Department of Agriculture information signs on the portions of the right-of-way outside of construction limits.
3. Any reconstruction of the highway situated on this right-of-way shall conform with plans, specifications, and written stipulations approved by the Forest Supervisor or authorized representative prior to beginning such reconstruction.
4. Consistent with highway safety standards, the Grantee shall:
  - a. Protect and preserve soil and vegetative cover and scenic and aesthetic values on the right-of-way outside of construction limits.
  - b. Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction operation, or maintenance of the highway, and shall vegetate and keep vegetated with suitable species all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed. The Grantee shall perform these activities where it is deemed necessary during a joint review between the authorized Forest Officer and Grantee prior to completion of the highway. The Grantee also shall maintain all terracing, water bars, leadoff ditches, or other preventive works that may be necessary to accomplish this objective. This provision also shall apply to waste disposal areas and slopes that are reshaped following slides that occur during or after construction.

5. The Grantee shall:

Establish no borrow, sand, or gravel pits; stone quarry; permanent storage areas; sites for highway-operation and maintenance facilities; camps; supply depots; or disposal areas within the right-of-way, unless shown on approved construction plans, without first obtaining approval of the authorized Forest Officer.

6. The Grantee shall maintain the right-of-way clearing by means of chemicals only after the Forest Supervisor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

7. The Grantee does by the acceptance of this document covenant and agree for itself, its assigns, and its successors in interest to the property here granted or any part thereof, that the covenant set forth below shall attach to and run with the land:

a. That the Grantee shall operate the described property and its appurtenant areas and its buildings and facilities whether or not on the land therein granted as a public road, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date of this document to the end that no person in the United States shall, on the grounds of race, sex, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities provided thereon; and

b. That the United States shall have the right to judicial enforcement of these covenants not only as to the Grantee, its successors and assigns, but also as to lessees and licensees doing business or extending services under contractual or other arrangements on the land therein conveyed.

The Chief, Forest Service, may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law.

IN WITNESS WHEREOF, the Grantor, by its Public Services Director, Forest Service, has executed this easement pursuant to the delegation of authority to the Chief, Forest Service, 7 CFR 2.60, and the delegation of authority by the Chief, Forest Service, dated August 22, 1984 (49 FR 34283), on the day and year first above written.

UNITED STATES OF AMERICA

By: 

JAMES BACON  
Public Services Director, Region 5  
Forest Service  
Department of Agriculture

**Burden and Non-Discrimination Statement**

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

*The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).*

*To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.*

*The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.*



# California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Solano

s.s.

On October 29, 2021 before me, Zarreen Ali, Notary Public  
Name of Notary Public, Title

personally appeared James Bacon  
Name of Signer (1)

\_\_\_\_\_  
Name of Signer (2)

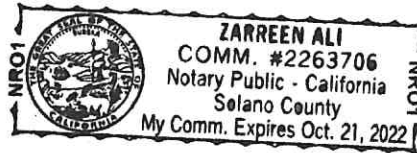
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*[Handwritten Signature]*

Signature of Notary Public



Seal

### OPTIONAL INFORMATION

*Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.*

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) \_\_\_\_\_  
Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) Entity(ies) Signer(s) Firm(s)

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification
- credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

#### Other

- Additional Signer
- Signer(s) Thumbprints(s)
- \_\_\_\_\_

Auth ID: WMD22001  
Contact Name: INYO COUNTY ROAD DEPARTMENT-BISHOP  
NO. 1  
Use Code: 751

FS-2700-9f (v.09/12)  
OMB No. 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE**

**PUBLIC ROAD EASEMENT  
Act of October 13, 1964, (P.L. 88-657)  
36 CFR 251.50, et seq**

THIS EASEMENT dated this 27<sup>th</sup> day of OCT from the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to INYO COUNTY ROAD DEPARTMENT-BISHOP NO. 1, hereinafter called Grantee.

WITNESSETH:

WHEREAS, the Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089, 16 U.S.C. 532-538), for a road over certain lands or assignable easements owned by the United States in the County of Inyo State of California, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor does hereby grant to Grantee an easement for a public road and highway along and across a strip of land, hereinafter defined as the right-of-way (over and across the following described lands in the County of Inyo State of California, MT. DIABLO MERIDIAN, T. 9 S., R. 35 E., portions of Sec 33, Sec. 25, Sec. 18, Sec. 36, Sec. 22, Sec. 26, Sec. 17, Sec. 21, Sec. 20, as described on exhibit A attached hereto.

The word "right-of-way" when used herein means said strip of land whether or not there is an existing road or highway located thereon. Except where it is defined more specifically, the word "highway" shall mean roads or highways now existing or hereafter constructed on the right-of-way or any segment of such roads or highways.

The right-of-way is shown and specifically described on the plat attached hereto and made a part hereof.

**This grant is made subject to the following terms, provisions, and conditions:**

1. Outstanding valid claims, if any, existing on the date of this grant.
2. The easement herein granted is limited to use of the described right-of-way for the purpose of construction, operation, and maintenance of a highway and does not include the grant of any rights for non-highway purposes or facilities; Provided, That the Forest Service shall not exercise its right to use or authorize the use of any portion of the right-of-way for non-highway purposes when such use would interfere with the free flow of traffic or impair the full use and safety of the highway; and Provided further, That nothing herein shall preclude the Forest Service from locating National Forest and other Department of Agriculture information signs on the portions of the right-of-way outside of construction limits.
3. Any reconstruction of the highway situated on this right-of-way shall conform with plans, specifications, and written stipulations approved by the Forest Supervisor or authorized representative prior to beginning such reconstruction.
4. Consistent with highway safety standards, the Grantee shall:
  - a. Protect and preserve soil and vegetative cover and scenic and aesthetic values on the right-of-way outside of construction limits.
  - b. Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction operation, or maintenance of the highway, and shall vegetate and keep vegetated with suitable species all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed. The Grantee shall perform these activities where it is deemed necessary during a joint review between the authorized Forest Officer and Grantee prior to completion of the highway. The Grantee also shall maintain all terracing, water bars, leadoff ditches, or other preventive works that may be necessary to accomplish this objective. This provision also shall apply to waste disposal areas and slopes that are reshaped following slides that occur during or after construction.

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Establish no borrow, sand, or gravel pits; stone quarry; permanent storage areas; sites for highway-operation and maintenance facilities; camps; supply depots; or disposal areas within the right-of-way, unless shown on approved construction plans, without first obtaining approval of the authorized Forest Officer.

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7. The Grantee does by the acceptance of this document covenant and agree for itself, its assigns, and its successors in interest to the property here granted or any part thereof, that the covenant set forth below shall attach to and run with the land:

a. That the Grantee shall operate the described property and its appurtenant areas and its buildings and facilities whether or not on the land therein granted as a public road, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date of this document to the end that no person in the United States shall, on the grounds of race, sex, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities provided thereon; and

b. That the United States shall have the right to judicial enforcement of these covenants not only as to the Grantee, its successors and assigns, but also as to lessees and licensees doing business or extending services under contractual or other arrangements on the land therein conveyed.

The Chief, Forest Service, may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law.

IN WITNESS WHEREOF, the Grantor, by its Public Services Director, Forest Service, has executed this easement pursuant to the delegation of authority to the Chief, Forest Service, 7 CFR 2.60, and the delegation of authority by the Chief, Forest Service, dated August 22, 1984 (49 FR 34283), on the day and year first above written.

UNITED STATES OF AMERICA

By: 

JAMES BACON  
Public Services Director, Region 5  
Forest Service  
Department of Agriculture

**Burden and Non-Discrimination Statement**

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

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# California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Solano

s.s.

On October 29, 2021 before me, Zarreem Ali, Notary Public

Name of Notary Public, Title

personally appeared James Bacon

Name of Signer (1)

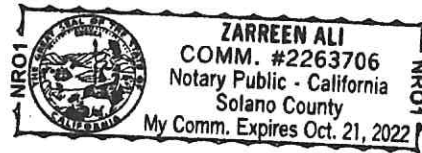
Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public



Seal

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) \_\_\_\_\_

Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_

(Name(s) of Person(s) Entity(ies) Signer(s) Representing)

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification
- credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

#### Other

- Additional Signer
- Signer(s) Thumbprints(s)

\_\_\_\_\_

# Exhibit B



## **NOTICE OF EXEMPTION**

### **County of Inyo, California**

- 1. APPLICANT:** Inyo County Department of Public Works
- 2. ADDRESS:** 168 North Edwards Street, Independence, CA 93526
- 3. PHONE NUMBER:** (760) 878-0207
- 4. LEAD AGENCY:** County of Inyo
- 5. PROJECT MGR.:** John Pinckney, Transportation Planner
- 6. PROJECT TITLE:** National Forest Road and Trails Act Easements for Two National Forest Road Segments
- 7. DESCRIPTION:**

The Inyo County (County) Department of Public Works (ICPW) manages County-owned and County-maintained roads throughout the unincorporated areas of the County. As described in further detail below, management of these facilities requires standard maintenance activities conducted by the Inyo County Roads Department (ICRD).

Since the 1940s (or earlier), ICPW has informally provided standard maintenance activities and completed major re-construction projects along road segments that cross into the Inyo National Forest and therefore fall under jurisdiction of the U.S. Forest Service (USFS). However, neither the County nor the USFS have been able to identify any written agreement that codifies the responsibility for maintenance of these roads. Therefore, ICPW is requesting that USFS issue National Forest Road and Trails Act (FRTA) Easements – pursuant to Title 16, U.S. Code (USC) §§532-538 – for two road segments, one each on Death Valley Road and County Road. All of which are located in the Inyo National Forest, but have historically been maintained by ICPW. These FRTA Easements would formalize the County's authorization to perform standard maintenance activities within a 132-foot-wide right-of-way<sup>1</sup> along these two road segments; no new road construction or changes to the historical use types are included in the proposed Project.

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<sup>1</sup> The term "right-of-way" is defined as a strip of land whether or not there is an existing road located thereon. In the case of the proposed Project, the 132-foot-wide right-of-way would include the paved or unpaved roadway as well as the roadway shoulders and adjacent drainage structures.

### *Project History*

The County's original proposal – presented by the USFS during a scoping meeting on January 22, 2020 – included the request for FRTA Easements as well as Special Use Permits (SUPs) for six additional road segments, one each on Coyote Valley Road, McMurray Meadows Road, Division Creek Road, Onion Valley Road, Foothills Road and Mazourka Canyon Road. The SUPs would have allowed the County to request permission from the California Highway Patrol (CHP) to allow motorized mixed-use on these road segments, so that they could be subsequently analyzed by the County and potentially incorporated into the Inyo County Adventure Trails of the Eastern Sierra Pilot Program (Assembly Bill 628). However, per request by the County in a letter dated April 20, 2020, the County has withdrawn its request for SUPs and the County is not currently considering motorized mixed-use for any Inyo National Forest roads. The USFS issued a notice describing this update on July 2, 2020.

The proposed Project is limited to the proposed FRTA Easements for two road segments, one each on Death Valley Road and County Road, all of which would formalize the County's authorization to perform maintenance along these road segments.

### *Description of Roadway Segments*

The County is requesting FRTA Easements for four road segments, one each on Death Valley Road, County Road, Onion Valley Road, and Foothill Road, which are generally located near the towns of Big Pine and Independence.

- **Death Valley Road:** Death Valley Road is an approximately 68-mile-long road that runs in an east-west direction connecting State Route (SR-) 168 to Ubehebe Crater Road, located approximately 48 miles away. The largely unpaved road also connects Owens Valley with Cowhorn Valley, which are separated by the Inyo Mountains. Death Valley Road passes through a diverse landscape with wide open spaces and narrow canyons with rock formations located immediately adjacent to the road shoulder. The 13-mile-long segment of Death Valley Road included in the proposed FRTA Easement is located within the Inyo National Forest and is



*Death Valley Road runs through tight canyons formed by rock formations located on either side of the paved road.*



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under the jurisdiction of USFS. This road segment is paved, spanning a width of approximately 23 feet, and provides two lanes of travel, parts of which are separated by a striped double yellow line.

- **County Road:** County Road is an approximately 8-mile-long road (paved at both ends with a dirt segment in between) that runs from U.S. Highway (US-) 395 to Keough Road. County Road also provides access between the town of Big Pine and the Inyo National Forest. The roadway is located along the foothills on the western side of the Owens Valley with views across the valley to the east. The width of this road generally spans approximately 23 feet allowing for vehicles to pass; however, there is no delineation of lanes along the road. The 0.1-mile-long segment of County Road included in the proposed FRTA Easement is located within the Inyo National Forest and is under the jurisdiction of USFS.

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**Table 1. Road Segments Proposed for FRTA Easements**

<b>Road Name</b>	<b>Proposal</b>	<b>Surface</b>	<b>Length (Miles)</b>
Death Valley Road	FRTA Easement	Paved	13
County Road	FRTA Easement	Dirt	0.1

Standard maintenance activities that would be formalized as the responsibility of ICPW in the proposed FRTA Easements issued by the USFS are summarized below. These activities are a continuation of current maintenance, would continue to be completed in a way that protects resources and meets the requirements of the Inyo National Forest Land Management Plan (under stipulations outlined in the Operations and Maintenance Plan), and would not need further review by the Inyo National Forest:

- **Roadway Grading (Dirt Roads):** Dirt roads in the County are maintained approximately once per year depending on the severity of weather conditions and associated precipitation. Increased frequency and intensity of precipitation can result in increased gullies and rills that inhibit or restrict vehicle travel along the roadway. During maintenance of the County-owned road segments of County Road, ICRD would also grade and level the 0.1-mile-long segment of County Road located within the Inyo National Forest. The surface of the dirt road would be leveled using a road grader (i.e. a heavy construction vehicle with a long blade used to create a flat surface). Typically, five to six passes with the grader would be required. The first one to two passes would cut the grade down below any washboard, pushing extra material off to the side of the roadway. The remaining passes would pull that material back into the roadway and smooth the graded road surface. All work would occur within previously disturbed areas and there would be no substantial expansion in the width of the dirt road.
- **Shoulder Maintenance (Paved Roads):** The road shoulders along Death Valley Road are maintained approximately once per year by grading and/or removing adjacent low-growing, ruderal, weedy vegetation with a road grader or a masticator. The road shoulders would be scraped to their previously disturbed width. In the case that shoulder work overlaps with (or is adjacent to) high priority invasive plants, the County would coordinate with the USFS regarding avoidance areas and/or the limited use of herbicides. Otherwise, the work can proceed without any notification. No built resources (i.e. buildings or structures) or previously undisturbed land areas would be affected by these routine maintenance activities along the road shoulders. Additionally, shoulder maintenance activities would not expand into or otherwise affect existing rock formations adjacent to the paved roads (e.g. along Death Valley Road).

- **Pavement Repairs:** Paved roadways are maintained, as necessary, to extend the life and durability of pavement and typically include chip sealing, re-paving, and/or re-painting (e.g. re-striping). Chip sealing would typically be performed once every several years and would be intended to prevent deterioration of the asphalt surface from the effects of aging and oxidation due to water and sun. The chip seal would seal narrow cracks, help bind together cracked pavement, provide a smooth driving surface, and protect the underlying pavement structure. Re-paving is a multi-step process that generally involves milling (i.e. removal) of the old asphalt surface, application of a tack coat to the milled surface to serve as a binder for the new asphalt, and application of new asphalt surface by paving machines. Re-paving would be required for paved roads with extensive cracking, potholing, etc. Re-painting would be completed along the paved roads, as necessary, to enhance lane visibility.
- **Post-Storm Maintenance:** Post-storm maintenance activities would involve the inspection of both paved and unpaved roadway conditions following a major storm event that has potential to substantially damage or degrade the roadway surface. Roads would be regraded and repaved, as necessary, as previously described. Additionally, post-storm maintenance activities would include sediment and debris removal from existing drainage structures, re-shaping or re-construction of existing drainage structures, and culvert clearing, as necessary.

The two road segments have been graded to allow stormwater to drain off the road surface into the surrounding area. Additionally, each of these roads include drainage ditches or berms to divert water from the roadway. For example, Death Valley Road has large berms located along the roadway intended to capture and divert stormwater around the paved roadway. During storm events these berms are subject to severe erosion and capture sediment and other debris (e.g. vegetation), which limits their capacity over time. In order to maintain the capacity of these facilities, ICRD would clear sediment, debris, and vegetation on an as-needed basis. Further, maintenance of drainages structures may also require re-shaping or re-construction using a grader with a blade at an angle. In order to reduce the frequency of disturbances, these re-shaping and re-construction activities would only occur when the dirt road or paved roadway shoulder is also being graded, generally once per year. However, if necessary, these activities may also occur immediately following large storm events. All activities under the proposed FRTA Easements, including re-shaping or re-constructing drainages, would occur within the allowed 132-foot easement width.

Culvert cleaning is generally only necessary when a culvert is obstructed (i.e. when ICRD identifies a backup of water behind the culvert). Some culverts are maintained by ICRD while other culverts by other local jurisdictions. If culvert cleaning is necessary, the County would coordinate with the relevant regulatory agencies, as necessary. (ICRD has a Routine Maintenance Agreement with the California Department of Fish and Wildlife

[CDFW]). ICRD would generally use a large air compressor, used to add turbulence to the water in the culvert, to help flush out the sediment and other organic materials (e.g. vegetation). These activities would typically be conducted from the roadway; the only equipment in the waterway would be a hose. While the use of the air compressor would increase the turbidity of the water downstream of the culvert, these activities would generally only be conducted in high flow events when the water is already carrying a large sediment load. Additionally, erosion/sediment control Best Management Practices (BMPs) would be installed downstream in order to reduce the risk of sedimentation impacts to biological resources and hydrology and water quality (see the discussion of *General Best Management Practices*). If culvert cleaning is necessary when the culvert is dry, sediment and other debris would be removed using hand tools (e.g. shovel).

- **Maintenance of Signage:** The two roadway segments included in the proposed Project have metal and wooden signage at varying intervals along the roadway shoulder. This signage can become damaged as a result of natural actions, accidents, or vandalism.

Signs that have sustained physical and chemical damage (e.g. from prolonged sunlight exposure) are difficult to see, particularly during the evening hours. Minor damage can often be repaired in the field. For example, a bent sign can often be fixed simply by straightening. If after straightening the message remains clear, legible, retro-reflective and the sign surface is not opened, cracked, or separated from the sign face, it may be reused. Signs with scraped faces (usually as a result of being hit) or signs that have holes in them (occasionally as a result of vandalism) are often no longer legible. Field patching can be done by preparing a repair kit that includes the appropriate colors and types of new sheeting materials (including pressure-sensitive adhesive sheeting), cleaners, and sealants. Signs with severe damage, however, must be replaced. If signs are replaced in their existing location, with no new ground disturbance outside of the pre-existing disturbance, the ICPW does not need to notify the Forest.

- **Weed Treatment:** The ICRD would cooperate with the USFS on management and removal of high-priority infestations within the easements. Treatment methods would be consistent with USFS management direction and the 2019 Inyo National Forest Forest-wide Invasive Plants Treatment Project Environmental Assessment. The ICRD will coordinate with the USFS botanist to implement strategies to minimize spread during maintenance work (in areas of high priority invasive species), and prior to any invasive plant treatments, either annually or as needed. The Inyo National Forest Botanist would respond within 2 weeks of being notified of a need for coordination.

In addition to the standard maintenance activities described above, additional maintenance activities involving post-storm re-construction, installation of new signage, and new ground disturbance adjacent to existing road beds, shoulders, and drainage structures may occasionally be required. These activities would require coordination with and pre-construction

permissions from USFS. In order to ensure that these road maintenance activities are consistent with the Inyo National Forest Land Management Plan as well as other Federal requirements – including but not limited to compliance with Section 106 of the National Historic Preservation Act (NHPA) – an Inyo National Forest Supervisor or designated decision maker would review and approve the following activities on a case-by-case basis before they occur:

- **Post-Storm Reconstruction:** During extreme storm events, stormwater runoff and erosion may cause so much damage that new drainage features may be required, the road may need to be moved or widened, or other changes may be required that would occur outside of the previous road footprint, shoulders, or drainage structures. In these instances, ICPW would be required to notify the USFS before proceeding. The USFS would review the proposed maintenance activities, review potential effects to known resources, perform any surveys necessary to verify existing conditions and sensitive resources, and determine if further analysis is necessary to meet the requirements of the National Environmental Policy Act (NEPA). Unless there is an immediate threat to life or property, these maintenance activities would not proceed until approved by an Inyo National Forest Supervisor or designated decision maker. Emergency work immediately needed to protect life or property could proceed without notification, if the USFS is notified as soon as possible after the work is completed.
- **Installation of New Signage:** If a new sign is required, or an existing sign must be replaced in a different location, ICPW would be required to notify the USFS before proceeding. The USFS would review the proposed location, review potential effects to known resources, perform any surveys necessary to verify existing conditions and sensitive resources, and determine if further analysis is necessary to meet the requirements of NEPA. These sign installation activities would not proceed until approved by an Inyo National Forest Supervisor or designated decision maker.
- **Changes to the Road Bed, Shoulders, or Drainage Structures Requiring New Ground Disturbance:** If maintenance activities are proposed outside of previously disturbed areas, defined as the existing road bed and shoulder, existing pull-outs, and leadoff ditches, ICPW would be required to notify the USFS before proceeding. The USFS would review the proposed maintenance activities, review potential effects to known resources, perform any surveys necessary to verify existing conditions and sensitive resources, and determine if further analysis is necessary to meet the requirements of NEPA. These maintenance activities would not proceed until approved by an Inyo National Forest Supervisor or designated decision maker. In the case of an emergency, where such work is necessary for protection of life or property, the ICWP will inform the Forest Supervisor or designated decision maker as soon as practicable after the work is completed.

### *Terms, Provisions, and Conditions*

The FRTA Easements issued by the USFS include a list of terms, provisions, and conditions that the County would be required to comply with during maintenance activities. These terms, provisions, and conditions are included in order to ensure that all activities adhere to the Inyo National Forest Land Management Plan, and are general requirements included in most easements issued by the USFS. More specific requirements were developed by the USFS for the protection of known resources along the road segments, one each on Death Valley Road, and County Road, and are summarized in further detail below:

- No new ground disturbance would occur outside the existing road beds, shoulders, and drainage structures without review by the USFS and approval by the Inyo National Forest Supervisor or designated decision maker.
  - In the case of an emergency, where such work is necessary for protection of life or property, the ICWP will inform the Inyo National Forest Supervisor or designated decision maker as soon as practicable after the work is completed.
- Consistent with highway safety standards, the County would:
  - Protect and preserve soil and vegetative cover and scenic and aesthetic values on the right-of-way outside of construction limits.
  - Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction, operation, or maintenance of the road. All earth cut or fill slopes feasible for revegetation or other areas where ground cover has been destroyed would be vegetated with suitable (i.e. native and non-invasive) species. The County would maintain all terracing, water bars, leadoff ditches, or other preventative works that may be necessary to accomplish this objective. This provision would also apply to waste disposal areas and slopes that are re-shaped following slides that occur during or after construction.
- The County would not establish borrow, sand, or gravel pits; stone quarries; or permanent storage areas; sites for road operation and maintenance facilities; camps, supply depots, or disposal areas within the right-of-way without first obtaining approval from the Inyo National Forest Supervisor or designated decision maker.
- The County would maintain the right-of-way clearing by means of chemicals only in accordance with existing USFS guidelines. Infestations prioritized for treatment would be treated in accordance with USFS management direction and the design features of the *2019 Inyo National Forest Forest-wide Invasive Plants Treatment Project Environmental Assessment*. The County would notify the Inyo National Forest Botanist or their designated appointee prior to project initiation to coordinate invasive plant treatment.

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- If unanticipated cultural resources are discovered during the course of any maintenance or repair work associated with the proposed FRTA Easements, the County would cease all activity at the site, protect the discovery site and notify the responsible Inyo National Forest Line Officer and Heritage Program Manager immediately.

#### *General Best Management Practices for Protection of Soil and Water Quality*

In addition to the terms, conditions, and provisions established in the FRTA Easements, the County would incorporate all appropriate BMPs during roadway maintenance activities in order to avoid and reduce the potential for impacts to biological resources and hydrology and water quality that could potentially result from erosion, sedimentation, and minor hazardous material spills. These BMPs would be applied to maintenance activities within the proposed FRTA Easements:

- To the maximum extent feasible, ICRD would access all work areas using routes that would minimize damage or disturbance to fish and wildlife and cultural resources, recognizing personnel safety and equipment needs must also be considered.
- ICRD would conduct any required equipment maintenance within a designated area outside of Riparian Conservation Areas (i.e. 150 feet from intermittent or ephemeral waterways and 300 feet from perennial waterways) where oil or other hazardous materials could enter the waterway under any flow conditions.
- ICRD would have a suitable oil spill containment kit available (e.g. shovel, absorbent pads, booms) and be trained in its use. Personnel would follow existing procedures for notification of appropriate agencies to take appropriate action if/when a spill occurs.
- ICRD would comply with all appropriate litter and pollution laws.
- During grading activities all sediments would be placed on existing or suitably located spoils sites so that material would not wash back into the waterway.
- ICRD would not disturb or remove vegetation along waterways in excess of what is necessary to accomplish maintenance activities. Tree trimming, if necessary, would only be conducted in a manner consistent with applicable regulations and with consideration to the Migratory Bird Treaty Act.
- Consistent with Lahontan Regional Water Quality Control Board (RWQCB) guidance, visual water quality monitoring would be conducted by trained road crews during any work in flowing water. If sediment is observed at a distance greater than 100 feet

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downstream, addition of structural BMPs may be installed including silt fence, gravel bags, and/or fiber rolls, depending on the amount of flow within the channel.

- If any of the road segments are affecting hydrological connectivity of streams or springs, or are otherwise degrading water quality, ICRD would implement corrective actions to minimize the degradation, in consultation with the USFS.
- ICRD would not store fuels or other toxic materials except at designated administrative sites and sites covered by special use authorization. ICRD would prohibit refueling within Riparian Conservation Areas except when there are no other alternatives.
- All new or replaced permanent stream crossings would accommodate at least the 100-year flood, its bedload, and debris. Estimates for 100-year flood potential would reflect the best available science regarding potential effects of climate change.
- Where motorized use trails exist, or where they develop, ICRD would coordinate with the USFS to discourage use. This may include grading and/or the creation of berms that close the user-created route including revegetation of the area and altering erosion control structures, if necessary.

#### *Potential for Significant Effect on the Environment*

The California Environmental Quality Act (CEQA) requires an evaluation of potential impacts to 20 environmental topic areas as listed in Appendix G of the CEQA Guidelines:

- |                                      |                             |
|--------------------------------------|-----------------------------|
| • Aesthetics                         | • Land Use and Planning     |
| • Agriculture and Forestry Resources | • Mineral Resources         |
| • Air Quality                        | • Noise                     |
| • Biological Resources               | • Population and Housing    |
| • Cultural Resources                 | • Public Services           |
| • Energy                             | • Recreation                |
| • Geology and Soils                  | • Transportation            |
| • Greenhouse Gas Emissions           | • Tribal Cultural Resources |
| • Hazards and Hazardous Materials    | • Utilities                 |
| • Hydrology and Water Quality        | • Wildfire                  |

Given the nature of the proposed Project – involving the formalization of on-going maintenance activities conducted by the County – there would be no potential for impacts to the majority of these environmental topic areas. For example, maintenance along these road segments would have no effect on agricultural and forestry resources or mineral resources as they are not present in any of the proposed FRTA Easements. Maintenance activities would not affect energy, land use and planning, population and housing, public services, utilities, etc. as these



activities would not facilitate population growth in the region. Additionally, maintenance activities would have no affect on recreation and transportation as these activities would simply maintain the existing road segments and would not facilitate extensions of existing roads or new travel lanes.

Impacts to the other environmental topic areas would generally be negligible. For example, while construction equipment would be present periodically for short durations, no long-term impacts to aesthetics would occur as no new development would occur under the proposed FRTA Easements. Similarly, impacts associated with criteria air pollutant emissions, greenhouse gas (GHG) emissions, and noise would be short-term and temporary and would not affect sensitive receptors in the region, which are located relatively far from the road segments.

The discussion below provides additional discussion for environmental topic areas that are relevant to the proposed FRTA Easements. For each of these environmental topic areas, resources are present within the road segment or the immediate vicinity; however, with the implementation of the provisions, terms, and conditions, general BMPs to protect soil and water quality, and the incorporation of the recommendations from the survey reports as conditions of the proposed FRTA Easements, these impacts would have no potential to be significant pursuant to CEQA.

- **Hazards and Hazardous Materials:** The proposed maintenance activities would require the use of heavy machinery and handling of hazardous materials such as fuels, oils and lubricants, and paints. The use of potentially hazardous materials would be regulated by health and safety requirements under Federal, State, and local regulations, including handling, storage, and disposal of the materials, as well as emergency spill response. Additionally, after maintenance activities are completed and the heavy equipment is removed, the potential for hazardous spills would no longer exist. With the implementation of the provisions, terms, and conditions, general BMPs for protection of soil and water quality (e.g. equipment maintenance and refueling in designated areas, maintaining a suitable oil spill containment kit, complying with all appropriate litter and pollution laws, etc.) these impacts would be negligible.
- **Hydrology and Water Quality:** The proposed maintenance activities would include sediment and debris removal from drainage structures, re-shaping or re-construction of existing drainage structures, and culvert clearing. These activities could result in soil erosion that would have the potential to affect downstream water features. However, visual water quality monitoring and structural BMPs (e.g. silt fence, gravel bags, and/or fiber rolls) would be implemented, as necessary, during all proposed maintenance activities. Incorporation of these BMPs would prevent erosion and sedimentation and associated impacts on hydrology and water quality would be negligible.
- **Cultural Resources:** A cultural resource inventory report was prepared by TEAM Engineering & Management, Inc. in October 2020 and submitted to the Inyo National

Forest in support of the NEPA and NHPA compliant analysis of continued maintenance activities within the proposed FRTA Easements (Farrell 2020: Forest Report R2020050402460). The three goals of the cultural resource identification effort were to; 1) identify and record cultural resource sites that occur in the Area of Potential Effect (APE); 2) make recommendations the National Register of Historic Places (NRHP) eligibility of sites; and 3) make recommendations regarding the effect of proposed FRTA Easements on cultural sites recommended NRHP eligible. The proposed FRTA Easements are expected to be 132 feet wide and the APE was defined as a 150-foot-wide corridor along each road. The cultural resource identification effort included a records search and pedestrian field survey of the approximately 325-acre APE. A total of twenty-five cultural sites were identified and eleven were recommended as eligible for listing in the NRHP. The eleven sites do not appear to have been affected by ongoing maintenance activities along the project roads, and it was recommended that continued maintenance in existing disturbed areas of the proposed FRTA easements as proposed by the project would have *no effect* on the qualities that make these sites eligible for listing in the NRHP. The FRTA easements would include provisions to ensure coordination between the County and the USFS occurs for any proposed road work outside existing disturbance areas so that potential anticipated adverse effects to eligible cultural resource sites may be avoided or mitigated; provisions to ensure potential indirect adverse effects to cultural resource sites from user created routes and use patterns associated with these road easements are considered; and to address the treatment of unanticipated cultural resource discoveries (see pages 7-9 above). Provided these stipulations are followed, there would be no adverse effects to any identified cultural resources related to project implementation.

- **Vegetation:** A botanical survey was conducted by TEAM Engineering & Management, Inc. and Wood Environment & Infrastructure Solutions, Inc. in April and May 2020 in support of the NEPA-compliant analysis for the continued maintenance activities within the proposed FRTA Easements. The final botanical survey report was submitted to the USFS October 7, 2020. The survey – which included a review of USFS records, the California National Diversity Data Base (CNDDB), California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants, and other databases as well as a field survey – evaluated the known and potential occurrence of Inyo National Forest At-Risk Species within the proposed FRTA Easements.

No federally threatened, endangered, or candidate plant species are known to occur or have suitable habitat within the Inyo National Forest. Based on the results of the field survey of the four road segments included in the proposed Project, only Death Valley Road supports Inyo National Forest At-Risk Species, including Inyo milkvetch (*Astragalus inyoensis*), Shockley's milkvetch (*Astragalus serenoii* var. *shockleyi*), Shockley's rockcress (*Boecheera shockleyi*), compact daisy (*Erigeron compactus*), Nevada ninebark (*Physocarpus alternans*), and red-spined fish hook cactus

(*Sclerocactus polyancistrus*). Potentially suitable habitat for 11 other Inyo National Forest At-Risk Species was also observed during the pedestrian survey including: Great Basin onion (*Allium atrorubens* var. *atorubens*); inflated Cima milkvetch (*Astragalus cimae* var. *sufflatus*); Kern County milkvetch (*Astragalus subvestitus*); Panamint rock-goldenrod (*Cuniculotinus gramineus*); July gold (*Dedekera eurekaensis*); Pinyon Mesa buckwheat (*Eriogonum mensicola*); sagebrush cholla (*Grusonia pulchella*); Inyo Hulsea (*Hulsea vestita* ssp. *inyoensis*); five-petal cliffbush (*Jamesia americana* var. *rosea*); limestone beardtongue (*Penstemon calcareus*); and small-flowered ricegrass (*Stipa divaricata*). The riparian area along Symmes Creek in the Foothill Road segment also provides a small amount of potential habitat for *Carex petaseta*, *Sphenopholis obtusata*, and *Populus angustifolia*. Both the County Road and Onion Valley Road segments provide minimal suitable habitat for Inyo National Forest At-Risk Species.

The continuation of maintenance activities within the existing disturbed roadway corridor would result in negligible impacts to Inyo Forest At-Risk Species within proposed FRTA Easements. None of these species were observed within the disturbed road bed, shoulders, pull-outs, and leadoff ditches. The only potential for impact to these plant species would be associated with maintenance of the adjacent drainage structures following a large or extreme storm event. As a condition of the proposed FRTA Easements maintenance activities outside of the disturbed roadway corridor would require a pre-construction review for Inyo National Forest At-Risk Species. This pre-construction review would include the following:

- Comparison of work location with known Inyo National Forest At-Risk populations identified during the Botanical Survey (May 2020). (If the Botanical Survey is older than 5 years, an updated site-specific botanical survey may be required.)
- If the work locations overlap with an Inyo National Forest At-Risk population, ICPW would be required to consult with the Inyo National Forest Botanist to determine appropriate, site-specific avoidance and minimization measures (e.g. flag for avoidance, adjust timing of work, salvage seed or individuals, etc.).

Annual training would be provided to ICRD personnel to recognize and avoid Inyo National Forest At-Risk Species.

Thirteen plants listed on the Inyo National Forest Invasive Plant List were also identified within the proposed FRTA Easements. Cheatgrass (*Bromus tectorum*) was widespread along each of the four road segments in varying densities, typically highest along road shoulders and disturbed pullouts. It is often accompanied by red brome (*Bromus madritensis* ssp. *rubens*) in lower density. Herb sophia (*Descurainia sophia*) was also observed along all the road segments, though at lower densities and often patchy distribution. Other species were more localized in particular portions of the proposed FRTA Easements.

Direct effects associated with the continued maintenance activities within the proposed FRTA Easements would result in the continued disturbance of soil during road grading activities. As a result, these activities could encourage the spread of non-native species. If maintenance activities are required outside of the disturbed roadway coordination, the following would be required as conditions of the FRTA Easements:

- The ICRD would be responsible for management and removal of high-priority infestations within the easements. Treatment methods would be consistent with USFS management direction and the *2019 Inyo National Forest Forest-wide Invasive Plants Treatment Project Environmental Assessment*. The ICRD would coordinate with the Inyo National Forest Botanist to implement strategies to minimize spread and prior to any invasive plant treatments, either annually or as needed.
  - Equipment would be cleaned regularly and immediately following use within any area infested with high-priority species. Equipment would be cleaned and inspected, as needed, prior to working outside of the previously disturbed areas.
  - Any additional infestations discovered within the FRTA Easements would be reported to the Inyo National Forest Botanist.
  - Onsite sand, gravel, rock, or organic matter would be used whenever possible. Otherwise, weed-free materials would be obtained from sources that have been surveyed and approved by Inyo National Forest.
  - Any seed or plants used for erosion control or revegetation would be from a locally collected source, and the species mix would be approved by the Inyo National Forest Botanist.
  - Annual training would be provided to ICRD personnel to assist with recognizing and avoiding invasive plants.
- **Wildlife:** A biological evaluation of fish and wildlife species was prepared by TEAM Engineering & Management, Inc. and Wood Environment & Infrastructure Solutions, Inc. in August 2020 in support of the NEPA-compliant analysis for the proposed FRTA Easements. The final report was submitted to the USFS October 20, 2020. This evaluation included a desktop review of the At-Risk Aquatic and Terrestrial Species on Inyo National Forest (January 1, 2020) and categorized the potential occurrence, habitat suitability, and impacts associated with the proposed Project. Of the 32 At-Risk Aquatic and Terrestrial Species evaluated for the proposed FRTA Easements, Nelson desert bighorn sheep (*Ovis canadensis nelsoni*) and Boisduval's blue butterfly (*Plebejus icarioides inyo*) were the only two species determined to have the potential for occurrence within the vicinity of the proposed FRTA Easements. Nelson desert bighorn sheep occur primarily in the White Mountain Wilderness; however, there is also limited habitat for this species along Death Valley Road. The continuation of ongoing maintenance activities within the proposed FRTA Easements would not remove habitat

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for this species. During maintenance activities it is anticipated that individuals would temporarily avoid Death Valley Road and occupy other areas of higher quality habitat in the White Mountain Wilderness. Potential habitat for Boisduval's blue butterfly also occurs along Death Valley Road. This area is threatened by the spread of cheatgrass which outcompetes native host plants causing a loss of habitat for the Boisduval's blue butterfly. Therefore, the continued maintenance activities along this road segment could indirectly affect this species through the inadvertent spread of invasive species. However, the FRTA Easement conditions to control invasive species would limit the potential for spread of cheatgrass as a direct result of the proposed Project. The remaining 30 At-Risk Aquatic and Terrestrial Species are unlikely to be impacted by the continued maintenance activities within the proposed FRTA Easement, as no preferred habitat occurs at proposed project locations.

The road segments are also occasionally used as wildlife crossings and movement corridors by deer and bighorn sheep. As described in the biological evaluation, the continued maintenance activities within the proposed FRTA Easements would not permanently affect these wildlife crossings.

As previously described, the proposed Project would involve continued maintenance of the road segments identified in Table 1. This proposed Project would be categorically exempt from CEQA Guidelines Section 15301, *Existing Facilities*:

*"Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The types of 'existing facilities' itemized below are not intended to be all-inclusive of the types of projects which might fall within Class 1. The key consideration is whether the project involves negligible or no expansion of use."*

As described in detail above for each of these environmental topic areas, with the implementation of the provisions, terms, and conditions, general BMPs to protect soil and water quality, and the incorporation of the recommendations from the survey reports as conditions of the proposed FRTA Easements, there would be *"no reasonable possibility that the proposed Project will have a significant effect on the environment due to unusual circumstances"* (CEQA Guidelines Section 15300.2[c]).

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**ADMINISTRATIVE DETERMINATION:** The Inyo County Planning Department staff has completed a preliminary review of the proposed Project in accordance with the CEQA. Based on that review, the Planning Department has determined that further environmental evaluation is not required because the proposed Project is categorically exempt pursuant to:

- The project is categorically exempt per Class 1, Existing Facilities (Section 15301[c]); or,
- "The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA" (Section 15061[b][3]); or,
- The project is statutorily exempt pursuant to Public Resources Code §§21080 et seq.; or,
- The project does not constitute a "project" as defined by CEQA (Section 15378).

  
\_\_\_\_\_  
John Pinckney, Transportation Planner  
Inyo County Public Works Department

7/28/21  
\_\_\_\_\_  
Date

cc:  Project file     Counter file     Library  
Posting:  County Clerk \$50.00 Admin. Fee (only required if filing for 35 day posting in lieu of 180 day posting)

# Exhibit C



# CATEGORICAL EXCLUSION REVIEW

## PROPOSAL INFORMATION

**Proposal Name:** Easements for Four National Forest Roads in Inyo County

**GIS Info:** T:\FS\NFS\Inyo\Project\SO\InyoCountyRoads

**Proponent Name:** Inyo County

**General Location:** Death Valley Road, County Road, Foothill Road and Onion Valley Road

**Line Officer:** Forest Supervisor

**District:** White Mountain and Mount Whitney

**Applicable Management Areas:** Challenging backroad and general sustainable recreation management areas; Natural/Road Recreation Opportunity Spectrum; Riparian Conservation Areas (RCAs) – mainly ephemeral channels that flow only during heavy rain;

**County:** Inyo

**Anticipated Implementation:** Decision by 12/20/20

**Is cost recovery anticipated?** Yes

**Signing Authority:** Forest Supervisor

Cost recovery agreement completed in 2019

**PALS Tracking #:** 57322

**Project File:** Box\SouthZone\InyoCountyRoadEasements

### APPLICABLE CATEGORY

This proposal is categorically excluded from documentation in an EA or EIS because it fits the following category, pending extraordinary circumstance determinations:

**Applicable Category:** 36 CFR 220.6(d)(7) (DM Not Required) – Sale or exchange of land or interest in land and resources where resulting land use remains essentially the same.

This category is applicable for this project because an easement is a type of interest in land, and the resulting land use will remain essentially the same: a road used for transportation.

The purpose of these easements is to provide a legal instrument for ongoing maintenance by Inyo County, and their maintenance methods and use of the road will remain essentially the same as they have been for decades.

This category does not require a decision memo. The Forest Supervisor decided to complete a Decision Memo due to public interest in the project, to be able to demonstrate their rationale for the decision and how extraordinary circumstances were considered.





Easements for Four National Forest Roads in Inyo County

**PROPOSAL**

The Inyo National Forest Supervisor is considering whether or not to provide easements under the National Forest Road and Trail Act (FRTA) to Inyo County for the maintenance and operation of four road segments on the Inyo National Forest for transportation purposes. The road segments may meet the intent and requirements of the National Forest Road and Trail Act (FRTA) for an easement. No new construction or change to road maintenance is proposed.

There is a need to formalize Inyo County’s role in maintenance and operations along the road segments: road maintenance allows the public to enjoy the Inyo National Forest and allows Forest Service employees to safely access the Forest.

The four road segments, located near the towns of Big Pine and Independence, are shown on the attached map and in Table 1 below. Easements are considered long-term, and while the decision for whether easements are appropriate, and under what conditions, will be made by the Forest Supervisor, easements themselves must be approved by the Regional Forester.

This project has been reduced in scope from the original proposal as released in the original scoping material. As per a request by Inyo County, the Forest dropped consideration of four additional roads that would have been considered for special use permits to allow maintenance and combined motorized use (allowing non-street legal vehicles on roads, mixed with street legal vehicles). Inyo County is no longer proposing combined use for any Inyo National Forest roads. The project is now simply to consider whether to issue FRTA easements on four road segments that have been maintained by Inyo County for decades, to provide a legal instrument for them to maintain and manage these roads for the purpose of motorized transportation.

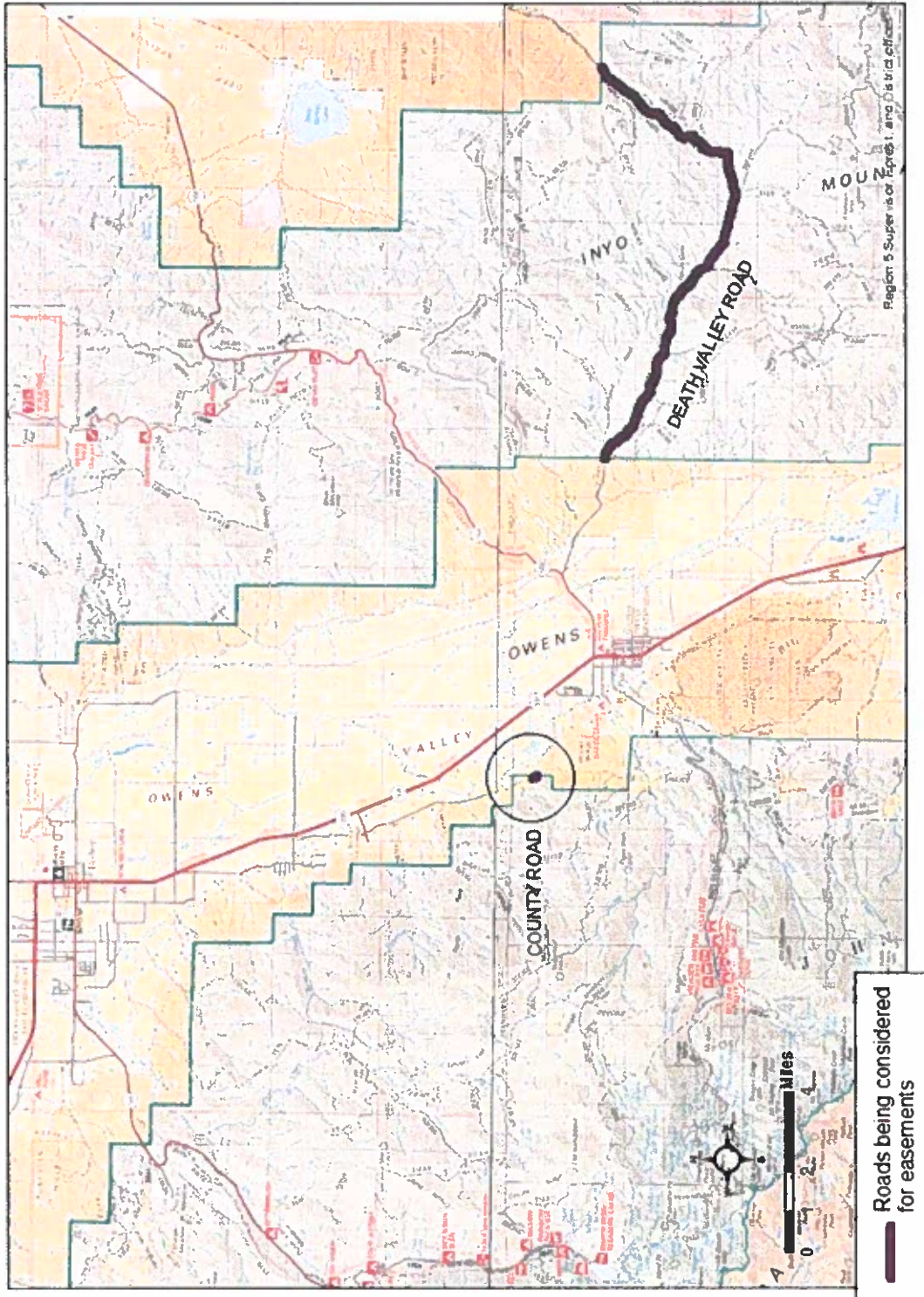
If FRTA easements are given to Inyo County for these road segments, they will have control over the type of use on these roads. However, the County has agreed, in a Settlement Agreement with the Center for Biological Diversity, such easements alone do not allow expansion of combined use roads (beyond the seven already approved in 2015) under the County’s existing EIR. That means that any additional roads proposed for combined use by Inyo County would need to undergo further environmental review under the California Environmental Quality Act (CEQA), with public notice and comment. As Inyo County is not considering combined use at this time, and has no existing future proposal for combined use, the Forest cannot consider combined motorized use as a foreseeable future action and it was not analyzed in this NEPA process. If Inyo County does propose combined use on any of these roads in the future, or any other roads that cross National Forest System land, then the Inyo National Forest will engage in the CEQA process as a landowner.

**Table 1. Forest Service roads under consideration for easement or permit to Inyo County.**

Road Name	Proposed Action	Surface	Miles
Death Valley	FRTA Easement	Paved	13
County Road	FRTA Easement	Dirt	0.1
Onion Valley	FRTA Easement	Paved	0.6
Foothill Road	FRTA Easement	Dirt	3.8

**PROPOSAL MAPS**

**NORTH END**  
**Proposed Action**  
**County and Death Valley Roads**

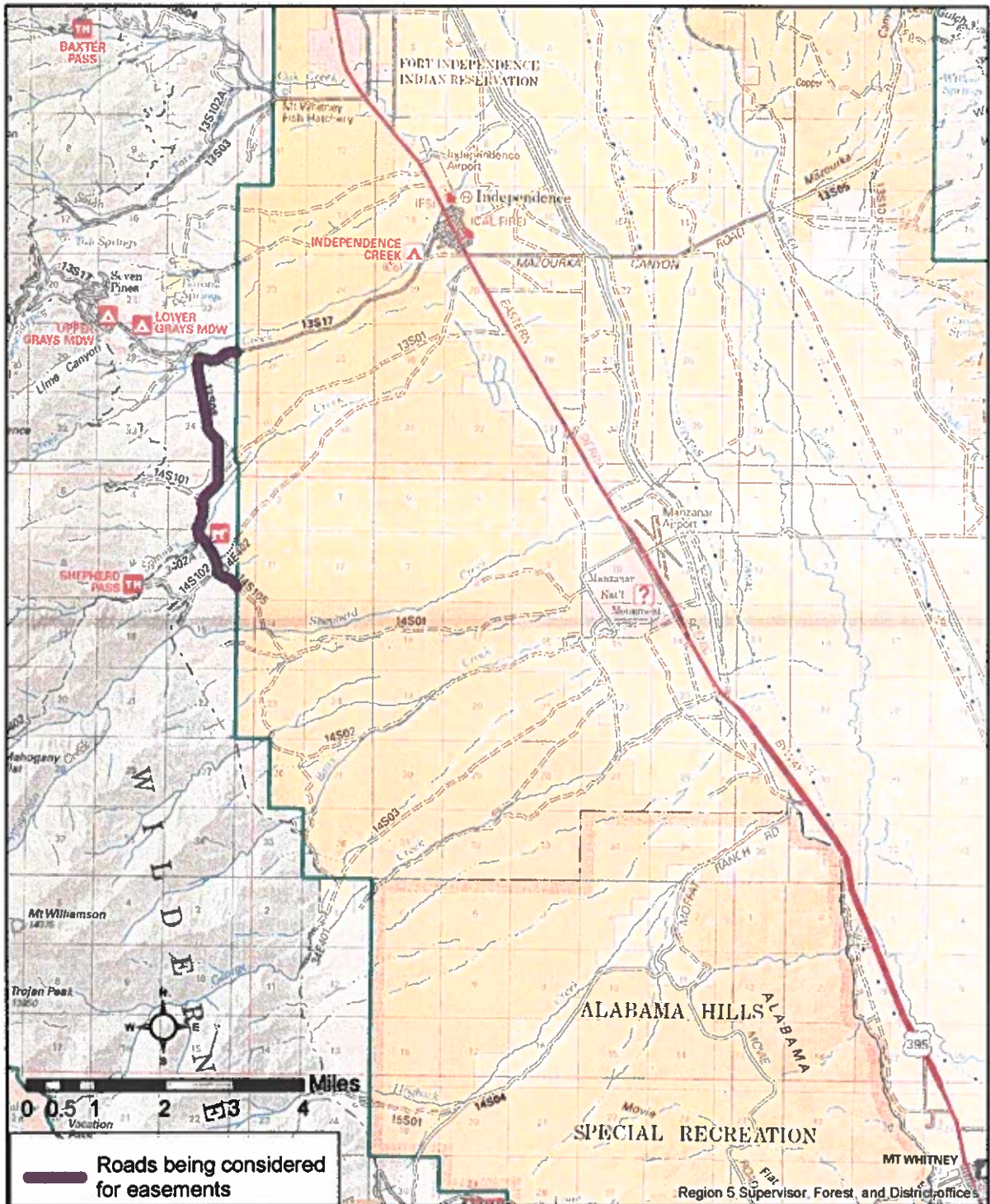




PROPOSAL MAPS

# SOUTH END

## Foothill and Onion Valley Roads





**PROPOSAL SCREENING**

**REGULATORY CONSIDERATIONS**

Given the nature of the proposal, the Responsible Official is requesting documentation to demonstrate compliance with the following regulatory considerations in addition to NEPA:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> <b>NFMA/Land Management Plan</b>       | <b>Special Management Areas:</b>                                      |
| <input checked="" type="checkbox"/> <b>ESA</b>                             | <input type="checkbox"/> <b>Wilderness</b>                            |
| <input checked="" type="checkbox"/> <b>Species of Conservation Concern</b> | <input type="checkbox"/> <b>Roadless</b>                              |
| <input checked="" type="checkbox"/> <b>NHPA</b>                            | <input type="checkbox"/> <b>Wild &amp; Scenic River Corridor</b>      |
| <input checked="" type="checkbox"/> <b>Tribal Consultation</b>             | <input type="checkbox"/> <b>Recommended Wilderness</b>                |
| <input type="checkbox"/> <b>CAA</b>  | <input type="checkbox"/> <b>Research Natural Areas</b>                |
| <input checked="" type="checkbox"/> <b>CWA</b>                             | <input type="checkbox"/> <b>National Scenic &amp; Historic Trails</b> |
| <input type="checkbox"/> <b>Pertinent Executive Orders</b>                 | <input type="checkbox"/> <b>National Recreation Areas</b>             |

**AGENCIES, ORGANIZATIONS & PERSONS TO BE CONTACTED**

Given the nature of the proposal, the Line Officer/Responsible Official is requesting the following agencies, organizations and/or persons be contacted to provide input to, or to be made aware of, the proposal. A brief overview of feedback or comments provided is included.

The scoping document was sent to local conservation groups, interested citizens, and government groups. We sent the scoping to multiple interested individuals and sent out a news release to local media outlets. We sent letters to the following organizations, who also reached-out to their members to share the scoping document:

- Friends of the Inyo
- Eastern Sierra 4wd Club
- Inyo County Board of Supervisors
- CalTrans
- Audubon Society
- California Native Plant Society
- Lone Pine Chamber of Commerce
- Sierra Club
- Bishop Climbers Coalition
- Center for Biological Diversity
- Death Valley National Park
- Bureau of Land Management – Bishop Office
- Timbisha Shoshone Tribe
- Lone Pine Paiute-Shoshone Reservation
- Ft. Independence Community of Paiute Indians
- Bishop Paiute Indian Tribe
- Big Pine Paiute Tribe of Owens Valley



## Easements for Four National Forest Roads in Inyo County

We received over 70 comments from organizations and individuals responding to the original proposed action, which has since been reduced in scope. Almost all were opposed to the project. The comments generally focused on one of the original project purposes that is no longer included, which was allowing combined-use (non-street legal vehicles allowed to use the roads) on eight road segments. Opposition focused on environmental and social impacts from OHV use, including noise, encouraging prohibited off-road use, safety, and soil disturbance from increased OHV use. Many of the comments were focused on the concern that an increase in OHV use on the original eight roads would increase off-road use, and result in increased soil erosion and vegetation removal, and creation of new user trails that cause resource damage and are prohibited under the Forest Service Travel Management Rule.

On July 2, 2020, the Inyo National Forest send a revised project description to all commenters, informing them that the project had changed and would no longer include combined use. The Forest received additional comments related to this change. Most of the new comments expressed concern that this new proposal was a way to get out of completing a NEPA analysis on combined use. The concern was that once it had easements, the County could make the decision on combined use without any Inyo National Forest decision needing to be made. The commenters suggested that these four roads would then lead to a combined use system that would negatively affect natural resources with illegal off-road use.

As stated earlier, combined use is no longer a part of this proposal and will not be analyzed further. In response to these concerns, however, the Forest developed and incorporated a stipulation in the operations and maintenance plan, requiring that the County and Forest work together to block or discourage user trails intersecting these roads. As Inyo County would have responsibility for managing the maintenance and use on roads where it has a FRTA easement, this requirement helps to ensure that illegal off-road use does not impact resources outside of the easement.



Easements for Four National Forest Roads in Inyo County

**RESOURCE PARTICIPATION IN ENVIRONMENTAL ANALYSIS REVIEW**

The Line Officer/Responsible Official has requested the following resource areas to review the proposal to determine compliance with the regulatory considerations. Surveys and preliminary effects analysis were completed by TEAM Engineering under guidance from Forest Service Staff. The following hours are estimated for both Forest Staff and Consultant Staff, combined.

Table 1: Documentation of Initial Project Review Completion

Resource	Review Complete	Specialist's Initial Input on Proposal
<b>Botany</b>	Blake Engelhardt	<b>Field Visit:</b> Field visit needed prior to conducting further environmental review. <b>Estimated Total # of Days to Complete Work:</b> >5 <b>Is consultation with a regulatory agency anticipated?</b> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Unsure <input type="checkbox"/>
<b>Cultural/Heritage</b>	Jacque Beidl	<b>Field Visit:</b> Field visit needed prior to conducting further environmental review. <b>Estimated Total # of Days to Complete Work:</b> >5 <b>Is consultation with a regulatory agency anticipated?</b> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Unsure <input type="checkbox"/>
<b>Engineering</b>	Nora Gamino	<b>Field Visit:</b> Field visit needed prior to conducting further environmental review. <b>Estimated Total # of Days to Complete Work:</b> >5 <b>Is consultation with a regulatory agency anticipated?</b> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Unsure <input type="checkbox"/>
<b>Fisheries</b>	None - No perennial surface water within or adjacent to easements.	None
<b>Hydro</b>	Todd Ellsworth	<b>Field Visit:</b> No field visit needed. <b>Estimated Total # of Days to Complete Work:</b> <2 <b>Is consultation with a regulatory agency anticipated?</b> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Unsure <input type="checkbox"/>
<b>Lands/Special Uses</b>	Diana Pietrasanta and Sheila Irons	<b>Field Visit:</b> Field visit needed prior to conducting further environmental review. <b>Estimated Total # of Days to Complete Work:</b> >5 <b>Is consultation with a regulatory agency anticipated?</b> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Unsure <input type="checkbox"/>
<b>Minerals</b>	N/A - no potential effect	None
<b>Range</b>	N/A - no potential effect	None
<b>Recreation</b>	N/A – not recreation related	None – Note: this response was updated when combined use was removed from the project proposal. Now transportation-related only, not recreation related.
<b>Soils</b>	Todd Ellsworth	<b>Field Visit:</b> No field visit needed. <b>Estimated Total # of Days to Complete Work:</b> <2 <b>Is consultation with a regulatory agency anticipated?</b> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Unsure <input type="checkbox"/>
<b>Special Management Areas</b>	N/A	<b>No Special Management Areas in the project area.</b>
<b>Wildlife</b>	Kary Schlick	<b>Field Visit:</b> Field visit needed prior to decision being signed but can complete most of the environmental review prior to that. <b>Estimated Total # of Days to Complete Work:</b> >5 <b>Is consultation with a regulatory agency anticipated?</b> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Unsure <input type="checkbox"/>



**ENVIRONMENTAL ANALYSIS REVIEW**

**NATIONAL FOREST MANAGEMENT ACT (NFMA) – LAND MANAGEMENT PLAN CONSISTENCY**

The pertinent specialist has reviewed the proposal and made the following determinations regarding proposal consistency with applicable Land Management Plan direction, standards, and guidelines.

- Botany:** Consistent
- Cultural/Heritage:** Consistent
- Engineering:** Consistent
- Fisheries:** N/A
- Fuels:** N/A
- Hydro:** Consistent
- Lands/Special Uses:** Consistent
- Minerals:** N/A
- Range:** N/A
- Recreation:** Consistent
- Scenic Resources:** N/A
- Soils:** Consistent
- Silviculture:** N/A
- Special Management Areas:** N/A
- Wildlife:** Consistent

**REQUIRED MODIFICATIONS**

There are no required modifications to the proposed project. Some plan components that are relevant to ongoing road maintenance were added to the operation and maintenance plan. The operation and maintenance plan can be found in Attachment #1.

**SUPPORTING PROJECT DOCUMENTATION**

**Table 2: Applicable Project File Documentation to Support NFMA Compliance**

Documentation Type	File Name (if applicable/needed)
List of desired conditions and goals to which the project contributes	Table 1 below
Forest Plan Consistency Checklist – Standards, Guidelines and Suitability	Forest Plan Standard, Guideline and Suitability Checklist Inyo County Roads – Excel document in project record



Easements for Four National Forest Roads in Inyo County

Table 1. Forest Plan desired conditions, goals, and objectives toward which this project contributes

Resource Area	Plan Component Type	Plan Component Code	Pg #	Plan Component Text
Lands	Desired Condition	LAND-FW-DC 02	74	Coordination of land and resource planning efforts with other Federal, State, Tribal, county, and local governments, and adjacent private landowners, promotes compatible relationships between activities and uses on National Forest System lands and adjacent lands of other ownership.
Local Communities	Desired Condition	LOC-FW-DC 07	71	The Inyo is managed in an economically efficient and cost-effective manner, while responding to the economic and social needs of the public and local communities.
Volunteers, Interpretation, Partnerships and Stewardship	Desired Condition	VIPS-FW-DC 01	72	The Inyo has a network of dependable partners and volunteers who provide additional capacity to effectively and efficiently meet plan desired conditions and deliver services to the public.
Volunteers, Interpretation, Partnerships and Stewardship	Goal	VIPS-FW-GOAL 01	72	Work with neighboring communities, organizations, State and local agencies, Tribes, and other Federal agencies to sustain national forest benefits to people across the broader landscape.
Infrastructure	Desired Condition	INFR-FW-DC 01	75	A minimum and efficient national forest transportation system, administrative sites, and other infrastructure and facilities are in place and maintained at least to the minimum standards appropriate for planned uses and the protection of resources.
Recreation	Objective	REC-FW-OBJ 04	55	Within 10 years of plan approval, establish community-based partnership programs to address up to 25 percent of the deferred maintenance for core infrastructure needs such as water, sewer, roads, and trails.

The goal of this project is to allow continued road maintenance to sustain access across National Forest land, with the help of a local partner. Putting the roads under easement to Inyo County will be an economically efficient way to maintain the roads, allow the roads to continue to be maintained to standards, and protection of resources. This project therefore contributes to the above desired conditions, goals, and objectives.

All goals, desired conditions, and objectives in the 2019 land management plan have been reviewed and this project does not foreclose the opportunity to maintain or achieve any goals, desired conditions, or objectives.

All Forest Plan components, including standards, guidelines, and suitability determinations, were reviewed, and the project complies with all of them that have relevance to this project.





**ENDANGERED SPECIES ACT**

**THREATENED, ENDANGERED, PROPOSED AND CANDIDATE SPECIES &/OR CRITICAL HABITAT**

**The pertinent specialists reviewed the proposal and made the following determinations for threatened, endangered and/or proposed species:**

A biological evaluation was completed for this project, which can be found in the project record.

In summary, no Federally listed endangered, threatened, or proposed wildlife species were identified as in or adjacent to the project area, and therefore were not analyzed in detail for this project.

**SUPPORTING PROJECT DOCUMENTATION**

**Table 3: Applicable Project File Documentation to Support ESA Compliance**

Documentation Type	File Name (if applicable/needed)
Biological Evaluation of Fish and Wildlife Species for Proposed Easements for Four National Forest Road Segments in Inyo County. TEAM Engineering & Management. October 2020. Reviewed by Kary Schlick, Inyo National Forest Wildlife Biologist, October 2020.	C:\Users\elnoesser\Box\SouthZone\InyoCountyRoadEasements\NEPA\NEPA_Docs\FinalSpecialistReportsAndSupportingDocumentation



**SPECIES OF CONSERVATION CONCERN (SCC)**

**The pertinent specialists reviewed the proposal and made the following determinations for at-risk species:**

The project area was overlaid with habitat for all Inyo National Forest Species of Conservation Concern, both wildlife and plant species.

For wildlife species, it was found that Nelson Desert Bighorn Sheep, Boisduval’s blue butterfly, and a cave obligate pseudoscorpion (*Tuberochernes aalbei*) have habitat in or adjacent to the project area, but would not be either directly or indirectly affected by the easements and associated continued maintenance.

For plant species, it was found that, four at-risk species were observed at proposed project locations, with all four identified on the Death Valley Road segment. The four species (Inyo milkvetch, compact daisy, Nevada ninebark, and red-spined fish hook cactus) and a summary of their persistence determinations as well as key ecosystem habitats and threats are described in the botany report. Continuation of routine maintenance at this segment is not expected to affect the persistence of any of the four identified species.

**SUPPORTING PROJECT DOCUMENTATION**

**Table 4: Applicable Project File Documentation to Support Agency Sensitive Species Compliance**

Documentation Type	File Name (if applicable/needed)
Biological Evaluation of Fish and Wildlife Species for Proposed Easements for Four National Forest Road Segments in Inyo County. TEAM Engineering & Management. October 2020. Reviewed by Kary Schlick, Inyo National Forest Wildlife Biologist, October 2020.	Box\SouthZone\ InyoCountyRoadEasements\ NEPA\NEPA_Docs\ FinalSpecialistReportsAndSupportingDocumentation
Botanical Survey Report and Effects Analysis: Easements for Four National Forest Road Segments in Inyo County. TEAM Engineering, October, 2020. Reviewed by Blake Engelhardt, Inyo National Forest Botanist, October 2020.	Box\SouthZone\ InyoCountyRoadEasements\ NEPA\NEPA_Docs\ FinalSpecialistReportsAndSupportingDocumentation



**NATIONAL HISTORIC PRESERVATION ACT (NHPA) – SECTION 106 REVIEW**

The pertinent specialist has reviewed the proposal and made the following determination regarding Section 106 compliance:

Choose an item.

**COMMENTS**

The project will be implemented in compliance with Section 106 of the National Historic Preservation Act (NHPA, 36CFR800) based upon recommendations contained in the final cultural resource inventory report (Farrell 2020: Forest Report R2020050402460). The proposed FRTA Easements are expected to be 132 feet wide. The area of potential effect (APE), or the geographic area within which the undertaking may directly or indirectly cause alterations in the character or use of historic properties, was defined as a 150-foot-wide corridor along each road. Historic properties are cultural sites that are eligible or potentially eligible for listing on the National Register of Historic Places (NRHP). The cultural resource identification effort included a records search and pedestrian field survey of the approximately 325-acre APE. A total of twenty-five cultural sites were identified and eleven were recommended as eligible for listing in the NRHP. The eleven sites do not appear to have been affected by ongoing maintenance activities along the project roads. It was determined that continued maintenance in existing disturbed areas of the proposed FRTA easements would have *no effect* on the qualities that may make them eligible for listing in the NRHP. Additionally, FRTA easements would include provisions to ensure ongoing coordination between the County and the USFS for any proposed road work outside existing disturbance areas so that adverse effects to historic properties may be considered, avoided and/or mitigated; provisions to ensure indirect adverse effects to historic properties from user-created routes and use patterns are considered; and provisions to address the treatment of unanticipated cultural resource discoveries. If future identified adverse effects to historic properties cannot be avoided, they will be considered pursuant to Section 106 of the NHPA in consultation with SHPO, tribes, and other interested parties as appropriate. Provided these stipulations are followed, there would be no unmitigated adverse effects to any identified historic properties related to this undertaking.

**SUPPORTING PROJECT DOCUMENTATION**

Table 5: Applicable Project File Documentation to Support NHPA Compliance

Documentation Type	File Name (if applicable/needed)
Heritage Report in project record. TEAM Engineering, reviewed by Jacqueline Beidl, Inyo National Forest Heritage Program Manager, October 2020.	Not releasable due to sensitive cultural information

**TRIBAL CONSULTATION**

Based on the nature of the proposal, the line officer/responsible official made the following determination regarding Tribal Consultation:

Consultation with American Indian Tribes has been completed.

**COMMENTS**

The Forest sent tribal consultation request letters to five tribes: the Timbisha Shoshone Tribe, Lone Pine Paiute-Shoshone Reservation, Ft. Independence Community of Paiute Indians, Bishop Paiute Indian Tribe, and Big Pine Paiute Tribe of Owens Valley. We received two responses, one from the Ft. Independence Tribe and one from the Big Pine Tribe. The Ft. Independence Tribal representative asked



### Easements for Four National Forest Roads in Inyo County

for pre-project surveys to be completed, which the Forest did require. The Big Pine Tribe’s letter expressed concern about the combined-use portion of the project, and the worry that the County would not protect resources as well as the Forest Service would. The combined-use portion of the original proposal was subsequently dropped from the proposed action, and final provisions of the NFRTA easements for project roads will require the County to consult with the Forest Service prior to undertaking any maintenance work outside of existing disturbance footprints, thus ensuring ongoing consideration of resources outside existing disturbance areas but within the maintenance easement.

#### SUPPORTING PROJECT DOCUMENTATION

Table 6: Applicable Project File Documentation to Support Tribal Consultation Compliance

Documentation Type	File Name(s)
Letters sent to tribes during scoping period and letters received from tribes during scoping period	Box\SouthZone\InyoCountyRoadEasements\NEPA\Public_Scoping\CommentsReceived Box\SouthZone\InyoCountyRoadEasements\NEPA\Public_Scoping\Tribal



**NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)**

Pertinent specialists have reviewed the proposal and made the following determinations with regards to degree of potential effects for the resource conditions considered:

**Table 7: Resource Conditions Considered for Extraordinary Circumstance Determinations**

Resources Conditions Considered for Extraordinary Circumstances	Is there a degree of potential effect that raises uncertainty over its significance? Briefly explain. <sup>1</sup>
<p><b>Federally listed threatened or endangered species,</b></p> <p><b>Designated critical habitat,</b></p> <p><b>Forest Service Species of conservation concern</b></p>	<p><b>BOTANY:</b>            NO, there is no uncertainty  <b>Rationale for Yes/No:</b> No federally listed plant species or critical habitat in the project area. There are four species of conservation concern, which will not have direct or indirect effects from this project. The maintenance plan includes provisions for minimizing impacts to SCC plant species.</p> <p><b>FISHERIES:</b>            N/A, not present  <b>Rationale for Yes/No:</b> Only possible fishery is Symmes Creek, which crosses Foothill Road. There may be non-native desirable trout in this creek, and it is not a destination fishery. The road easement will not affect the fishery, because the road and its culvert on the creek have been in place for decades and any necessary changes to the culvert will meet Forest Service best management practices for aquatic passage, as needed.</p> <p><b>WILDLIFE:</b>            NO, there is no uncertainty  <b>Rationale for Yes/No:</b> There is no habitat for federally listed species in the project area. There are two SCC species in the vicinity of the project, and the road easement and associated maintenance does not affect their habitat.</p>
<p><b>Floodplains, wetlands or municipal watersheds</b></p>	<p>NO, there is no uncertainty  <b>Rationale for Yes/No:</b> All roads are within municipal watersheds, as they feed the Owens River system (the City of Los Angeles water supply). The easements on these four road segments will have little or no effect to ground disturbance in these watersheds, and so there will be no affect to municipal water supply. There are no wetlands in the project area. Portions of these roads are within the floodplain of ephemeral, and intermittent streams (Symmes Creek is the only intermittent or semi-perennial stream). The easements will continue an existing use and will not affect floodplains beyond their disturbance footprint. The Death Valley Road is in an ephemeral stream channel, having been constructed likely a century ago. It does flood and wash out, and likely does affect flood flows. However,</p>



Easements for Four National Forest Roads in Inyo County

	<p>the road will continue to be maintained to minimize alterations in flow patterns and minimize erosion to the extent possible, given the road's existing location. The maintenance plan for the project includes provisions for maintaining surface flow and minimizing erosion. There is very little surface water in the project area, so very little potential for water quality effects. There are no known issues with water quality with current road maintenance and operation. As described in <a href="#">the operations and maintenance plan</a>, the roads will continue to be maintained in a way that minimizes water quality impacts and meets Clean Water Act requirements.</p>
<p><b>Congressionally designated areas, such as wilderness, wilderness study areas, or national recreation areas</b></p>	<p>N/A, not present <b>Rationale for Yes/No:</b></p>
<p><b>Inventoried roadless areas</b></p>	<p>N/A, not present <b>Rationale for Yes/No:</b></p>
<p><b>Research natural areas</b></p>	<p>N/A, not present <b>Rationale for Yes/No:</b></p>
<p><b>American Indians and Alaska Native religious or cultural sites</b></p>	<p>NO, there is no uncertainty <b>Rationale for Yes/No:</b> The Forest sent tribal consultation letters to five tribes and received responses from two. The Forest was not made aware of any religious or cultural sites that the tribes were concerned about and will implement general protection for cultural resources as outlined in the archaeological and historic properties effects section of this document.</p>
<p><b>Archaeological sites, or historic properties or areas</b></p>	<p>NO, there is no uncertainty <b>Rationale for Yes/No:</b> The cultural resource identification effort included a records search and pedestrian field survey of the approximately 325-acre APE. A total of twenty-five cultural sites were identified and eleven were recommended as eligible for listing in the NRHP. The eleven sites do not appear to have been affected by ongoing maintenance activities along the project roads. Continued maintenance in existing disturbed areas of the proposed FRTA easements would have <i>no effect</i> on the qualities that may make them eligible for listing in the NRHP. Additionally, FRTA easements would include provisions to ensure ongoing coordination between the County and the USFS for any proposed road work outside existing disturbance areas so that adverse effects to historic properties may be considered, avoided and/or mitigated; provisions to ensure indirect adverse effects to historic properties from user created routes and use patterns are considered; and provisions to address the treatment of unanticipated cultural resource discoveries.</p>



## DECISION MEMO

### Inyo County Road Easements on Two Road Segments

#### U.S. Forest Service

White Mountain Ranger District, Inyo National Forest  
Inyo County, California

This decision incorporates all information in this document and included in the project file.

#### DECISION & RATIONALE

I have decided to authorize some of the activities described in the [Proposal](#) section. Upon reviewing the analysis, Forest Service regulations on roads rights-of-way, and public input, I have decided that two segments are appropriate for easements to Inyo County. My decision is to move forward with the easement process on two roads at this time. Those two road segments are on County Road and Death Valley Road. An operations and maintenance plan will be included with the easements, to ensure that road operations comply with the Inyo National Forest land and resource management plan. The operations and maintenance plan is also attached to this document.

The objective of this easement is to provide rights-of-way for the public road system, when such roads cross National Forest System lands or interests in lands, following direction in FSM 2730.2. The policy set forth in FSM 2732.03 is to, "Grant FRTA easements to qualified applicants who cooperate in the construction and maintenance of the road system needed to manage the National Forest System".

I found that only two road segments are appropriate for easement, as proposed, because Inyo County has been cooperating in the maintenance of these roads for decades, and these two roads are needed to manage the National Forest System. These are major roads that provide access across the National Forest, for the general public, and do not simply provide access to Forest land. The Inyo National Forest does not have the staff or budget to maintain these roads to standards, and therefore there is a need to install a legal instrument to codify the County's existing maintenance and management of these roads.

I removed Foothill Road from consideration because it was found to already be under permit to Inyo County. An existing valid special use permit was presented to me by the county in November, 2020. Because there is an existing special use permit for construction, maintenance and operation of the road, there is no need to replace this legal instrument. Therefore, I am not making any new decision on Foothill Road. I removed it from consideration in this project because I am no longer determining whether or not to issue a FRTA easement for the road.

The 0.6 mile segment of Onion Valley Road proposed by Inyo County for an easement, does not meet the requirements of a FRTA easement on its own, since it does not cross Federal land to provide access between communities or other lands. Therefore, it is my decision to not issue a FRTA easement for this segment. Onion Valley Road, in its entirety, as a major, paved access road to a trailhead, fits well within the criteria for a Federal Highways Title 23 easement. Treating this one segment of the road separately does not provide the needed instrument for the entire road to allow effective management by Inyo County. Therefore, I am deciding not to issue a FRTA easement on the segment of Onion Valley Road.

This decision will maintain existing access across Forest land, which is beneficial to the public. It will also provide resource protection by setting a framework for the Forest Service and Inyo County to work together to protect resources. The [operation and maintenance plan \(Attachment #1\)](#) includes



## Easements for Four National Forest Roads in Inyo County

stipulations to combat invasive plant expansion, protect cultural and natural resources, and for preventing and rehabilitating user-created motorized routes that either are currently present or develop in the future from these roads.

### **APPLICABLE CATEGORICAL EXCLUSION & FINDINGS REQUIRED BY OTHER LAWS**

The [Proposal Information](#) section provides rationale for categorically excluding this action from documentation in an Environmental Assessment (EA) or Environmental Impact Statement (EIS) and for using the identified category/categories. It includes the attached [Operations and Maintenance Plan](#). The [Environmental Analysis Review](#) section documents rationale to support my finding that no extraordinary circumstances exist, along with findings required by other applicable laws and regulations to demonstrate compliance with the regulatory framework for the activities authorized by this decision.

### **AGENCIES, ORGANIZATIONS & PERSONS CONTACTED**

A [list of agencies, organizations and/or persons contacted](#) regarding this proposal is provided, along with a brief overview of comments/feedback received and how they were considered.

### **IMPLEMENTATION DATE**

I intend to implement this decision within the next three months after the signature date. It is in my authority to prepare all road easements and send them to the Regional Forester with supporting data, and to administer all road easements and permits to ensure the protection of Forest Service roads and adjacent National Forest System lands. However, the Regional Forester has the authority and responsibility to grant FRTA easements (FSM 2732.04). Therefore, the easements will not be implemented until the Regional Forester grants them.

### **ADMINISTRATIVE REVIEW**

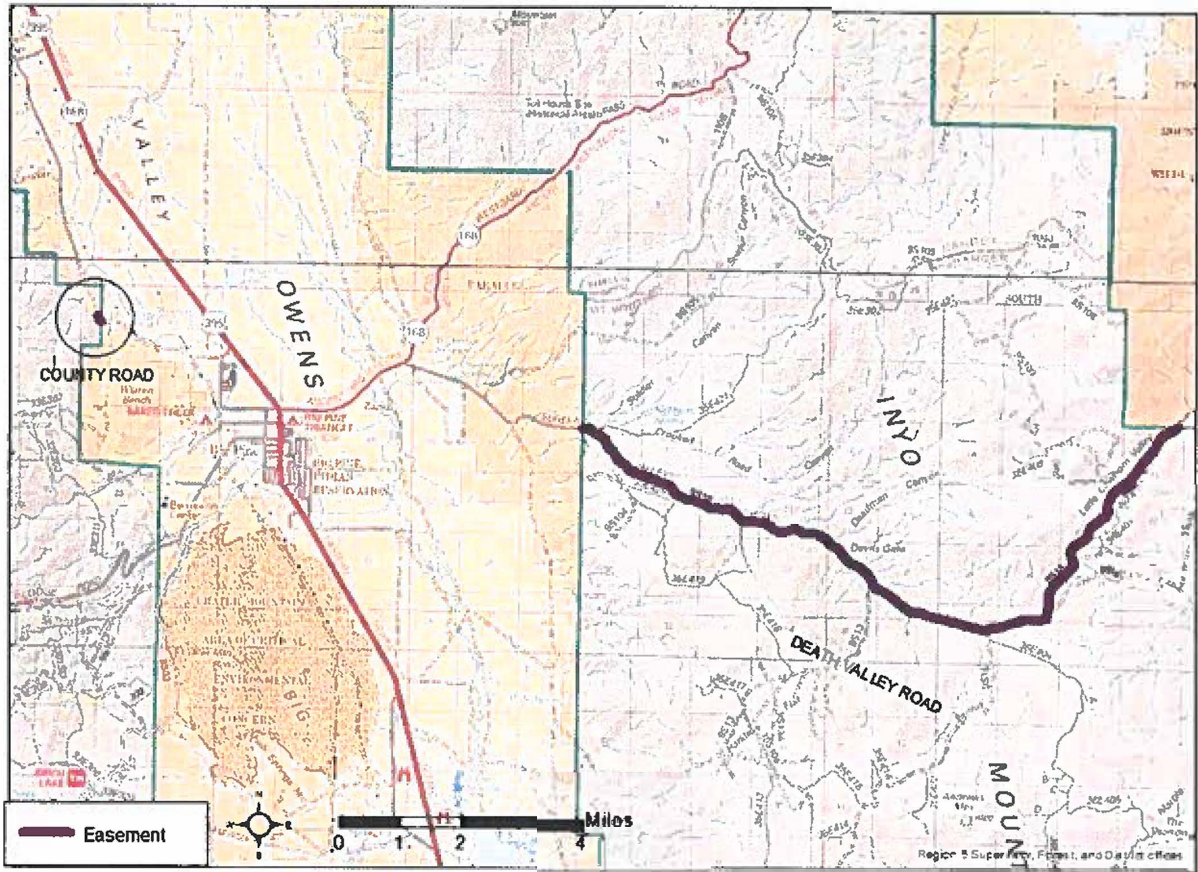
Decisions that are categorically excluded from documentation in an Environmental Assessment (EA) or Environmental Impact Statement (EIS) are not subject to an administrative review process (Agriculture Act of 2014 [Pub. L. No. 113-79], Subtitle A, Sec. 8006).





Easements for Four National Forest Roads in Inyo County

**DECISION MAP**  
County and Death Valley Roads



**CONTACT**

For additional information concerning this decision, contact:

Erin Noesser, Inyo National Forest Environmental Coordinator, 351 Pacu Ln, Suite 200, Bishop, CA, 93514, (760)920-3048 or erin.noesser@usda.gov.

Lesley Yen  
Forest Supervisor

12/10/2020



## Easements for Four National Forest Roads in Inyo County

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## ATTACHMENT #1: INYO COUNTY ROADS OPERATIONS AND MAINTENANCE PLAN

### STANDARD MAINTENANCE ACTIVITIES

Standard activities that would be performed by Inyo County Roads Department (ICRD) in the easement are summarized below. These activities are a continuation of ongoing maintenance activities. Their effects have been analyzed, and they do not require further Forest Service notification or review.

**Roadway Grading (Dirt Roads):** Dirt roads in the County are maintained approximately once per year depending on the severity of weather conditions and associated precipitation. All work would occur within previously disturbed areas and there would be no substantial expansion in the width of the road.

**Shoulder Maintenance (Paved Roads):** The road shoulders along Death Valley Road and Onion Valley Road are maintained approximately once per year by grading and/or removing adjacent low-growing, ruderal, weedy vegetation with a road grader. The road shoulders would be scraped to their previously disturbed width. If necessary (e.g. to prevent the spread of invasive species), the County would coordinate with the USFS regarding the limited use of herbicides. No built resources (i.e. buildings or structures) or previously undisturbed land areas would be affected by these routine maintenance activities along the road shoulders.

**Pavement Repairs:** Paved roadways are maintained, as necessary, to extend the life and durability of pavement and typically include chip sealing, re-paving, and/or re-painting (e.g. re-striping). Chip sealing would typically be performed once every several years and would be intended to prevent deterioration of the asphalt surface from the effects of aging and oxidation due to water and sun.

**Post-Storm Maintenance:** Post-storm maintenance activities would involve the inspection of both paved and unpaved roadway conditions following a major storm. Roads would be regraded and repaved, as necessary, as previously described. Additionally, regular post-storm maintenance activities could include sediment and debris removal from existing drainage structures, re-shaping or re-construction of existing drainage structures, and culvert clearing.

Culvert cleaning is necessary when a culvert is obstructed. ICRD would generally use a large air compressor, used to add turbulence to the water in the culvert, to help flush out the sediment and organic materials (e.g. vegetation). These activities would typically be conducted from the roadway; using a hose, and would occur during high flows when water is already turbid. Erosion/sediment control Best Management Practices (BMPs) would be installed downstream in order to reduce the risk of sedimentation impacts to biological resources and hydrology and water quality. If culvert cleaning is necessary when the culvert is dry, sediment and other debris would be removed using hand tools.

**Maintenance of Signage:** The four roadway segments included in the proposed Project have metal and wooden signage at varying intervals along the roadway shoulder. Maintaining or repairing signs or replacing in its same footprint is a normal maintenance activity.

**Weed Treatment:** The ICRD would cooperate with the USFS on management and removal of high-priority infestations within the easements. Treatment methods would be consistent with USFS management direction and the 2019 Inyo National Forest Forest-wide Invasive Plants Treatment Project



## Easements for Four National Forest Roads in Inyo County

Environmental Assessment. The ICRD will coordinate with the USFS botanist to implement strategies to minimize spread during maintenance work (in areas of high priority invasive species), and prior to any invasive plant treatments, either annually or as needed. The Forest Service botanist would respond within 2 weeks of being notified of a need for coordination.

### **ADDITIONAL ACTIVITIES**

In addition to the standard maintenance activities described above, additional maintenance activities involving post-storm re-construction, installation of new signage, and new ground disturbance adjacent to existing road beds, shoulders, and drainage structures may occasionally be required. These activities would require coordination with and pre-construction permissions from USFS. In order to ensure that these road maintenance activities are consistent with the Inyo National Forest Land Management Plan as well as other Federal requirements, including but not limited to Section 106 of the National Historic Preservation Act (NHPA), an Inyo National Forest Supervisor or designated decision maker would review and approve the following activities on a case-by-case basis before they occur:

**Post-Storm Reconstruction:** During extreme storm events, stormwater runoff and erosion may cause so much damage that new drainage features may be required, the road may need to be moved or widened, or other changes may be required that would occur outside of the previous road footprint, shoulders, or drainage structures. In these instances, ICPW would be required to notify the USFS before proceeding. The USFS would review the proposed maintenance activities, review potential effects to known resources, perform any surveys necessary to verify existing conditions and sensitive resources, and determine if further analysis is necessary to meet the requirements of the National Environmental Policy Act (NEPA). Unless there is an immediate threat to life or property, these maintenance activities would not proceed until approved by an Inyo National Forest Supervisor or designated decision maker. Emergency work immediately needed to protect life or property could proceed without notification, if the USFS is notified as soon as possible after the work is completed.

**Installation of New Signage:** If a new sign is required, or an existing sign must be replaced in a different location, ICPW would be required to notify the USFS before proceeding. The USFS would review the proposed maintenance activities, review potential effects to known resources, perform any surveys necessary to verify existing conditions and sensitive resources, and determine if further analysis is necessary to meet the requirements of NEPA. These sign installation activities would not proceed until approved by an Inyo National Forest Supervisor or designated decision maker.

**Changes to the Road Bed, Shoulders, or Drainage Structures Requiring New Ground Disturbance:** If maintenance activities are proposed outside of previously disturbed areas, defined as the existing road bed and shoulder, existing pull-outs, and leadoff ditches, ICPW would be required to notify the USFS before proceeding. The USFS would review the proposed maintenance activities, review potential effects to known resources, perform any surveys necessary to verify existing conditions and sensitive resources, and determine if further analysis is necessary to meet the requirements of NEPA. These maintenance activities would not proceed until approved by an Inyo National Forest Supervisor or designated decision maker. In the case of an emergency, where such work is necessary for protection of life or property, the ICWP will inform the Forest Supervisor or designated decision maker as soon as practicable after the work is completed.



## Easements for Four National Forest Roads in Inyo County

### TERMS, PROVISIONS, AND CONDITIONS

The FRTA Easements issued by the USFS include a list of terms, provisions, and conditions that the County would be required to comply with during maintenance activities. These terms, provisions, and conditions are included in order to ensure that all activities adhere to the Inyo National Forest Land Management Plan, and are general requirements included in most easements issued by the USFS.

- No new ground disturbance shall occur outside the existing road beds, shoulders, and drainage structures without review by the USFS and approval by the Inyo National Forest Supervisor or designated decision maker.
  - In the case of an emergency, where such work is necessary for protection of life or property, the ICWP will inform the Inyo National Forest Supervisor or designated decision maker as soon as practicable after the work is completed.
- Consistent with highway safety standards, the County shall:
  - Protect and preserve soil and vegetative cover and scenic and aesthetic values on the right-of-way outside of construction limits.
  - Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction, operation, or maintenance of the road. All earth cut or fill slopes feasible for revegetation or other areas where ground cover has been destroyed shall be vegetated with suitable (i.e. native and non-invasive) species. The County shall maintain all terracing, water bars, leadoff ditches, or other preventative works that may be necessary to accomplish this objective. This provision would also apply to waste disposal areas and slopes that are re-shaped following slides that occur during or after construction.
- The County would not establish borrow, sand, or gravel pits; stone quarries; or permanent storage areas; sites for road operation and maintenance facilities; camps, supply depots, or disposal areas within the right-of-way without first obtaining approval from the Inyo National Forest Supervisor or designated decision maker.
- The County shall maintain the right-of-way clearing by means of chemicals only in accordance with existing USFS guidelines. Infestations prioritized for treatment will be treated in accordance with USFS management direction and the design features of the 2019 Inyo National Forest Forest-wide Invasive Plants Treatment Project Environmental Assessment. The County shall notify the Inyo National Forest Botanist or their designated appointee prior to project initiation to coordinate invasive plant treatment.
- If unanticipated cultural resources are discovered during the course of any maintenance or repair work associated with FRTA easement project implementation, all activity at the project site would cease, the discovery site would be protected and the responsible Inyo National Forest Line Officer and Heritage Program Manager would be immediately notified.



## **GENERAL BEST MANAGEMENT PRACTICES FOR PROTECTION OF SOIL AND WATER QUALITY**

In addition to the terms, conditions, and provisions established in the FRTA Easements, the County would incorporate all appropriate BMPs during roadway maintenance activities in order to avoid and reduce the potential for impacts to biological resources and hydrology and water quality that could potentially result from erosion, sedimentation, and minor hazardous material spills. These BMPs would be applied to maintenance activities within the proposed FRTA Easements:

- To the maximum extent feasible, ICRD shall access all work areas using routes that would minimize damage or disturbance to fish and wildlife and cultural resources, recognizing personnel safety and equipment needs must also be considered.
- ICRD shall conduct any required equipment maintenance, and refuel, within a designated area outside of Riparian Conservation Areas (i.e. 150 feet from intermittent or ephemeral waterways and 300 feet from perennial waterways) where oil or other hazardous materials could enter the waterway under any flow conditions.
- ICRD shall have a suitable oil spill containment kit available (e.g. shovel, absorbent pads, booms) and be trained in its use. Personnel shall follow existing procedures for notification of appropriate agencies to take appropriate action if/when a spill occurs.
- ICRD shall comply with all appropriate litter and pollution laws.
- During grading activities all sediments shall be placed on existing or suitably located spoils sites so that material would not wash back into the waterway.
- ICRD shall not disturb or remove vegetation along waterways in excess of what is necessary to accomplish maintenance activities. Tree trimming, if necessary, would only be conducted in a manner consistent with applicable regulations and with consideration to the Migratory Bird Treaty Act.
- Consistent with Lahontan Regional Water Quality Control Board (RWQCB) guidance, visual water quality monitoring would be conducted by trained road crews during any work in flowing water. If sediment is observed at a distance greater than 100 feet downstream, addition of structural BMPs may be installed including silt fence, gravel bags, and/or fiber rolls, depending on the amount of flow within the channel.
- If any of the road segments are affecting hydrological connectivity of streams or springs, or are otherwise degrading water quality, ICRD shall implement corrective actions to minimize the degradation, in consultation with the USFS.
- ICRD shall not store fuels or other toxic materials except at designated administrative sites and sites covered by special use authorization. ICRD shall prohibit refueling within Riparian Conservation Areas except when there are no other alternatives.
- All new or replaced permanent stream crossings shall accommodate at least the 100-year flood, its bedload, and debris. Estimates for 100-year flood potential shall reflect the best available science regarding potential effects of climate change.
- Where motorized use routes exist, or where they develop, ICRD shall inform the Inyo National Forest and coordinate with them to discourage use and/or rehabilitate the routes. This may include grading and/or the creation of berms that close the user-created route including revegetation of the area and altering erosion control structures, if necessary.



# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 14<sup>th</sup> day of May 2019 an order was duly made and entered as follows:

*Public Works –  
Forest Service  
NEPA Review  
MOU*

Transportation Planner John Pinckney presented for Board approval a Memorandum of Understanding and related reimbursement Cost Recovery Agreement with the U.S. Forest Service to complete the Inyo County road jurisdiction National Environmental Policy Act review project related to the Adventure Trails program. There was discussion among the Board, staff, and County Counsel about the contents of the MOU and Cost Recovery Agreement. Supervisor Kingsley noted that the NEPA review has been a long time coming, and Pinckney said his predecessor did a lot of work on this before his retirement and the new Inyo National Forest Superintendent is supportive of the project. Moved by Supervisor Totheroh and seconded by Supervisor Kingsley to: A) approve of a Memorandum of Agreement reimbursement “Cost Recovery Agreement with the U.S. Forest Service specifically related to roles and responsibilities for the Inyo County road jurisdiction National Environmental Protection Act review project; and B) authorize the County Administrator to sign the MOU and Cost Recovery Agreement. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 14<sup>th</sup>  
Day of May, 2019

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: May 15, 2019



CLINT G. QUILTER  
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Clint G. Quilter".

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





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

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

For Clerk's Use Only:
<b>AGENDA NUMBER</b>
16

FROM: Public Works Department

FOR THE BOARD MEETING OF: MAY 14 2019

SUBJECT: Consider approval of a Memorandum of Understanding (MOU) with the U.S. Forest Service to complete the Inyo County road jurisdiction National Environmental Policy Act (NEPA) review project.

**DEPARTMENTAL RECOMMENDATIONS:**

Request Board 1) consider approval of a MOU (and related re-imbursement "Cost Recovery Agreement") with the U.S. Forest Service specifically related to roles and responsibilities for the Inyo County road jurisdiction National Environmental Policy Act (NEPA) review project, and 2) authorize the Chief Administrative Officer to sign the MOU and Cost Recovery Agreement.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The County was awarded a State Parks grant to complete a NEPA document evaluating potential environmental impacts resulting from jurisdictional agreement(s) between Inyo County and the Inyo National Forest for those County roads that are part of the Inyo County Maintained Mileage System that cross Inyo National Forest land and are proposed for combined use. The County has three years to complete the planning grant. The starting date for the grant is December 27, 2017.

**Project Scope**

The County has a need to perfect the right of ways with the Forest Service for County roads that cross Inyo National Forest land. The option being considered today is completion of a NEPA review and reaching a jurisdictional agreement for only those roads proposed for combined-use. This option will cost the County an estimated \$160,787 plus any related staff time and any additional cadastral surveying required to define the potential legal boundaries. See the discussion in the Financing section for more detail.

**MOU**

The NEPA document will require approval by the Inyo National Forest Superintendent. Inyo National Forest and County staff mutually agreed that an MOU establishing the roles and responsibilities of each agency would be appropriate for this project. Inyo National Forest staff provided the County with an example MOU for the processing of a NEPA document. Staff revised the MOU to make it specific to this project and then had County Counsel's office review the MOU. Inyo National Forest staff then recommended some minor changes. The minor changes were reviewed and accepted by Public Works and County Counsel staff.

**Background**

AB 628, creating Vehicle Code section 38026.1, was passed by the State Legislature and signed into law in 2011 and then extended by SB 1345 in 2016. The bill authorizes Inyo County to establish a pilot project and designate specified combined-use highways to link existing off-highway motor vehicle trails and trailheads on

federal Bureau of Land Management or United States Forest Service (USFS) lands, and to link off-highway motor vehicle recreational-use areas with necessary service and lodging facilities, in order to provide a unified linkage of trail systems for off-highway motor vehicles. The law will sunset on January 1, 2020 unless enacted or extended by the Legislature.

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

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

### **Inyo National Forest**

The County was limited in its ability to designate combined use routes by the Inyo National Forest. The Forest Service noted that no right of way agreements or easements have been identified which grant the County authority to maintain the roads on Forest Service lands proposed to be designated as combined use routes. The Forest Service stated that in order for the County to proceed with the portion of the Pilot Project located on USFS land, an agreement between the Forest Service and the County must be in place that clearly describes an easement or right of way for the road that is being used for combined use. Before the Forest Service can consider entering into such an agreement or granting an easement for the roads, there would have to be compliance with the NEPA.

Further discussion while negotiating this MOU has led the Forest Service to categorize the proposed routes that would be examined under this NEPA review as follows:

- 1) Roads eligible under the National Forest Road and Trail Act (FRTA) with appropriate NEPA review that would qualify for FRTA easements.
  - a. Death Valley Rd. (Adv. Trails - Northern Inyos Route 1,2&3)
  - b. County Rd. #2028, between Big Pine & Keough HS (Adv. Trails – Big Pine Route 1)
  - c. Onion Valley Rd. up to Foothill Rd. (Adv. Trails – Independence Routes 3&6)
  - d. Foothill Rd. (Adv. Trails – Independence Routes 3&6)
- 2) Roads categorized as Maintenance Level 3 (ML3) that would need a determination of safety for motorized mixed use and NEPA review, after which they could qualify for a Special Use Permit (not an easement even though these roads are in the County Maintained Mileage System).
  - a. Coyote Valley Rd. (Adv. Trails – Bishop Route 10)
  - b. McMurray Mdws Rd. (Adv. Trails – Big Pine Route 3)
  - c. Division Crk Rd. (Adv. Trails – Aberdeen Route 1)
  - d. Mazourka Canyon Rd. (Adv. Trails – Independence Route 2)

The other USFS roads under consideration during these discussions have been categorized as Maintenance Level 2 (ML2) which are suitable for mixed use without further review. The Forest Service has determined these as both ML2, suitable for Cooperative Road Agreement and ML2, unsuitable for agreement or easement. Their designation

as ML2 does clear the way for OHV mixed usage, but does not facilitate the combined use designation with Inyo County. No clear jurisdictional agreements have been located for any of the discussed subject roads.

As part of its approval of combined-use routes, the County did not approve any routes that have a start or an end point on a road that is part of the USFS system.

The NEPA review of County roads will require environmental surveys along the entire portion of the road that crosses Inyo National Forest land. Once the field information has been completed, it is estimated that it would take 12-18 months to complete NEPA.

### **Perpetual Easements**

For each project the County has pursued on Forest Service land in the last five years or so (Sabrina Bridge, Whitney Portal Road, Rock Creek Road, South Lake Road, Horseshoe Meadows Road flood damage), it revisited the jurisdictional issue with the Forest Service. Initially, the Forest Service had some reluctance to reach an agreement that would grant the County a perpetual easement to operate these roadways; however, the Forest Service appears to be open to an agreement at this time. So as to make future projects more agreeable to each party, staff proposes that the County pursue an agreement with the Forest Service to provide the County with a perpetual easement to operate roads the County maintains on Forest Service land. This will make it such that the County is better prepared to undertake projects on these roads and to respond to emergency events that effect roadway operation.

### **Risk Assessment**

It is possible that the controversial nature of the combined-use route designation process could make the environmental document more challenging to approve, so there may be a risk in tying the environmental analysis of the easement agreement with the combined-use routes.

### **ALTERNATIVES:**

- 1) The Board could choose to not pursue NEPA review and road easements, effectively staying with the status quo or give further direction to staff.
- 2) The Board could choose to add specific language to the MOU with the U.S. Forest Service. Any changes would require concurrence from the Forest Service.

### **OTHER AGENCY INVOLVEMENT:**

- California Department of Parks and Recreation Off-highway Motor Vehicle Recreation Division (grant approval)
- Inyo County Road Department (primary source of funding for match and for all County roads option)
- Inyo County Local Transportation Commission (secondary source of funding for match and for all County roads option)
- Inyo National Forest (approval of NEPA document, MOU partner)

### **FINANCING:**

At the time County staff brings forward to your Board the contract with a top-ranked consultant to complete the NEPA document for the jurisdictional review, the Board will be asked to finalize the budgeting for this project. The grant project scope includes:

- Archaeological & Biological Surveys by a consultant of the entire length of each roadway. The right of way width will in general be 66 feet plus include existing drainage features. This may vary by road with some roads not having a wider right of way and some roads having a narrower right of way.

- Completion of an Environmental Assessment (EA) or and Environmental Impact Statement (EIS) by a consultant
- Reimbursement to Planning Department and County Counsel for their time reviewing / working on the environmental document
- Reimbursement to Inyo National Forest staff for their time reviewing the environmental document and working with the consultant (covered by the Cost Recovery Agreement, estimated as \$67,344.82)

The original estimated cost to complete the State Parks grant is \$618,407. The County is responsible for providing a 26% match for this portion of the project (\$160,787). An additional future component will be to pay Forest Service staff for their time reviewing the actual right of way legal instruments.

Funds for this in upcoming fiscal years will come from the Road Department and from the Local Transportation Commission (LTC) budgets. The estimated cost for the matching funds of the State Parks grant is \$160,787. The matching funds would be taken from the Road Department and the Transportation and Planning Trust budgets in Fiscal Years 2018-2019, 2019-2020, and 2020-2021. The LTC will fund up to \$149,000 based on the current project load for Planning, Programming, and Monitoring funds and the amount of those funds forecast to be available to the LTC. The remaining funds would come from the Road Department.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>5/1/19</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>5/6/19</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

**DEPARTMENT HEAD SIGNATURE:** [Signature] Date: 5/7/19  
 (Not to be signed until all approvals are received)

Attachments: Inyo County Roads that cross Inyo National Forest land  
 Draft MOU and Cost Recovery Agreement

**CATEGORY 6 MAJOR COST RECOVERY AGREEMENT**

**Between**

**USDA, FOREST SERVICE, Inyo National Forest,**

**and Inyo County**

**19MJ-11-5-4530601**

This agreement is entered into between the UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE, Inyo National Forest (the Forest Service), and the County of Inyo (the applicant) under 36 CFR 251.58.

**A. RECITALS**

1. On October 11, 2018, the Forest Service accepted the applicant's application for use and occupancy of National Forest System lands (hereinafter "the application"), which is enumerated in Appendix A. The Forest Service shall assess the applicant a cost recovery fee for the agency's costs to process the application.
2. The Forest Service has determined that the fee for processing the application falls within category 6 under the applicable Forest Service processing fee schedule and/or that the fee for monitoring the applicant's special use authorization falls within category 6 under the applicable Forest Service monitoring fee schedule.
4. The geographic area to be covered by this agreement is on eight roads in Inyo County. See Appendix B.
5. The application has been submitted or the applicant's special use authorization is being issued under an authority other than the Mineral Leasing Act, and the applicant has not waived payment of reasonable costs. Therefore, the Forest Service is entitled to recover its full reasonable costs incurred in processing the application or monitoring the authorization.
6. Payment of a processing fee by the applicant does not obligate the Forest Service to authorize the applicant's proposed use and occupancy. If the application is denied or withdrawn in writing, the applicant is responsible for costs incurred by the Forest Service in processing the application up to and including the date the agency denies the application or receives written notice of the applicant's withdrawal. If the applicant withdraws the application, the applicant also is responsible for any costs subsequently incurred by the Forest Service in terminating consideration of the application.
7. The Forest Service shall determine the appropriate level of environmental analysis for the application and inform the applicant prior to initiating the environmental analysis.
8. Information associated with this agreement may be released to the public in accordance with the provisions of the Freedom of Information Act and Privacy Act.

**PART I - PROCESSING FEES**

**B. BASIS FOR PROCESSING FEES**

Processing fees for the application are based upon the direct and indirect costs that the Forest Service incurs in reviewing the application, conducting environmental analyses of the effects of the proposed use, reviewing any applicant-generated environmental documents and studies, conducting site visits, evaluating the applicant's technical and financial qualifications, making a decision on whether to issue the authorization, and preparing documentation of analyses, decisions, and authorizations for the application. The processing fee for the application shall be based only on costs that are necessary for processing the application. "Necessary for" means that but for the application, the costs would not have

been incurred. The processing fee shall not include costs for studies for programmatic planning or analysis or other agency management objectives, unless they are necessary for processing the application. Proportional costs for analyses, such as capacity studies, that are necessary for the application may be included in the processing fee.

### **C. AGREEMENT**

In consideration of the foregoing, the parties agree as follows:

1. **Scope of Work.** The Forest Service shall develop a scope of work for processing the application and an estimate of the agency's costs to process the application, which will be incorporated into this agreement as Appendix C. This scope of work shall report direct costs in categories that correspond to those in the agency's accounting system, e.g., job code, personnel compensation based upon the cost to the government (salary and benefits), travel, and other direct services, materials, and supplies. In addition, the estimate of the agency's processing costs shall include the agency's indirect costs based upon the approved annual indirect cost rate. Classification of costs as direct or indirect shall be in accordance with the published Forest Service budget for the applicable fiscal year.

2. **Environmental Analysis.** The Forest Service shall supervise the preparation of the environmental analysis associated with the application in compliance with applicable legal requirements, including public review of the analysis, analysis of public comments, and decision documentation. In exercising this responsibility, the Forest Service shall endeavor to foster cooperation among other agencies involved in the process, and to integrate National Environmental Policy Act requirements and other environmental review and consultation requirements to avoid, to the fullest extent possible, duplication of efforts by those agencies. However, the Forest Service shall not delegate to any other agency its authority over the scope and content of the environmental analysis, or approval or denial of the application.

3. **Billing.** The Forest Service shall bill the applicant prior to commencement of work. The applicant agrees to pay the estimated processing fee of \$67,344.82. The bill for the estimated processing fee will be sent by The Forest Service, Albuquerque Service Center (ASC).

4. **Payment.** The applicant shall pay the estimated processing fee within 30 days of the date the bill for the fee is issued. The Forest Service shall not initiate processing the application until the estimated processing fee is paid. If the applicant fails to pay the estimated processing fee or the fee is late, the Forest Service shall cease processing the application until the fee is paid.

5. **Statement of Costs.** The Forest Service shall annually report costs incurred for processing the application by providing a financial statement from the agency's accounting system to the applicant.

6. **Underpayment.** When the estimated processing fee is lower than the full actual costs of processing an application submitted under the Mineral Leasing Act, or lower than the full reasonable costs (when the applicant has not waived payment of reasonable costs) of processing an application submitted under other authorities, the applicant shall pay the difference between the estimated and full actual or reasonable processing costs within 30 days of billing.

7. **Overpayment.** If payment of the processing fee exceeds the full actual costs of processing an application submitted under the Mineral Leasing Act, or the full reasonable costs (when the applicant has not waived payment of reasonable costs) of processing an application submitted under other authorities, the Forest Service shall either (a) refund the excess payment to the applicant or (b) at the applicant's request, credit it towards monitoring fees due.

### **8. Disputes**

a. If the applicant disagrees with the estimated dollar amount of the processing costs, the applicant may submit a written request before the disputed fee is due for substitution of alternative estimated costs to the immediate supervisor of the authorized officer who determined the estimated costs. The written request must include supporting documentation.

b. If the applicant pays the full disputed processing fee, the Forest Service shall continue to process the application during the supervisory officer's review of the disputed fee, unless the applicant requests that the application processing cease.

c. If the applicant fails to pay the full disputed processing fee, the Forest Service shall suspend further processing of the application pending the supervisory officer's determination of an appropriate processing fee and the applicant's payment of that fee.

d. The authorized officer's immediate supervisor shall render a decision on a disputed processing fee within 30 calendar days of receipt of the written request from the applicant. The supervisory officer's decision is the final level of

administrative review. The dispute shall be decided in favor of the applicant if the supervisory officer does not respond to the written request within 30 days of receipt.

9. Lack of Administrative Appeal. A decision by an authorized officer to assess a processing fee or to determine the estimated costs is not subject to administrative appeal. A decision by an authorized officer's immediate supervisor in response to a request for substitution of alternative estimated costs likewise is not subject to administrative appeal.



10. Amendment. Modifications to this agreement shall be made in writing and shall be signed and dated by both parties.

11. Expiration and Termination. This agreement expires on May 1, 2024. Either party, in writing, may terminate this agreement in whole or in part at any time before it expires. The applicant is responsible for all Forest Service costs covered by this agreement that are incurred up to the date of expiration or termination.

12. Principal Point of Contact. The Forest Service and the applicant shall each establish a principal point of contact for purposes of this agreement.

The Forest Service's contact is Erin Noesser, Assistant Forest Planner, 760-873-2449.

The applicant's contact is John Pinckney, Inyo County Transportation Planner, (760)878-0207.

 Clint Quilter Inyo County Administrative Officer	<u>5/14/19</u> Date
 TAMMY RANDALL-PARKER Forest Supervisor USDA, Forest Service	<u>5/8/19</u> Date

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.. The time required to complete this information collection is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC

20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.



## APPENDIX A

### Applications and Authorizations Subject to this Agreement

#### Applications

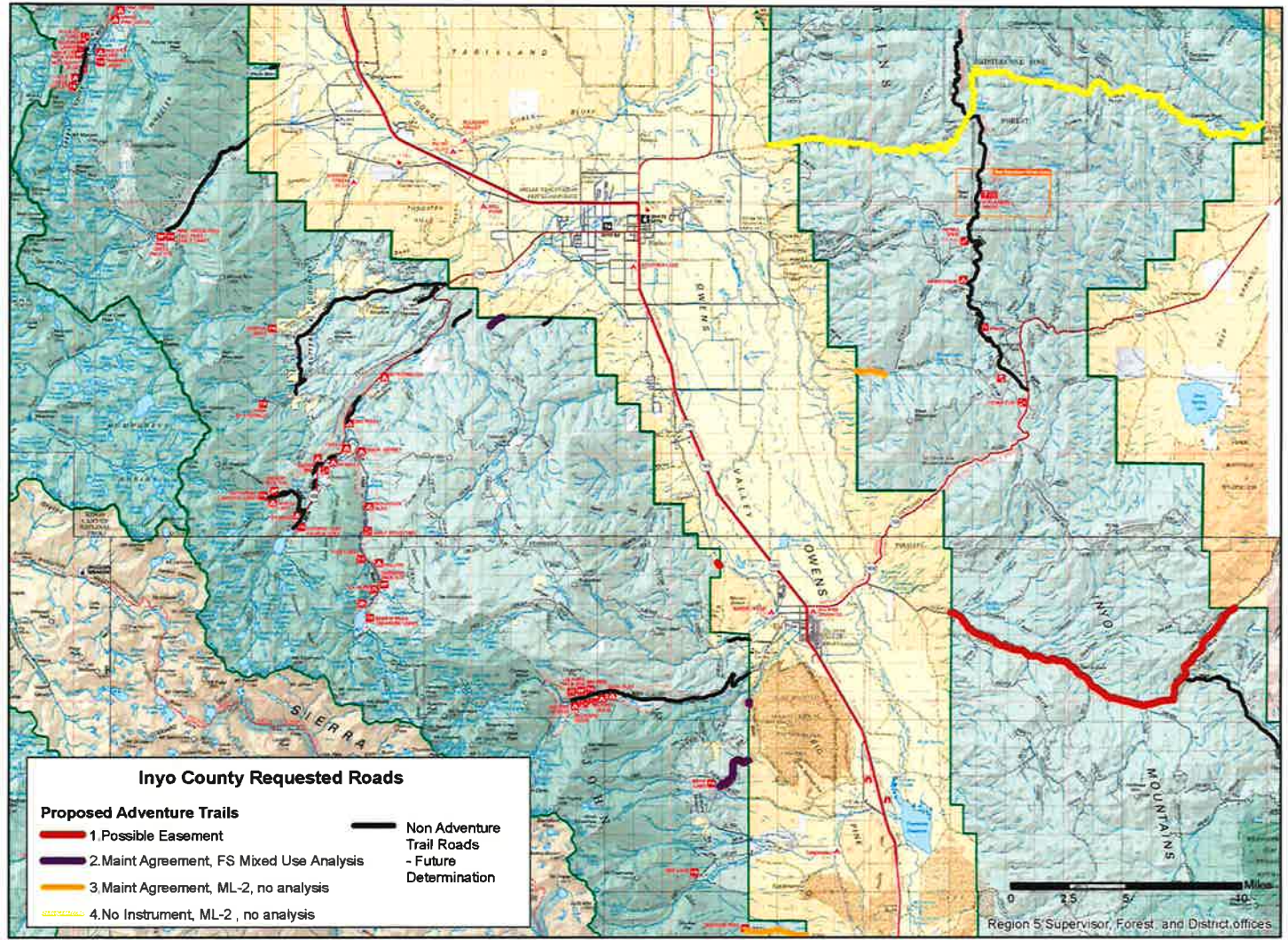
Inyo County is requesting a legal instrument to allow it to maintain and allow combined use (street legal and non-street legal vehicles on the same road) on roads within the Inyo National Forest. There is currently no legal instrument in place on these roads, and the Inyo National Forest needs to put a legal instrument in place. Four of the requested roads are suitable for a FRTA easement, and four are suitable for a Special Use Permit. In order for the Forest to consider these authorizations, it must complete a NEPA analysis of the effects.

These funds will be used by the Inyo National Forest to help complete the NEPA analysis and, if applicable, issue the authorizations.

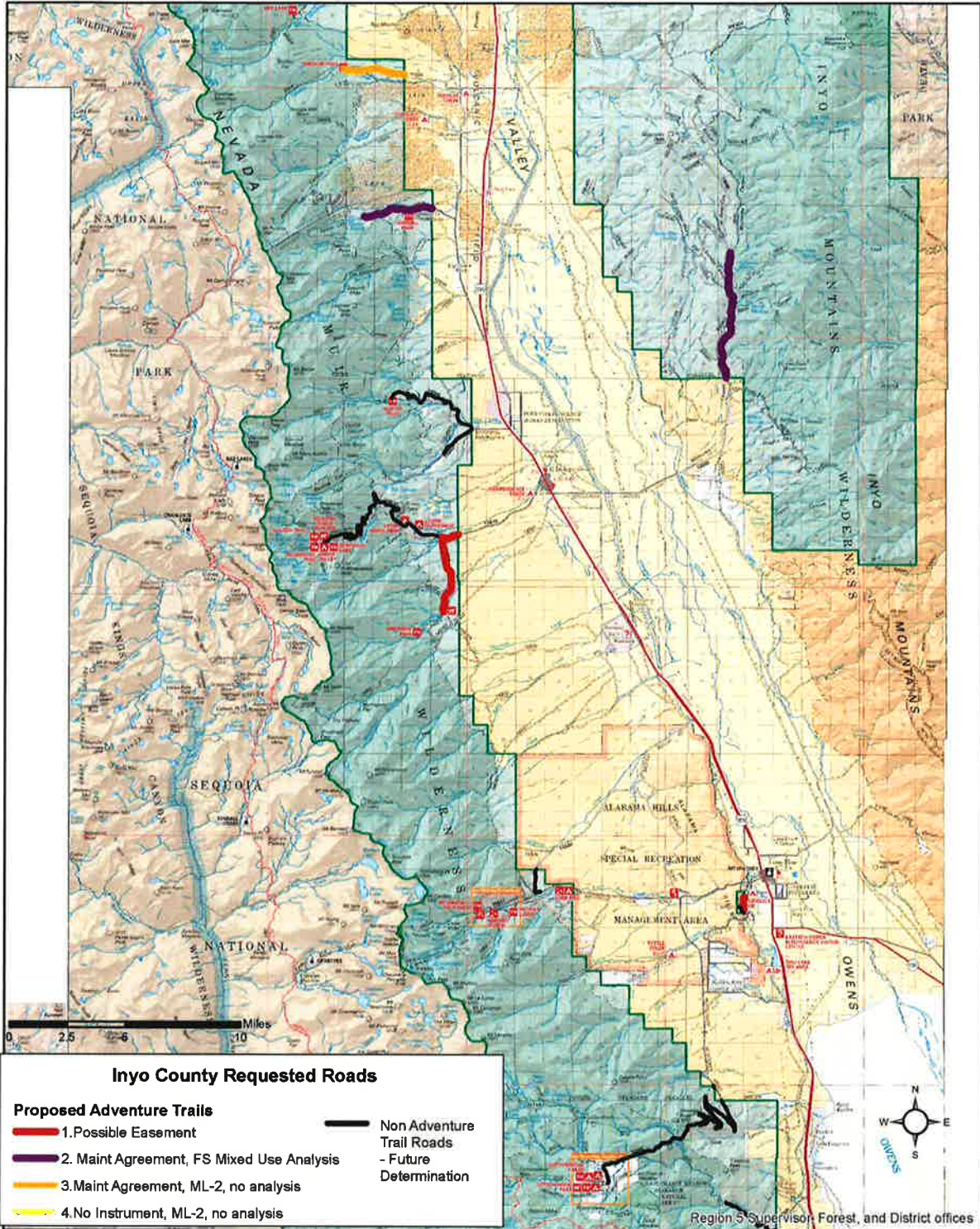
#### Authorizations

N/A

### Inyo County Road Requests - North End



# Inyo County Road Requests - South End



## **APPENDIX C**

### **Scope of Work**

The Scope of work is more clearly spelled out in an MOU between the parties, and will be refined throughout the analysis process.

Through this agreement, the FOREST SERVICE agrees to apply the Cost Recovery fees to cover the personnel costs associated with providing assistance and review of the environmental analysis, pursuant to the National Environmental Policy Act (NEPA) related to the Inyo County Adventure Trails proposal. The Inyo National Forest will provide resource specialists (as defined on the attached Estimation Sheet) to review the review the NEPA document and develop mitigation measures. Cost Recovery fees will also fund Forest Staff to draft and issue easements, special use permits, or other instruments as appropriate. The FOREST SERVICE will define requirements of the projects which provide conformance with local management objectives and the Inyo National Forest Land and Resource Management Plan

INYO COUNTY will conduct the NEPA analysis and Provide to the Forest Service any justifiable, necessary, or relevant technical or environmental information it may have, which is needed (at the Forest Service's discretion) for analysis preparation. The county will solely responsible for all Primary Consultant and subcontractor fees, costs, and expenses and make no claim against the Forest Service for such fees, costs, and expenses. It is the responsibility of the Proponent to make all contractual arrangements necessary to insure that the Primary Consultant or Contractor do not incur or assess costs that are not approved in advance by the Proponent.



# County of Inyo



## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** December 21, 2021

**FROM:** Greg Waters

**SUBJECT:** Amendment #2 to the consultant agreement with Fountainhead Consulting Corporation

---

**RECOMMENDED ACTION:**

Request Board approve Amendment No. 2 to the agreement between the County of Inyo and Fountainhead Consulting Corporation of Anaheim, CA, extending the end date of the contract from December 31, 2021 to December 31, 2022 and authorize the Chairperson to sign the amendment, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

North Round Valley Bridge is a complex project that requires an on-site construction manager who can perform inspections that Public Works does not have the expertise or capacity to fulfill. Fountainhead Consultant Corporation is contracted with Inyo County to perform this work. Due to circumstances beyond the control of the consultant, the project duration has increased, requiring a change in the contract effective dates. This does not come with a cost increase.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

North Round Valley Bridge was washed out during the runoff of 2017 for which a state (2017-11) and county emergency were declared. The washout occurred behind the abutments, resulting in a need for a significantly larger bridge (span increase of 40 feet). Public Works is preparing to go to bid for the construction contract and has secured a Construction Management firm (Fountainhead Consulting Corporation) to perform on-site inspections, monitoring, and contractor management.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The board could choose not to approve the extension to the contract, however this would prevent the consultant from being paid after December 31, 2021 and the project from being completed.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

There is no cost increase as a part of this Amendment #2, just a change to the contract end date.

**ATTACHMENTS:**

1. Fountainhead Amendment 2
2. Fountainhead Consulting Contract (Fully Executed)

**APPROVALS:**

Greg Waters	Created/Initiated - 12/6/2021
Darcy Ellis	Approved - 12/7/2021
Michael Errante	Approved - 12/7/2021
Breanne Nelums	Approved - 12/7/2021
John Pinckney	Approved - 12/7/2021
John Vallejo	Approved - 12/7/2021
Amy Shepherd	Final Approval - 12/7/2021

**AMENDMENT NUMBER 2 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Fountainhead Consulting Corporation**

**WHEREAS**, the County of Inyo (hereinafter referred to as “County”) and Fountainhead Consulting Corporation of Anaheim, CA (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering services dated July 7, 2020, on County of Inyo Standard Contract No. 156, for the term from July 7, 2020 to December 31, 2021.

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

**WHEREAS**, County and Consultant do desire and consent to amend such Agreement as set forth below.

The consultant agreement will be extended from the current end date of December 31<sup>st</sup>, 2021 to the future date of December 31<sup>st</sup>, 2022

The effective date of this amendment to the Agreement is December 21st, 2021.

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

**AMENDMENT NUMBER 2 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Fountainhead Consulting Corporation**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

**COUNTY OF INYO**

**CONSULTANT**

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

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

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

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

APPROVED AS TO FORM AND  
LEGALITY:

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

APPROVED AS TO ACCOUNTING  
FORM:

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

APPROVED AS TO PERSONNEL  
REQUIREMENTS:

\_\_\_\_\_  
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

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



# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 7<sup>th</sup> day of July 2020 an order was duly made and entered as follows:

*Public Works –  
Fountainhead  
Consulting Contract*

Moved by Supervisor Griffiths and seconded by Supervisor Tillemans to approve the contract between Inyo County and Fountainhead Consulting Services of Anaheim, CA for the performance of construction management services for the North Round Valley Bridge Construction Project in an amount not to exceed \$339,928.37 for the period of July 7, 2020 through December 31, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO: Other: <i>Public Works</i> DATE: <i>July 7, 2020</i>

WITNESS my hand and the seal of said Board this 7<sup>th</sup>  
Day of JULY, 2020



CLINT G. QUILTER  
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Clint G. Quilter".

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



# County of Inyo



#14

## Public Works

### CONSENT - ACTION REQUIRED

**MEETING:** July 7, 2020

**FROM:**

**SUBJECT:** North Round Valley Bridge Construction Management Contract

---

**RECOMMENDED ACTION:**

Request Board approve the contract between Inyo County and Fountainhead Consulting Services of Anaheim, CA for the performance of construction management services for the North Round Valley Bridge Construction Project in an amount not to exceed \$339,928.37 for the period of July 7, 2020 through December 31, 2021, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY/JUSTIFICATION:**

North Round Valley Bridge is a complex project that requires an on-site construction manager who can perform inspections that Public Works does not have the expertise or capacity to fulfill. Fountainhead construction will perform the work described in the attached 'Scope of Work' including but not limited to: contractor management, budget and schedule tracking, inspection of work, structural representation, biological monitoring, and source material inspection.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

North Round Valley Bridge was washed out during the runoff of 2017 for which a state(2017-11) and county emergency were declared. The washout occurred behind the abutments, resulting in a need for a significantly larger bridge (span increase of 40 feet). Public Works is preparing to go to bid for the construction contract and has secured a Construction Management firm (Fountainhead Consulting Corporation) to perform on-site inspections, monitoring, and contractor management.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The board could choose not to approve the contract, however this would prevent the project from moving forward.

**OTHER AGENCY INVOLVEMENT:**

The State of California Office of Emergency Services is funding this project at a reimbursement rate of 75%.

**FINANCING:**

The cost of the contract will be paid through budget unit 034600 (Road Budget), object code 5717 (Construction Inspection). This project is reimbursable at a rate of 75% by the California Office of Emergency Services (DSR 3602).

**ATTACHMENTS:**

1. Fountainhead CM Contract - IB Signed

**APPROVALS:**

Jacob Trauscht	Created/Initiated - 6/29/2020
Darcy Ellis	Approved - 6/30/2020
Marshall Rudolph	Approved - 6/30/2020
Amy Shepherd	Approved - 6/30/2020
Aaron Holmberg	Approved - 6/30/2020
Michael Errante	Final Approval - 6/30/2020

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Fountainhead Consulting Corporation

**FOR THE PROVISION OF** Construction Management

**SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Construction Management services of Fountainhead Consulting Corporation (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from July 7th, 2020 to December 31th, 2021 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 \_\_\_\_\_ through \_\_\_\_\_
- B. From \_\_\_\_\_ 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 stated in this Agreement.

**3. CONSIDERATION.**

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

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement.

Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the Director of Public Works, Michael Errante. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$ 339,928.37 (initial term) \$ \_\_\_\_\_ (option 1) and \$ \_\_\_\_\_ (option 2) for a total of \$ 339,928.37 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this

Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

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

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

#### **4. WORK SCHEDULE.**

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

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

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

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

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

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

#### **7. COUNTY PROPERTY.**

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

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

of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

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

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

#### **9. STATUS OF CONSULTANT.**

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

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

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

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

#### **10. DEFENSE AND INDEMNIFICATION.**

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

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

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

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

**11. RECORDS AND AUDIT.**

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

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

**12. NONDISCRIMINATION.**

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

**13. CANCELLATION.**

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

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.



**17. CONFIDENTIALITY.**

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

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

**22. AMENDMENT.**

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

**23. NOTICE.**

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

**County of Inyo:**

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

**Consultant:**

Fountainhead Consulting Corporation	Name
_____	Address
2400 E. Katella, Suite 800	_____
_____	City and State
Anaheim, CA 92806	_____

**24. ENTIRE AGREEMENT.**

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND Fountainhead Consulting Corporation

FOR THE PROVISION OF Construction Management SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 7th DAY OF July, 2020.

COUNTY OF INYO

By: [Signature] Signature  
MATT KINGSLEY  
Print or Type Name

Dated: 7/14/20

CONSULTANT

By: [Signature] Signature  
Ivan Benavidez  
Print or Type Name

Dated: 6/30/2020

APPROVED AS TO FORM AND LEGALITY:

[Signature] County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature] County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature] Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature] County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Fountainhead Consulting Corporation

**FOR THE PROVISION OF** Construction Management **SERVICES**

**TERM:**

**FROM:** July 7th, 2020

**TO:** December 31, 2021

**SCOPE OF WORK:**

business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any local project listed in this Scope of Work.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the agency's projects' listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest.

If a Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the Contract Manager regarding the conflicts of interest. The Contract Manager may terminate the Task Order involving the conflict of interest and may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the Contract Manager may be grounds for termination of the contract.

Some examples of conflict of interest are the following:

- Certified Materials Tester(s) or Plant Inspector(s) from the same company that performs Quality Control for the Contractor and Quality Assurance for the County on the same project.
- Providing services to construction contractor's subcontractors, fabricators, equipment installer, material suppliers and other firms associated with the projects listed in the Contract can be a potential conflict of interest when such contractor teams are identified.

### **Scope of Work**

The scope of work defined below is based on the County's current understanding of the work to be performed. The consultant shall review the design documents and environmental permits to identify any components not explicitly or implicitly included in this SOW.

#### **Phase I – Pre-Construction**

- Review RE Files provided by MGE Engineering, make or request any changes necessary
- Review plans for constructability, advise the County and design engineer
- Review contractors proposed schedule, advise the County and design engineer on potential issues
- Pre-Construction/Kick-off meeting – Attend and Participate in a Pre-construction meeting
- Verify all permits are acquired and present at site
  - Review all permit requirements
- Produce Construction oversight Plan
  - Include construction oversight schedule, to be updated weekly in coordination with contractor
  - Identify inspection and material testing requirements, frequencies, personnel required (i.e. material tester, structural inspector, bio monitor), and schedule (to be included in the construction oversight schedule)

#### **Phase II – Construction**

- Schedule, lead, and attend weekly (or as needed) construction progress meetings
  - Provide minutes and action items, to be sent to stake-holders
- Review contractor supplied critical path management schedule, update on weekly or as-needed basis

- Process Progress Payments
  - Prepare monthly quantity estimates, check against contractor invoice statements, make recommendations to the County regarding payment
- Negotiate and prepare contract change orders, in conjunction with design engineer if needed
- Provide and coordinate with additional required personnel, including but not limited to:
  - Structural representative
  - Material Tester
  - Biological monitor
- Submittals & RFIs
  - Review submittals and RFIs, including responses from design engineer, and incorporate any changes that effect required inspections/testing
  - Coordinate with design engineer regarding submittal/RFI responses, and potential changes to inspections/testing based on responses
- Provide full-time inspection services
  - Produce daily RE diaries, including but not limited to:
    - Track Contractor days
    - Track Contractor working hours including employee names
    - Subs on site
    - Major equipment on site and status
    - Description of work completed and task completion status (estimated % of total)
    - Weather
    - Catalog of stop-work and causes
    - Any QA/QC work performed including any test/inspection results, pass/fail status of test/inspection, and any comments that are important for explaining observed results
  - Keep record of all as-built changes for inclusion into the final project as-built drawings
  - Track quantities of materials used/installed
  - Ensure and document compliance with all environmental permits
  - Collect, review, and compile contractor labor compliance documents
  - Inspect construction staking to assure compliance to relevant standards
- Provide sub-contractor to perform quality control material testing services, review results for compliance with construction contract specifications.
  - Notify contractor of any failing tests
  - Provide material tester with weekly schedule up-dates and projections of coming testing requirements for following week
  - Verify material tests are performed in compliance with the County QAP
- Provide structural inspection when required
- Provide a on-site biological monitor to fulfill requirements of all environmental permits
- Public Outreach
  - Provide information to County Project manager to be distributed to public via mailings, website, or other media

### **Phase III – Post-Construction**

- Project Closeout Tasks (Following substantial completion of work)
  - Perform site walk and create a punchlist of items to be completed by contractor (or deducted from final payment)
  - Ensure sign-off from outside agencies confirming that restoration has been completed as far as practicable
  - Generate a final quantity estimate, review final contractor payment and provide recommendations regarding payment to the County
- Generate Final Project Report to include:
  - Summary and results of all QA/QC activities (inspections, material test results, etc)
  - Incorporate submittal and RFI logs (provided by design engineer)
  - Summary of monthly progress reports

- Daily Reports
- Catalog of all as-built changes
- Summary/catalog of environmental monitoring compliance

## **APPENDIX A – PROPOSAL REQUIREMENTS**

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all responding Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

### **1. Introductory Letter**

The introductory (or transmittal) letter shall be addressed to:

Jacob Trauscht  
Inyo County Public Works  
PO Drawer Q  
Independence, CA 93526

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

### **2. Executive Summary**

### **3. Consultant Information, Qualifications & Experience**

The County will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Funding source
6. Date of contract
7. Date of completion
8. Consultant Project Manager and contact information
9. Project Objective
10. Project Description
11. Project Outcome

### **4. Organization and Approach**

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Fountainhead Consulting Corporation

**FOR THE PROVISION OF** Construction Management **SERVICES**

**TERM:**

**FROM:** July 7th, 2020 **TO:** December 31, 2021

**SCHEDULE OF FEES:**

This contract shall allow the Director of Public Works to add to or modify the approved job classification list as necessary to account for personnel changes. The Director of Public Works may only approve changes to the Schedule of Fees that are not associated with an increase to the contract Not-to-Exceed amount.



**EXHIBIT 10-H1 COST PROPOSAL** Page 1 of 3

**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant     Subconsultant     2<sup>nd</sup> Tier Subconsultant

Consultant Fountainhead Consulting Corporation

Project No. 48C0044                      Contract No. 156                      Date 06/26/2020

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager/Resident Eng.	Ivan Benavidez	224.00	\$ 81.00	\$ 18,144.00
Structures Representative	Javid Sharifi	616.00	\$ 78.00	\$ 48,048.00
Inspector/Office Engineer	Salvador Valdovinos	880.00	\$ 60.90	\$ 53,592.00
				\$ 0.00

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$ 119,784.00  
 b) Anticipated Salary Increases (see page 2 for calculation) \_\_\_\_\_  
 c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 119,784.00

**INDIRECT COSTS**

d) Fringe Benefits (Rate: 0.00% )                      e) Total Fringe Benefits [(c) x (d)] \$ 0.00  
 f) Overhead (Rate: 0.00% )                                      g) Overhead [(c) x (f)] \$ 0.00  
 h) General and Administrative (Rate: 104.00% )                      i) Gen & Admin [(c) x (h)] \$ 124,575.36  
 j) **TOTAL INDIRECT COSTS [(c) + (g) + (i)]** \$ 124,575.36

**FIXED FEE**

k) **TOTAL FIXED FEE [(c) + (j) x fixed fee 5.00% ]** \$ 12,217.97

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) **TOTAL OTHER DIRECT COSTS** \$ 0.00

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: ZT Consulting \$ 42,863.04  
 Subconsultant 2: Earthspectives \$ 8,436.00  
 Subconsultant 3: Jericho Systems \$ 18,500.00  
 Subconsultant 4: Sierra Geotechnical Services \$ 13,552.00

m) **TOTAL SUBCONSULTANTS' COSTS** \$ 83,351.04

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ 83,351.04

**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 339,928.37

NOTES:

1. Key personnel **must** be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

**EXHIBIT 10-H1 COST PROPOSAL** Page 2 of 3  
**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**  
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	500		\$50.00	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$257,871.10	
	Direct Labor Subtotal before Escalation			=	\$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	\$7,871.10	Transfer to Page 1

**NOTES:**

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.  
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Ivan Benavidez Jr Title \*: Project Manager / Resident Engineer

Signature : Ivan Benavidez Jr. Digitally signed by Ivan Benavidez Jr.  
Date: 2020.06.26 16:37:41 -07'00' Date of Certification (mm/dd/yyyy): 06/26/2020

Email: ibenavidez@fountainheadcorp.com Phone Number: 909.512.2815

Address: 2400 E. Katella AVE, Ste 800, Anaheim Ca 92806

\*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

**List services the consultant is providing under the proposed contract:**

Project Management, Construction Management and Material Quality Assurance Testing Services.

**SGS SCHEDULE OF FEES****SERVICES**

<b>Professional</b>	<b>Code</b>	<b>Rate</b>
Principal Engineer/Geologist	PEG	\$155
Senior Engineer/Geologist	SEG	\$135
Project Engineer/Geologist	PG	\$120
Staff Engineer/Geologist	STEG	\$100
Environmental Geologist	EG	\$135
Senior Registered Hydrogeologist	SRH	\$205
Groundwater Geologist	SGG	\$135
Expert Witness/Deposition (4-hr min)	EW	\$255

<b>Field Technical</b>	<b>Code</b>	<b>Rate</b>
Certified Welding Inspector	CWI	\$125
Structural Welding Inspector	SWI	\$115
Certified Concrete/Masonry Inspector	CCI	\$115
Structural Bolting Inspector	SBI	\$115
Structural Steel Inspector	SSI	\$115
Reinforcing Steel Inspector	RSI	\$105
Epoxy/Grout Dowel Inspector	EDI	\$105
Field Engineer/Geologist	FEG	\$100
Field Groundwater Geologist	FGG	\$110
Senior Field Technician	SFT	\$90
Field Technician	FT	\$85
Source Inspector	SI	\$90
Ultrasonic Weld Testing	UST	\$155
Magnetic Particle Testing	MPT	\$155

<b>Field Technical (Prevailing Wage)</b>	<b>Code</b>	<b>Rate</b>
Certified Welding Inspector	CWIP	\$165
Structural Welding Inspector	SWIP	\$155
Certified Concrete/Masonry Inspector	CCIP	\$155
Structural Bolting Inspector	SBIP	\$155
Structural Steel Inspector	SSIP	\$155
Reinforcing Steel Inspector	RSIP	\$140
Epoxy/Grout Dowel Inspector	EDIP	\$140
Field Engineer/Geologist	FEGP	\$140
Field Groundwater Geologist	FGGP	\$145
Senior Field Technician	SFTP	\$120
Field Technician	FTP	\$115
Source Inspector	SIP	\$120
Ultrasonic Weld Testing	USTP	\$205
Magnetic Particle Testing	MPTP	\$205



## SGS SCHEDULE OF FEES

<b><u>Office and Laboratory Technical</u></b>	<b>Code</b>	<b>Rate</b>
Project Coordination	PC	\$85
Laboratory Technician	LT	\$90
Office Supplies/Clerical	OS	\$65
Outside Services		115%
Job Supplies/Reproduction/Postage		115%

<b><u>Equipment Rental</u></b>	<b>Code</b>	<b>Rate</b>
Rebar Locator	RL	115%
Ultrasonic Weld Tester	UWT	115%
Magnetic Weld tester	MWT	115%
Diamond Coring Rig	DCR	\$80
Torque Wrench/Skidmore	TWS	\$80
Water Quality Probe	WQP	\$50
Water Level Sounder	WLS	\$25

<b><u>Vehicle, Travel, and Per Diem</u></b>	<b>Code</b>	<b>Rate</b>
Mileage	MI	\$.70/mi
Travel Time (200-mile max)	TT	\$85
Room and Board	RB	115%
Meals	M	\$40

### **LABORATORY TESTING**

<b><u>Soils and Aggregates</u></b>	<b>Code</b>	<b>Test Method</b>	<b>Rate</b>
Proctor (Standard Effort-4")	SDC4	ASTM D698	\$225
Proctor (Modified Effort-4")	MDC4	ASTM D1557	\$230
Proctor (Modified Effort-6")	MDC6	ASTM D1557	\$250
Proctor (Rock Correction)	RC	ASTM D4718	\$160
Proctor (Check Point)	CKPT	ASTM D1557	\$55
Wet Density (Caltrans Tube)	CCT	CT 216	\$225
Durability Index	DI	ASTM D3744/CT 229	\$225
Hydrometer	HY	ASTM D422	\$215
Plasticity Index	PI	CT 204	\$305
Liquid Limit	LL	ASTM D4318	\$165
Plastic Limit	PL	ASTM D4318	\$165
R-Value (CA/NV Untreated)	RV	ASTM D2844/CT 301	115%
Sand Equivalent	SE	ASTM D2419/CT 217	\$115
Sieve Analysis	SA	ASTM C136/CT 202	\$115
Sieve Analysis with 200 Wash	SAW	ASTM C117	\$145
Specific Gravity (Coarse)	SGC	ASTM C127/CT 206	\$135
Specific Gravity (Fine)	SGF	ASTM C128/CT 207	\$135

**SGS SCHEDULE OF FEES**

Cleanness Value	CV	CT 227	\$105
Fractured/Crushed Particles	FP	ASTM D5821/CT 205	\$155
Unit Weight	UWA	CT 212	\$105

<b><u>Shear and Consolidation</u></b>	<b>Code</b>	<b>Test Method</b>	<b>Rate</b>
Direct Shear (Undisturbed, 3-Point)	UST	ASTM D3080	\$215
Direct Shear (Remolded, 3-Point)	RST	ASTM D3080	\$235
Consolidation (8-Point)	CON	ASTM D2435	\$355
Additional Points			\$55

<b><u>Concrete</u></b>	<b>Code</b>	<b>Test Method</b>	<b>Rate</b>
Compressive Test Cylinder	CCT	ASTM C39	\$43
Compressive Test Grout Sample	CTGS	ASTM C39	\$43
Compressive Test Grout Prism	CTGP	ASTM C39	\$65
Compressive Test Mortar Cylinder	CTMC	ASTM C39	\$43
Compressive Test Shotcrete Core	CTSC	ASTM C39	\$43
Oven Dry Density	ODD	ASTM C567	\$125
Equilibrium Density	EDD	ASTM C567	Request

<b><u>Asphalt and Pavement</u></b>	<b>Code</b>	<b>Test Method</b>	<b>Rate</b>
Asphalt Extraction by Ignition	IGN	CT 382	\$250
Aggregate Gradation of Extracted Sample	GES	CT 202	\$115
Moisture Content of Asphalt	MCA	CT 370	\$105
Specific Gravity of Asphalt Core	SGAC	CT 308	\$60
Theoretical Max Specific Gravity/Density	RICE	CT 309	\$165
Stabilometer Test	HVEEM	CT 366	115%



47 1st Street, Suite 1  
 Redlands, CA 92373-4601  
 (909) 915-5900

**Rate Sheet**

**Personnel Category Rates :** Charges will be made at the Category rates set forth for the time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time to and from the job site, etc.

<b>Position Title</b>	<b>Assigned hourly rate for the duration of the contract</b>
Principal In Charge	\$157.00
Senior Regulatory Specialist	\$157.00
Program Manager	\$157.00
Senior Ecologist	\$140.00
CEQA/NEPA Specialist	\$140.00
Environmental Project Manager	\$140.00
Environmental Site Manager	\$140.00
Public Outreach Specialist	\$140.00
Senior Biologist	\$140.00
FAA Licensed UAV Pilot	\$135.00
Biologist	\$128.00
Field Biologist	\$110.00
CADD/GIS Specialist	\$110.00
Project Analyst	\$105.00
General Construction Monitor	\$105.00
Administrative	\$ 65.00

**Expenses Billed At Cost:**

Travel (non-automobile)  
 Lodging  
 Auto and Truck Rentals  
 Specialty Equipment and Rentals  
 Delivery Services  
 Printing (Blueprints, Photo Services, Color Copies  
 Specialty Supplies)

**Other Direct Cost:**

Auto Mileage (at current IRS rate)  
 Agency Permit Fees (At Cost)  
 Subconsultants – Cost Plus 3%



19 Shama Circle  
Crowley Lake, CA 93546

**Prevailing Wage  
Pricelist 2020**

<b>Categories</b>	<b>Hourly Rate</b>
Survey crew (Prevailing Wage)	\$260
Calculation time	\$100
Project Coordination	\$100
Boundary Map Research	\$100
Drafting	\$100





**ZTC Hourly Rate 2020**

Type of Service	Title	Qualification	Hourly Rate
<b>Project Management</b>	PM	PE	\$210
<b>Engineering Service</b>	Senior Quality Engineer	PE / CQA	\$184.80
	Quality Engineer	PE	\$115.50
	Assistant Engineer	EIT	\$80.85
<b>QA Source Inspection Services</b>	QA Inspector	CWI, PCI II/III, ASNT NDT UT/MT	\$109.15 <sup>1,2</sup>
<b>QA Field Inspection Services (Prevailing)</b>	QA Inspector	CWI, PCI II./III, ASNT NDT UT/MT	Per DIR requirements

<sup>1</sup> Minimum four hours charge for inspection services

<sup>2</sup> Overtime rate applies after 8 hours on the job on the weekdays and any hours worked on Saturday, Sunday, and Holidays.

**Other Direct Cost\*\*\***

Item	Quantity	Approx. Unit Cost	Total Amount
Millage	TBD (Federal Rate)	\$ 0.575 / mile	TBD
Travel in-State	TBD (Caltrans Policy)	Approx. \$600 / Trip	TBD
Travel Out-of-State	TBD (Caltrans Policy)	Approx. \$1,200 / Trip	TBD
Bearing Pad / Elastomer Testing	TBD (ZTC Sub ***)	\$1,500 / Unit	TBD
Epoxy Coating Testing	TBD (ZTC Sub ***)	\$150 / Per Sample	TBD
Strand Testing	TBD (ZTC Sub ***)	\$180/ Per Test	TBD
Anchor Bolt Testing	TBD (ZTC Sub ***)	\$350 / Per Set	TBD
Hoop Testing / Couplers (<#11)	TBD (ZTC Sub ***)	\$160 / Per Sample	TBD
High Strength Bolts	TBD (ZTC Sub ***)	\$155 / per bolt set	TBD
Prestressing Components	TBD (ZTC Sub ***)	\$125 / per sample	TBD

\*\*\* This approximate cost. All the sub invoices are pass through. ZTC does not markup the subs invoices.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Fountainhead Consulting Corporation

**FOR THE PROVISION OF** Construction Management **SERVICES**

**TERM:**

**FROM:** July 7th, 2020

**TO:** December 31, 2021

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

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Fountainhead Consulting Corporation  
**FOR THE PROVISION OF** Construction Management **SERVICES**

**TERM:**

**FROM:** July 7th, 2020 **TO:** December 31, 2021

**SEE ATTACHED INSURANCE PROVISIONS**

## **Attachment D: Insurance Requirements for Professional Services**

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

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

**Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

**Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. May be waived with signed letter on contractor's letterhead certifying that contractor has no employees.

**Professional Liability (Errors and Omissions):** appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

**Cyber Liability Insurance,** with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Cyber liability requirement may be waived if contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical information (PMI). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher

## **Attachment D: Insurance Requirements for Professional Services**

limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

### **OTHER INSURANCE PROVISIONS**

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

#### **Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

#### **Notice of Cancellation**

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

#### **Waiver of Subrogation**

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

#### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

#### **Acceptability of Insurers**

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

#### **Claims Made Policies**

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

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

## **Attachment D: Insurance Requirements for Professional Services**

### **Verification of Coverage**

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### **Subcontractors**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

### **Special Risks or Circumstances**

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

-end-



# County of Inyo



## Public Works - Recycling & Waste Management

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** December 21, 2021

**FROM:** Michael Errante

**SUBJECT:** Waste-Hauler Floor Rate Adjustments

---

#### **RECOMMENDED ACTION:**

Request Board: A) approve Consumer Price Index (CPI) adjustment of 5.3%, to the portion of the Service Fee Floor rates not associated with the tipping fees, effective January 1, 2022, in accordance with Franchise Agreements between the County of Inyo and contract waste haulers; and B) adopt the new schedule of Minimum Charges for Waste Hauling Services for Areas A & B in Inyo County as presented in Exhibit A.

#### **SUMMARY/JUSTIFICATION:**

On November 19, 2019, your Board approved a new Waste Management floor rate for residential, commercial and roll-off service charged by commercial haulers. The intent of the approved increase was to revise the hauling portion of the prior rate based on the garbage trash collection component of the Consumer Price Index, as calculated by the Bureau of Labor Statistics.

The County's franchise agreements with waste haulers for collection of solid waste from residential and commercial customers established that setting rates, charges and/or floors is the Board's discretion and that if floors are employed, CPI adjustments will be done annually starting January 1, 2020.

Section 12.01(a) states that the County "...intends to retain and preserve its ability to allow for competition in the market place to obtain the best services at the lowest costs for residents and businesses and choose not to set Service Fees, other than Service Fee floors, for the provision of Franchise Services..." This section also states, "the decision of whether to regulate fees, not regulate fees or continue setting floor rates rests solely and exclusively with the County."

The County currently chooses to employ Service Fee floors and therefore, Section 12.01(b) applies and the Board of Supervisors will adjust Service Fee Floors upward and downward based on the CPI using the methodology described in Section 12.01(b)(1) and 12.01(b)(2), which directs us to use the CPI for all urban consumers for garbage and trash collection.

#### **BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose to reject the CPI increase by eliminating the floor rate in accordance with Section 12.01(a) of the franchise agreements.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

There is no cost to the County from this increase in the floor rates. It will increase franchise fee revenue to the Recycling and Solid Waste program.

**ATTACHMENTS:**

1. EXHIBIT A - 2022 Rate Schedule
2. Floor Rate Comparison

**APPROVALS:**

Teresa Elliott	Created/Initiated - 12/2/2021
Darcy Ellis	Approved - 12/3/2021
Teresa Elliott	Approved - 12/6/2021
Breanne Nelums	Approved - 12/6/2021
John Vallejo	Approved - 12/6/2021
Amy Shepherd	Approved - 12/7/2021
Michael Errante	Final Approval - 12/7/2021



**EXHIBIT A**  
**MINIMUM CHARGES FOR WASTE HAULING SERVICES**  
**AREAS A & B**  
**INYO COUNTY**  
**Effective January 1, 2022**

**COMMERCIAL BIN SERVICE – AREA A & B**

<u>Size</u>	<u>1/xWeek</u>	<u>2/xWeek</u>	<u>3/xWeek</u>	<u>4/xWeek</u>	<u>5/xWeek</u>	<u>6/xWeek</u>	<u>Ex P/U</u>	<u>Delivery</u>
2-yard	\$105.86	\$183.59	\$264.32	\$349.09	\$432.02	\$516.80	\$55.75	\$40.71
3-yard	\$158.39	\$275.23	\$396.66	\$523.83	\$648.03	\$775.20	\$83.42	\$40.71
4-yard	\$201.54	\$349.83	\$495.35	\$644.57	\$793.79	\$939.87	\$105.86	\$40.71
6-yard	\$302.39	\$524.74	\$743.22	\$966.86	\$1,190.68	\$1,409.70	\$158.85	\$40.71

\*\*\*\*\*

**RESIDENTIAL CURBSIDE CART SERVICE – AREAS A & B**

<u>96 Gallon</u>	<u>Monthly Rate</u>	<u>Each Extra Cart</u>
1 Cart	\$ 33.78	\$ 24.23

<u>64 Gallon</u>	<u>Monthly Rate only 1 cart per household</u>
1 Cart	\$ 30.27

**RESIDENTIAL CURBSIDE SERVICE (CUSTOMER OWNED CONTAINER) –  
 AREA B – Cartago, Alabama Hills, Olancha, Darwin, Keeler  
 30-40 Gallon Container (Per month)**

<u>1 &amp;/or 2 cans</u>	<u>3-cans</u>	<u>4-cans</u>	<u>5-cans</u>	<u>6-cans</u>
\$ 51.01	\$ 70.30	\$ 93.52	\$ 114.82	\$ 136.08

\*\*\*\*\*

**ROLL OFF BIN SERVICE**

<u>Size</u>	<u>Area</u>	<u>Full Rate Per</u>	<u>Compactor</u>
		<u>Bin*</u>	<u>Roll-Off</u>
20 yard	Bishop	\$308.81	\$386.02
	Big Pine	\$386.02	\$463.23
	Independence	\$478.66	\$555.87
	Lone Pine	\$555.87	\$633.07
	Olancha	\$679.40	\$756.60
	Round Valley	\$386.02	\$463.23
	Starlite	\$386.02	\$463.23
30 yard	Bishop	\$494.10	\$571.32
	Big Pine	\$571.32	\$648.51
	Independence	\$663.96	\$741.15
	Lone Pine	\$741.15	\$818.36
	Olancha	\$864.68	\$941.89
	Round Valley	\$494.10	\$571.32
	Starlite	\$494.10	\$571.32

\*For first 14-day use period. Service includes: delivery, rental & service (landfill fees additional).  
 Full Rate applies after first 14-day period.

These are the minimum allowable rates to be charged.

Hauler may offer a discount of up to 5% to all commercial customers paying in advance or within 30 days of invoice.

All commercial contract proposals must clearly delineate rates both before and after any discount is applied.

Special collection services not specified above shall be negotiated between the customer and the franchised waste hauler.

**CURRENT COMMERCIAL BIN SERVICE - AREA A&B**

<u>Size</u>	<u>1/xWeek</u>	<u>2/xWeek</u>	<u>3/xWeek</u>	<u>4/xWeek</u>	<u>5/xWeek</u>	<u>6/xWeek</u>	<u>Ex P/U</u>	<u>Delivery</u>
2-yard	101.20	176.12	253.84	335.33	415.11	496.61	52.94	38.66
3-yard	151.43	264.03	380.92	503.18	622.65	744.91	79.22	38.66
4-yard	192.89	336.02	476.56	620.57	764.57	905.64	100.53	38.66
6-yard	289.41	504.03	715.03	930.86	1,146.85	1,358.36	150.85	38.66

**PROPOSED**

<u>Size</u>	<u>1/xWeek</u>	<u>2/xWeek</u>	<u>3/xWeek</u>	<u>4/xWeek</u>	<u>5/xWeek</u>	<u>6/xWeek</u>	<u>Ex P/U</u>	<u>Delivery</u>
2-yard	105.86	183.59	264.32	349.09	432.02	516.80	55.75	40.71
3-yard	158.39	275.23	396.66	523.83	648.03	775.20	83.42	40.71
4-yard	201.54	349.83	495.35	644.57	793.79	939.87	105.86	40.71
6-yard	302.39	524.74	743.22	966.86	1,190.68	1,409.70	158.85	40.71

**CHANGE**

<u>Size</u>	<u>1/xWeek</u>	<u>2/xWeek</u>	<u>3/xWeek</u>	<u>4/xWeek</u>	<u>5/xWeek</u>	<u>6/xWeek</u>	<u>Ex P/U</u>	<u>Delivery</u>
2-yard	4.66	7.47	10.49	13.76	16.92	20.19	2.81	2.05
3-yard	6.96	11.20	15.74	20.65	25.37	30.29	4.20	2.05
4-yard	8.65	13.81	18.78	24.00	29.22	34.23	5.32	2.05
6-yard	12.99	20.71	28.19	36.00	43.83	51.34	7.99	2.05

<b>CURRENT RESIDENTIAL</b>	32.66
<b>PROPOSED RESIDENTIAL</b>	33.78
<b>CHANGE</b>	1.12



# County of Inyo



## Public Works

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** December 21, 2021

**FROM:** Ashley Helms

**SUBJECT:** Ordinance concerning parking fees at the Bishop Airport

---

**RECOMMENDED ACTION:**

Request Board approve proposed Ordinance 1277 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Repealing Certain Portions of Ordinance No. 1167 (2011) and Setting Rates for Vehicle Parking at the Bishop Airport."

**SUMMARY/JUSTIFICATION:**

Ordinance 1167, which was passed in 2011, set the rates for hangar rent, tie-down fees and parking fees at Inyo County airports. The pricing structure for hangar and tie-down fees included an annual increase of 3%. The vehicle parking fees were set as follows, with no stipulated increases: Thirty dollars (\$30) per month for automobiles, pickups, and other vehicles twenty (20) feet or less in length, and forty-five dollars (\$45) per month for any vehicle or trailer exceeding twenty (20) feet in length. All vehicles must have current vehicle registration.

Given the upcoming start of commercial air service at the Bishop Airport, which will lead to an increased demand for short-term and long-term parking, the Airport would like to increase the long-term parking rates to be consistent with other area parking options - such as the Tri-County Fairgrounds. To achieve this, Public Works is first asking your Board to repeal the outdated rates found in the 2011 ordinance. Then, to make it easier to update parking rates in the future, Public Works is asking your Board to authorize the Department to set fees by resolution, rather than by ordinance.

Before your Board today for approval is only the ordinance repealing Ordinance 1167 and authorizing the setting of fees via resolution. The resolution setting the new fees is not before your Board today, as this resolution cannot be passed until today's ordinance goes into effect, which will not be until 30 days after its adoption. Thus, Public Works will return to your Board with the resolution setting fees once today's ordinance is in effect.

However, so that your Board understands what the new parking fees will be, should your Board approve this resolution, Public Works plans to bring a resolution to your Board with the following proposed fees:

- \$50 per month for automobiles, pickups, and other vehicles twenty feet or less in length
- \$75 per month for any vehicle or trailer exceeding twenty feet in length
- \$6 per 24 hours for automobiles, pickups, and other vehicles twenty feet or less in length

- \$12 per 24 hours for any vehicle or trailer exceeding twenty feet in length

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to make any changes to the parking fee schedule at the Bishop Airport.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Revenue from short-term and long-term parking at the Bishop Airport remains in the Bishop Airport Operating Budget, and will be used to fund Airport operations and upcoming improvements to the parking area.

**ATTACHMENTS:**

1. Airport Parking Ordinance
2. Ordinance 1167

**APPROVALS:**

Darcy Ellis  
Ashley Helms  
John Vallejo  
Amy Shepherd  
Michael Errante

Created/Initiated - 12/16/2021  
Approved - 12/16/2021  
Approved - 12/16/2021  
Approved - 12/16/2021  
Final Approval - 12/16/2021

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,  
REPEALING CERTAIN PORTIONS OF ORDINANCE NO. 1167 (2011)  
AND SETTING RATES FOR VEHICLE PARKING AT THE BISHOP AIRPORT**

The Board of Supervisors of Inyo County ordains as follows:

**SECTION ONE. PURPOSE.**

The purpose of this Ordinance is to repeal Section IV(B) of Ordinance No. 1167 (2011) and to create a new fee structure for off-street parking fees to be charged at the Bishop Airport.

**SECTION TWO. AUTHORITY.**

This Ordinance is enacted pursuant to the general police power granted to the Inyo County Board of Supervisors. This ordinance is not subject to the limitations or rules found in Article XIII(C) of the California Constitution as it pertains to a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property.

**SECTION THREE. MODIFICATIONS TO ORDINANCE NO. 1167.**

Section IV(B) of Ordinance No. 1167 (2011) is hereby repealed in its entirety.

**SECTION FOUR. PARKING FEES AT THE BISHOP AIRPORT**

The amount to be charged by the County of Inyo for the use of the designated off-street parking areas controlled by the County at County operated airports shall be set by resolution of the Board of Supervisors.

**SECTION FIVE. SEVERABILITY.**

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Ordinance would be subsequently declared invalid or unconstitutional.

**SECTION SIX. CEQA COMPLIANCE.**

This ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, because it has no potential for resulting in physical change to the environment, directly or indirectly.)

SECTION SEVEN. EFFECTIVE DATE.

This ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this ordinance together with the names of the Board members voting for or against the same.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of December, 2021, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

\_\_\_\_\_  
JEFF GRIFFITHS, Chairperson  
Inyo County Board of Supervisors

ATTEST: Leslie Chapman  
Clerk of the Board

By: \_\_\_\_\_  
Darcy Ellis, Assistant  
Assistant Clerk of the Board

# *In the Rooms of the Board of Supervisors*

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 20<sup>th</sup> day of *September*, 2011 an order was duly made and entered as follows:

Ord. 1167 Airport Hanger Rents & Tie Down & Parking Fees	Staff confirmed that the ordinance being considered will increase the hanger rents at the Eastern Sierra Regional Airport to \$150 per month and will leave the hanger rents at the Independence Airport at \$130, with the 3% escalator on those rents becoming effective in January of 2013. On a motion by Supervisor Cervantes and a second by Supervisor Fortney, Ordinance 1167 titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Repealing Inyo County Ordinance No. 1092 and Increasing Hangar Rent and Tie-Down Fees and Parking Fees at County Airports," was enacted: motion carried on a three-to-one vote with Supervisors Pucci, Fortney and Cervantes voting yes, and with Supervisors Arcularius and Cash voting no.
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WITNESS my hand and the seal of said Board this 20<sup>th</sup>

Day of September 2011



KEVIN D. CARUNCHIO  
Clerk of the Board of Supervisors

By:

*Patricia Gunsolley*  
Patricia Gunsolley, Assistant

## Routing

CC \_\_\_\_\_  
Purchasing \_\_\_\_\_  
Personnel \_\_\_\_\_  
Auditor \_\_\_\_\_  
CAO \_\_\_\_\_  
Other: ~~PW~~ - Ordin. List \_\_\_\_\_

DATE: September 28, 2011

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, REPEALING INYO COUNTY ORDINANCE NO. 1092 AND INCREASING HANGAR RENT AND TIE-DOWN FEES AND PARKING FEES AT COUNTY AIRPORTS**

The Board of Supervisors of the County of Inyo ordains as follows:

**SECTION I. FINDINGS/PURPOSE.**

In enacting this Ordinance this Board finds that the cost to the County of providing various aviation-related services and facilities at the County Airports exceeds the revenue generated by the fees that the County currently charges for the provision of those services and facilities; that it is in the public interest, and the purpose of this Ordinance, for those fees, to the extent reasonable, to be in amounts sufficient to defray the County's cost of providing those services and facilities; and that, based on a study of the direct and authorized indirect costs to the County of operating and maintaining County Airports, the fees established herein do not exceed the reasonable cost to the County of providing the services or facilities to which they apply.

**SECTION II. AUTHORITY.**

This Ordinance is enacted pursuant to the authority given this Board of Supervisors by Government Code §50474 which, among other things, permits a county to establish fees and rents for the use of its airport facilities, and by Government Code Section §66018 which, in the absence of a more specific statute, provides the procedure for adopting and revising such fees and rents.

**SECTION III. REPEALS.**

On the effective date of this Ordinance, Inyo County Ordinance No. 1092, increasing hangar rent at the Bishop and Independence Airports and increasing off-street parking fees at the County operated airports, and any other Inyo County Ordinance or resolution that establishes airport-related fees for County Airports inconsistent with those established herein, are repealed.

**SECTION IV. HANGAR RENTAL/TIE-DOWN/AUTOMOBILE PARKING FEES AMOUNTS.**

- A. The amount to be charged by the County of Inyo for use of an airplane hangar at the Eastern Sierra Regional Airport is and shall be One Hundred Fifty Dollars (\$150) per month effective 30 days from the adoption of this ordinance. The amount to be charged by the County of Inyo for use of an airplane hangar at other County operated airports is and shall be \$130.00 per month effective 30 days from the adoption of this ordinance. Commencing January 1, 2013 and at the beginning of each succeeding calendar year the rent shall increase 3%. The revised rates will be rounded to the nearest whole dollar.
- B. The amount to be charged by the County of Inyo for use of the designated off-street parking areas at County operated airports is and shall be Thirty Dollars (\$30) per month for automobiles, pickups, and other vehicles twenty (20) feet or less in length, and Forty-Five Dollars (\$45) per month for any vehicles or trailer exceeding twenty (20) feet in length. All vehicles must have current vehicle registration.



C. The amount to be charged by the County of Inyo for the use of the aircraft tie-downs at County operated airports is and shall be as follows:

1. Single-engine aircraft:
  - a. \$10.00 per night (free with 24 gallon fuel purchase)
  - b. \$35.00 per week
  - c. \$60.00 per month
2. Twin-engine 100LL aircraft and small helicopter:
  - a. \$15.00 per night (free with 45 gallon fuel purchase)
  - b. \$50.00 per week
  - c. \$75.00 per month
3. Twin-engine turbine aircraft and medium helicopter:
  - a. \$25.00 per night (free with 60 gallon fuel purchase)
  - b. \$100.00 per week
  - c. \$200.00 per month
4. Jet aircraft and heavy lift helicopter:
  - a. \$25.00 per night (free with 75 gallon fuel purchase)
  - b. \$100.00 per week
  - c. \$200.00 per month

Commencing January 1, 2013 and at the beginning of each succeeding year the tie-down rates shall increase 3%. The revised rates will be rounded to the nearest whole dollar.

**SECTION V. EFFECTIVE DATE.**

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against same.

PASSED AND ADOPTED this 20th day of September, 2011 by the following vote:

AYES: Supervisors Pucci, Fortney and Cervantes  
NOES: Supervisors Cash and Arcularius  
ABSTAIN: -0-  
ABSENT: -0-

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

ATTEST:  
Kevin Garunchio, Clerk of the Board

By   
\_\_\_\_\_  
Patricia Gunsolley, Assistant Clerk of the Board



# County of Inyo



## Public Works

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** December 21, 2021

**FROM:** Travis Dean

**SUBJECT:** Approval of Budget Amendment and the contract for on-call County Surveyor Services with Meyer Land Surveying of Oak Hills, CA

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**RECOMMENDED ACTION:**

Request Board:

- A) Amend the Fiscal Year 2021-2022 Public Works Budget 011500 as follows: increase appropriation in Professional Services, Object Code 5265, by \$120,000 (*4/5ths vote required*);
- B) Amend the Fiscal Year 2021-2022 General Fund Contingencies Budget #087100 as follows: decrease appropriation in Contingencies, Object Code 5901, by \$120,000 (*4/5ths vote required*);
- C) Approve the Contract between the County of Inyo and Meyer Land Surveying of Oak Hills, CA, for on-call County Surveyor Services in an amount not to exceed \$120,000 for the period of January 1, 2022 through December 31, 2024; and
- D) Authorize the chairperson to sign the contract, contingent upon obtaining appropriate signatures.

**SUMMARY/JUSTIFICATION:**

Since the passing of Clint Quilter, Inyo County has been without a County Surveyor. In September, Inyo County put out a Request for Qualifications (RFQ) to hire a consultant to be the acting County Surveyor. We received two (2) responses, one from Lumos and Associates of Zephyr Cove, NV. and one from Meyer Land Surveying of Oak Hills, CA. Public Works had three (3) employees score the submissions, and all three (3) employees scored Meyer Land Surveying as the most qualified.

California Government Code section 27550, et seq., states;

The surveyor shall be a person authorized to practice land surveying in this state. The surveyor shall be elected in the same manner and for the same term as other county officers unless the board of supervisors of the county shall have provided by ordinance for his or her appointment by the board. If so appointed, the surveyor shall serve at the will of the board.

Inyo County Code states:

2.20.010 Appointment—Qualification.

A. Pursuant to Title 3, Division 2, Part 3, Chapter 11, Article 1 of the Government Code of the state, the county board of supervisors provides for the appointment of a county surveyor. The power of appointment, with its attendant procedure, shall be in lieu of the election procedure for county surveyor.

B. The surveyor shall be appointed by majority vote of the county board of supervisors, and upon such

appointment the surveyor shall serve at the will of the board.

C. The surveyor shall be a licensed land surveyor or registered civil engineer of the state. (Ord. 186, 1970.)

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could choose not to approve the contract, but this is not recommended as the County would not have a County Surveyor.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Funded in Public Works 011500, Professional Services 5265. There are sufficient funds in the General Fund Contingencies Budget to facilitate these Budget Amendments.

**ATTACHMENTS:**

1. Meyer Land Surveying Contract
2. Rate Sheet - 2021-2022

**APPROVALS:**

Travis Dean	Created/Initiated - 12/9/2021
Darcy Ellis	Approved - 12/9/2021
Travis Dean	Approved - 12/9/2021
Denelle Carrington	Approved - 12/9/2021
Breanne Nelums	Approved - 12/9/2021
John Vallejo	Approved - 12/9/2021
Amy Shepherd	Approved - 12/13/2021
Michael Errante	Final Approval - 12/13/2021

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MEYER LAND SURVEYING**  
**FOR THE PROVISION OF COUNTY SURVEYOR SERVICES**

**INTRODUCTION**

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

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. TERM.**

The term of this Agreement shall be from 1/1/22 to 12/31/24 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 N/A
- B. From N/A through N/A

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

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

**3. CONSIDERATION.**

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

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests

by Consultant for approval to incur travel and per diem expenses shall be submitted to the Public Works Director. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$ 120,000.00 (initial term) \$ N/A (option 1) and \$ N/A (option 2) for a total of \$ 120,000.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

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

F. Federal and State taxes.

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

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

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

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

#### 4. **WORK SCHEDULE.**

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A, which are requested by the County. It is understood by Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule, but will

coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

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

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

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

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

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

## **7. COUNTY PROPERTY.**

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

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

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

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

**9. STATUS OF CONSULTANT.**

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

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

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

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

**10. DEFENSE AND INDEMNIFICATION.**

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

**11. RECORDS AND AUDIT.**

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

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

**12. NONDISCRIMINATION.**

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

**13. CANCELLATION.**

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

**14. ASSIGNMENT.**

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

**15. DEFAULT.**

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

**16. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

**17. CONFIDENTIALITY.**

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

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

**18. CONFLICTS.**

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

**19. POST AGREEMENT COVENANT.**

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit,



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

**20. SEVERABILITY.**

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

**21. FUNDING LIMITATION.**

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

**22. AMENDMENT.**

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

**23. NOTICE.**

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

<b>County of Inyo:</b>	
Public Works	Department
_____	Address
P.O. Drawer Q	_____
_____	City and State
Independence, CA 93526	

<b>Consultant:</b>	
_____	Name
_____	Address
_____	City and State

**24. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND MEYER LAND SURVEYING  
FOR THE PROVISION OF COUNTY SURVEYOR SERVICES**

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

**COUNTY OF INYO**

**CONSULTANT**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print or Type Name

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print or Type Name

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

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

APPROVED AS TO FORM AND LEGALITY:

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

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MEYER LAND SURVEYING  
FOR THE PROVISION OF COUNTY SURVEYOR SERVICES**

**TERM:**

**FROM:** 1/1/22 **TO:** 12/31/24

**SCOPE OF WORK:**

Performance of County Surveyor functions shall be in general conformance with applicable provisions of the Subdivision Map Act, the Professional Engineers and Land Surveyors Act, and the Inyo County Code. Project work shall include, but may not be limited to the following tasks:

- A. Provide technical review, comment and coordination with County Staff, applicant, and applicant's surveyor for the completion, approval and recordation (where applicable) of final tract maps, parcel maps, records of surveys, legal descriptions, corner records, certificates of compliance, lot line adjustments, official maps and similar land development documents. Provide signature on approval certificate of completed maps.
- B. Perform research and calculations that may be necessary for processing and approval of a given project.
- C. Provide technical review and comment on maps, plats, exhibits, figures, calculations, tables, charts, reports, legal descriptions and other documents submitted by applicant in support of approval for a given project. Correspond with applicant for submittal of any outstanding documentation or revision required to existing documents as necessary for project approval.
- D. Coordinate project work with the Inyo County Public Works Department and, where necessary, other departments.
  - i) This may include attendance at meetings with County staff, applicants, surveyors, or meetings from time to time.
  - ii) To the extent possible, allowing for project priorities and staff availability, Inyo County Public Works staff will provide initial technical review and comment to applicant.
  - iii) County staff shall be responsible for developing map conditions for tentative maps, but may request input from the County Surveyor. County staff shall be responsible for processing final tract and parcel maps to a near-complete level; the County Surveyor shall provide final review and approval.
  - iv) Copies of direct correspondence with applicant shall be forwarded to Public Works. Copies of direct correspondence with applicant's surveyor shall be forwarded to both Public Works and applicant.
- E. The County shall retain and maintain all permanent records. Work products shall be processed through the Public Works office. Map numbering and indexing shall be assigned and processed by the County.
- F. If necessary, coordinate modification to map-check procedures with Public Works staff.
- G. When requested by County, perform County Surveyor functions as set forth in Government Code sections 27550-27564, et seq.
- H. Tasks performed shall follow generally-accepted practices for the industry and shall meet the minimum requirements and guidelines established by the Professional Engineers and Land Surveyors Act.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MEYER LAND SURVEYING  
FOR THE PROVISION OF COUNTY SURVEYOR SERVICES**

**TERM:**

**FROM:** 1/1/22 **TO:** 12/31/24

**SCHEDULE OF FEES:**

	Regular	Overtime
Admin	\$67/hr.	\$100/hr.
Survey Crew	\$285/hr.	\$388/hr.
Project Surveyor (crew management)	\$150/hr.	\$205/hr.
PLS (map review, signatures, and stamp docs.)	\$165/hr.	\$235/hr.
Surveyor Assistant (office calcs, drafting, etc.)	\$125/hr.	\$195/hr.
Mapping/Checking Jr.	\$150/hr.	\$220/hr.
Survey Data Processor	\$165/hr.	\$235/hr.
GIS Analyst	\$145/hr.	\$195/hr.
Drone Pilot	\$165/hr.	\$235/hr.
Drone Pilot (crew)	\$285/hr.	\$388/hr.
Drone Processor	\$150/hr.	\$220/hr.
GPR (crew)	\$285/hr.	\$388/hr.
GPR Processor	\$150/hr.	\$220/hr.
Underground utility locating (Separate from GPR)	\$225/hr.	\$328/hr.

All Rates increase on July 1, 2022 approximately 6.7%

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MEYER LAND SURVEYING**

**FOR THE PROVISION OF COUNTY SURVEYOR SERVICES**

**TERM:**

**FROM:** 1/1/22 **TO:** 12/31/24

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

Travel and Per diem TBD Job by Job as needed.

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MEYER LAND SURVEYING  
FOR THE PROVISION OF COUNTY SURVEYOR SERVICES**

**TERM:**

**FROM:** 1/1/22 **TO:** 12/31/24

**SEE ATTACHED INSURANCE PROVISIONS**

## Attachment D : Insurance Requirements for PW Professional Services

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

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

**Commercial General Liability (CGL):** ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The CGL policy shall contain, or be endorsed to contain, additional insured status as specified as follows.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage. May be waived with signed letter on Contractor’s letterhead certifying that no vehicle or mobile equipment will be used in the execution of the agreement.

**Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. May be waived with signed letter on Contractor’s letterhead certifying that Contractor has no employees.

**Professional Liability:** Insurance as appropriate to the Contractor’s profession (errors and omissions, medical malpractice, etc.), with limit no less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate. Professional liability insurance coverage is normally required if Contractor is providing a professional service regulated by the state; however, other professional contractors, such a computer software designers and claims administration providers, should also have professional liability. Check with Risk Management if professional liability coverage is required.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

## **Attachment 1: Insurance Requirements for PW Professional Services**

### **OTHER INSURANCE PROVISIONS**

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

#### **Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

#### **Notice of Cancellation**

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

#### **Waiver of Subrogation**

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

#### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

#### **Acceptability of Insurers**

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

#### **Claims Made Policies (should be applicable only to professional liability)**

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

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

#### **Verification of Coverage**

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting



## **Attachment 1: Insurance Requirements for PW Professional Services**

coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to submit the required documents to Inyo County prior to beginning work shall not waive the Contractor's obligation to provide the documents or to have the coverage described. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

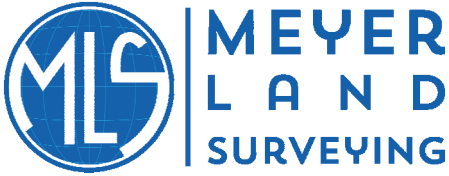
### **Subcontractors**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

### **Special Risks or Circumstances**

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

-end-



CONSTRUCTION | MAPPING | GIS | SCANNING | 3D MODELING

**2021-2022 RATES**

	<b><u>Regular</u></b>	<b><u>Overtime</u></b>
<b>Admin</b> .....	\$.67/hr.	\$100/hr.
<b>Survey Crew</b> .....	\$285/hr.	\$388/hr.
<b>Project Surveyor</b> (crew management).....	\$150/hr.	\$205/hr.
<b>PLS</b> (map review, signatures, and stamp docs.).....	\$165/hr.	\$235/hr.
<b>Surveyor Assistant</b> (office calcs, drafting, etc.).....	\$125/hr.	\$195/hr.
<b>Mapping/Checking Jr.</b> .....	\$150/hr.	\$220/hr.
<b>Survey Data Processor</b> .....	\$165/hr.	\$235/hr.
<b>GIS Analyst</b> .....	\$145/hr.	\$195/hr.
<b>Drone Pilot</b> .....	\$165/hr.	\$235/hr.
<b>Drone Pilot (crew)</b> .....	\$285/hr.	\$388/hr.
<b>Drone Processor</b> .....	\$150/hr.	\$220/hr.
<b>GPR (crew)</b> .....	\$285/hr.	\$388/hr.
<b>GPR Processor</b> .....	\$150/hr.	\$220/hr.
<b>Underground utility locating</b> ..... <i>(Separate from GPR)</i>	\$225/hr.	\$328/hr.

All Rates increase on July 1, 2022 approximately 6.7%  
Travel and Per diem TBD Job by Job as needed.



# County of Inyo



## Public Works

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** December 21, 2021

**FROM:** Justine Kokx

**SUBJECT:** Approval of Budget Amendment

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#### RECOMMENDED ACTION:

Request Board:

- A) Amend the Fiscal Year 2021-2022 State Funded Road Budget 034601 as follows: (1) increase estimated revenue in Operating Transfers In Object Code 4998 by \$20,000 and (2) increase appropriation in State Line Road Object Code (code # to be determined) by \$20,000 (*4/5ths vote required*);
- B) Amend the Fiscal Year 2021-2022 Road Budget 034600 as follows: (1) increase appropriation in Operating Transfers Out Object Code 5801 by \$20,000 (*4/5ths vote required*); and
- C) Approve the Memorandum of Agreement and Funds Transfer Agreement between the County of Inyo and the Federal Highway Administration for the project delivery, construction contracting, and contract administration of a California Federal Lands Access Program Grant in an amount not to exceed \$9,660,000 pending final project evaluation, with construction estimated to occur in FY 2027-2028, contingent upon the Board's approval of future budgets; and
- D) Authorize the Chairperson to sign.

#### SUMMARY/JUSTIFICATION:

Inyo County Public Works was notified by the U.S Department of Transportation, Federal Highway Administration, of their decision to award \$9,660,000 in Federal Lands Access Program (CA-FLAP) grant funds for the reconstruction of State Line Road. This is a highly competitive grant program; to win this award is an accomplishment for the Inyo County Local Transportation Commission. State Line Road provides the primary access for the majority of Death Valley National Park's 1.7 million annual visitors. This road is the principal route between Las Vegas, Nevada and Death Valley National Park.

The project will reconstruct 5.21 miles of State Line Road from Death Valley Junction to the Nevada/California state line. Improvements will include widening to 28 feet, raising the grade, improving drainage and safety enhancements. An important benefit to note about this project is that it will directly connect to a federal investment being made through an award to Nye County and the NV FLAP program to improve a connecting corridor which supports intra-state tourism with Death Valley National Park and joins with State Line Road.

As specified under the conditions of the FLAP project application, a scoping Funds Transfer Agreement (FTA) will be required between Inyo County and the Central Federal Lands Highway Division (CFLHD) in the amount of \$20,000 in matching funds to be paid by March 1, 2022, along with a Memorandum of Agreement (MOA)

between the same agencies to establish the project scope, roles and responsibilities.

The project is preliminarily programmed for construction in late Fiscal Year 2027-2028. However, this could change according to federal legislation. Currently, CA-FLAP is authorized under the new Infrastructure Investment and Jobs Act, which is set to expire on September 30, 2026. The FLAP program would need to be extended, renewed or created through additional federal legislation. The estimated total project costs, including engineering, escalation and construction costs is \$9,660,000. Inyo County will provide 11.47% or \$1,108,000 in SB-1 matching funds. The CA-FLAP grant will provide \$8,552,000 in cash funds.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

The County has a successful track record of delivering projects through the CA-FLAP program. The most recent projects include reconstruction of South Lake Road in 2020, and the 2013 CA-FLAP, reconstruction of Whitney Portal Road.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to approve the budget amendment and Memorandum of Agreement and Funds Transfer Agreement between the County of Inyo and the Federal Highway Administration. This would not be recommended due to the failing condition of State Line Road and the high volume of traffic it handles.

**OTHER AGENCY INVOLVEMENT:**

- Federal Highway Administration
- Inyo County Local Transportation Commission
- Inyo County Counsel
- Inyo County Auditor
- Inyo County Risk Manager

**FINANCING:**

This project will be budgeted in 034601 - State Funded Road, Object Code - State Line Road (object code # to be determined). Inyo County will pay \$20,000 to the CFLHD towards the County's share of the scoping phase by March 1, 2022. An operating transfer of \$20,000 of SB-1 funds will occur from the Road Budget 034600, Object Code 5801, Operating Transfer Out to State Funded Road Budget 034601, Operating Transfer In, Object Code 4998. The remaining balance of the \$1,108,000 SB-1 matching funds will come due during the subsequent phases of the project, paid out of State Funded Road budget, State Line Road object code. There is sufficient fund balance in the Road Budget to cover the increase in expenditures.

**ATTACHMENTS:**

1. Federal Lands Access Program State Line Road Notification Letter
2. Federal Lands Access Program State Line Road Scoping Fund Transfer Agreement
3. Federal Lands Access Program State Line Road Scoping Memorandum of Agreement

**APPROVALS:**

- |                    |                               |
|--------------------|-------------------------------|
| Justine Kokx       | Created/Initiated - 12/1/2021 |
| John Pinckney      | Approved - 12/1/2021          |
| Justine Kokx       | Approved - 12/7/2021          |
| Darcy Ellis        | Approved - 12/7/2021          |
| Justine Kokx       | Approved - 12/7/2021          |
| Denelle Carrington | Approved - 12/8/2021          |
| Michael Errante    | Approved - 12/8/2021          |
| Breanne Nelums     | Approved - 12/8/2021          |
| John Vallejo       | Approved - 12/8/2021          |

Amy Shepherd

Final Approval - 12/9/2021



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

**Central Federal Lands Highway Division**

November 24, 2021

12300 West Dakota Avenue  
Suite 380A  
Lakewood, CO 80228-2583  
Office: 720-963-3698  
james.herlyck@dot.gov

In Reply Refer To:  
HFPP-16

Inyo County  
John Pinckney  
Public Works  
168 N. Edwards St  
Independence, CA 93526  
jpinckney@inyocounty.us

Re: CA FLAP INY 10(1) STATE LINE ROAD  
California Federal Lands Access Program Project Application

Mr. Pinckney:

Congratulations. The California Program Decisions Committee (PDC) has short-listed your application for the above referenced project as a part of the Call for Projects. Your application is no longer competing against other applications. The project's scope of work, costs, and schedule will be further evaluated for the PDC's final decision, likely to be in the fall 2022. The scope, funding, and preliminary schedule are proposed as follows:

**Purpose:** The purpose of this project is to improve access to Death Valley National Park, Ash Meadows National Wildlife Refuge, and Bureau of Land Management lands.

**Scope:** The scope of this project includes reconstruction of 5.21 miles of State Line Road from Death Valley Junction to the State Line, including widening to 28 feet, raising grade, drainage, and safety improvements. The 28 feet width differs than what was applied for, but would be consistent with proposed improvements in Nye County, NV.

**Preliminary Schedule:** This project is preliminarily programmed for construction funding in late fiscal year 2028 based on availability of funding. Construction would likely occur that same year. The actual year funds are obligated for construction may change due to changes to the program and/or program funding.

This is contingent on if Program funding is available. The Federal Lands Access Program is currently authorized under the new Infrastructure Investment and Jobs Act, which is set to expire on September 30, 2026. The FLAP Program, or a similar program where this project can be grandfathered into, would need to be extended, renewed, or created through additional federal legislation.

**Funding:** The estimated total project cost, including engineering and escalation of construction costs to the program year, is \$9,660,000. Inyo County will provide \$1,108,000 in

cash funds, to meet the 11.47% match requirement. The Federal Lands Access Program will provide \$8,552,000 in cash funds.

**Right of Way and Utilities:** The application stated there are prescriptive rights on BLM land. This project will formalize the Right-of-Way through a Highway Easement Deed. There are no known utility conflicts. This will be verified through scoping and project development.

**Additional PDC Considerations:** The PDC limited the funding to a 28 feet wide facility to match improvements proposed through the Nevada FLAP program to the Nye County portion of the road corridor. If additional width is preferred, funding would be required from non-FLAP sources. To better ascertain the existing pavement and subgrade condition, as a part of the scoping effort Federal Highway Administration (FHWA), Central Federal Lands Highway Division (CFLHD) will perform a pavement investigation. This will more accurately determine the required pavement section, and project costs.

**Project Delivery:** The Federal Highway Administration (FHWA), Central Federal Lands Highway Division (CFLHD) will lead the project delivery, construction contracting, and contract administration of this project.

Prior to final selection by the PDC, CFLHD will conduct a scoping effort. This effort will yield Project Delivery Plan (PDP) documents detailing the proposed scope, schedule, and budget anticipated for the project to allow the PDC to finalize the program of projects. The CFLHD Project Manager will be Emilio Burgos, who can be reached at [emilio.burgos@dot.gov](mailto:emilio.burgos@dot.gov) or (720) 963-3639. Mr. Burgos will be contacting you and other project stakeholders shortly to schedule the scoping trip.

As specified under the conditions of the FLAP Project Application, a scoping Funds Transfer Agreement (FTA) will be required between your agency and CFLHD in the amount of \$20,000, along with a Memorandum of Agreement (MOA) establishing the project scope, roles, and responsibilities. The drafts of these agreements are attached to this letter. Please fill in the appropriate information for your agency and email a scanned PDF of the executed versions to Mr. Burgos and me by **January 21, 2022**.

The total project cost and associated match may be updated during scoping. The PDC will make the final determination of the total program amount and required match. If the PDC and your agency agree with the project scope and cost estimate once scoping is complete, the PDC will place the project in the final program of projects, the FTA will be modified to include all projected project costs, and a new MOA will be developed and signed by all of the project partners. The PDC determines the final program year for funding based on total available funding and other needs in the program.

We appreciate your interest in the Federal Lands Access Program and look forward to working with you on this project.

Sincerely,

James Herlyck, P.E.  
Federal Lands Access Program Manager &  
Federal PDC Representative  
FHWA-CFLHD

Attachments: Draft Scoping Funds Transfer Agreement and Memorandum of Agreement

cc: Bob Baca, Caltrans, State PDC Representative, [bob.baca@dot.ca.gov](mailto:bob.baca@dot.ca.gov)  
Joshua Pack, Butte County, Local PDC Representative for CEAC, [jpack@buttecounty.net](mailto:jpack@buttecounty.net)  
John Gay, Imperial County, Alternate Local PDC Representative for CEAC,  
[johngay@co.imperial.ca.us](mailto:johngay@co.imperial.ca.us)  
Christopher Longley, Planning and Programs Branch Chief, FHWA-CFLHD,  
[christopher.longley@dot.gov](mailto:christopher.longley@dot.gov)  
Jill Locken, Program Manager (Detail Assignment), FHWA-CFLHD, [jill.locken@dot.gov](mailto:jill.locken@dot.gov)  
Amanda Peters, Programming (Detail Assignment), FHWA-CFLHD,  
[amanda.peters@dot.gov](mailto:amanda.peters@dot.gov)  
Jeff Sanders, Transportation Planner, FHWA-CFLHD, [jeffrey.sanders@dot.gov](mailto:jeffrey.sanders@dot.gov)  
Emilio Burgos, Project Manager, FHWA-CFLHD, [emilio.burgos@dot.gov](mailto:emilio.burgos@dot.gov)  
Michael Errante, Public Works Director, Inyo County, [merrante@inyocounty.us](mailto:merrante@inyocounty.us)  
Mike Reynolds, Superintendent, Death Valley NP, [mike\\_reynolds@nps.gov](mailto:mike_reynolds@nps.gov)  
Katrina Symons, Barstow Field Office Manager, BLM, [ksymons@blm.gov](mailto:ksymons@blm.gov)  
Timothy Sutton, County Manager, Nye County, [tsutton@co.nye.nv.us](mailto:tsutton@co.nye.nv.us)  
Tim Dahl, Public Works Director, Nye County, [tdahl@co.nye.nv.us](mailto:tdahl@co.nye.nv.us)

FLMA Technical Advisory Group:

Jon Christensen, National Park Service, [Jon\\_Christensen@nps.gov](mailto:Jon_Christensen@nps.gov)  
Amy Marshall, Presidio Trust, [amarshall@presidiotrust.gov](mailto:amarshall@presidiotrust.gov)  
Jonna Hildenbrand, US Army Corps of Engineers, [Jonna.M.Hildenbrand@usace.army.mil](mailto:Jonna.M.Hildenbrand@usace.army.mil)  
Robert Paul, US Army Corps of Engineers, [Robert.B.Paul@usace.army.mil](mailto:Robert.B.Paul@usace.army.mil)  
Zeferina Ruvalcaba, US Army Corps of Engineers, [Zeferina.J.Ruvalcaba@usace.army.mil](mailto:Zeferina.J.Ruvalcaba@usace.army.mil)  
Phil Smith, US Army Corps of Engineers, [Phil.Smith@usace.army.mil](mailto:Phil.Smith@usace.army.mil)  
Mark Kougl, US Bureau of Land Management, [mkougl@blm.gov](mailto:mkougl@blm.gov)  
Jason Quinones, US Bureau of Reclamation, [JQuinones@usbr.gov](mailto:JQuinones@usbr.gov)  
Carrie Scott, US Bureau of Reclamation, [cmsscott@usbr.gov](mailto:cmsscott@usbr.gov)  
Dan Staton, US Bureau of Reclamation, [dstaton@usbr.gov](mailto:dstaton@usbr.gov)  
Armando Porras, US Fish and Wildlife Service, [armando\\_porras@fws.gov](mailto:armando_porras@fws.gov)  
Andrea Smith, US Fish and Wildlife Service, [andrea\\_smith@fws.gov](mailto:andrea_smith@fws.gov)  
Shanisha Reese, US Forest Service, [Shanisha.Reese@usda.gov](mailto:Shanisha.Reese@usda.gov)





FEDERAL HIGHWAY ADMINISTRATION  
FEDERAL LANDS HIGHWAY

**FUNDS TRANSFER AGREEMENT**

FHWA Agreement No.: 6982AF-22-K-500014  
CA FLAP INY 10(1) State Line Road  
November 24, 2021

**Agency providing funding:** Inyo County

**Agreement amount:** \$20,000.00

**Period of Performance:** From date of signature below to December 1, 2023

**Agency receiving funding:** Central Federal Lands Highway Division (CFLHD)

This Funds Transfer Agreement (FTA) is to confirm that Inyo County has committed to provide, through electronic funds transfer, \$20,000.00 to CFLHD for State Line Road to meet the matching requirements and all conditions set forth in the Memorandum of Agreement (MOA) dated 11/24/21 and any future modifications to the MOA.

FUNDS TRANSFER SUMMARY					
Phase	Amount	Due	Received	Modification #	Comment
Scoping	\$20,000.00	3/1/2022			
Total:	\$20,000.00				

AGENCY FINANCIAL AND CONTACT INFORMATION		
	Inyo County	Central Federal Lands Highway Division
DUNS #	008909830	126-129-936
Financial Contact Information		
Name	Michael Errante	Suzanne Schmidt
Phone	(760) 878-0201	(720) 963-3356
E-mail	<a href="mailto:merrante@inyocounty.us">merrante@inyocounty.us</a>	Suzanne.schmidt@dot.gov
Address	168 N. Edwards PO Drawer Q Independence, CA 93526	12300 W. Dakota Ave. Lakewood, CO 80228
Project Contact Information		
Name	Michael Errante	Emilio Burgos
Phone	(760) 878-0201	(720) 963-3639
E-mail	<a href="mailto:merrante@inyocounty.us">merrante@inyocounty.us</a>	<a href="mailto:emilio.burgos@dot.gov">emilio.burgos@dot.gov</a>

Regardless of the estimated costs stated in the MOA, Inyo County will provide 11.47% of the total Federal Lands Access Program cost required for the project, or \$20,000.00, whichever is greater, through the construction, closeout, and resolution of any disputes.

CFLHD shall not incur costs which result in matching funds exceeding the maximum cost stated in this Agreement without authorization by the Requesting Agency in the form of written modification to this Agreement.

Jeff Griffiths

Date

Contracting Officer

Date

FEDERAL HIGHWAY ADMINISTRATION  
FEDERAL LANDS HIGHWAY

**FUNDS TRANSFER AGREEMENT**

FHWA Agreement No.: 6982AF-22-K-500014

CA FLAP INY 10(1) State Line Road

November 24, 2021

Chair, Inyo County Board of Supervisors

Central Federal Lands Highway Division

CFLHD requests that these payments be made through the US Treasury's website <https://pay.gov>. Pay.gov can be used to make secure electronic payments to any Federal Government Agencies via credit card or direct debit. Payment shall be submitted referencing the FHWA Agreement Number.

Option 1 (Preferred Method)

Plastic card or Automatic Clearing House  
Payment (ACH Direct Debit)

- Go to Treasury's website – <https://pay.gov>
- Search for Agency Name (Transportation Department)
- Select the appropriate Transportation Agency (Federal Highway Administration)
- Follow the form instructions to make your payment. Note, if making an ACH payment from your bank account, please select ACH Direct Debit as the payment type.

Option 2

Mail check payment to the following address for  
Paper Check Conversion (PCC) processing:

Make Check Payable To:  
DOT FHWA

Mailing Address:  
Enterprise Service Center  
Federal Aviation Administration  
ATTN: AMZ-324/HQ Room 181  
6500 S. MacArthur Blvd.  
Oklahoma City, OK 73169

Notice to customers making payment by check:

- Please notify [cfl.finance@dot.gov](mailto:cfl.finance@dot.gov) if mailing a check.
- When you provide a check as payment you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.
- When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.

Privacy Act- A Privacy Act Statement required by 5 U.S.C. § 552a(e)(3) stating our authority for soliciting and collecting the information from your check, and explaining the purposes and routine uses which will be made of your check information, is available from our internet site at:

[https://www.fiscal.treasury.gov/fsservices/gov/rvnColl/otcNet/rvnColl\\_otcnet.htm](https://www.fiscal.treasury.gov/fsservices/gov/rvnColl/otcNet/rvnColl_otcnet.htm)

or call toll free: at 1-866-945-7920 to obtain a copy by mail. Furnishing the check information is voluntary, but a decision not to do so may require you to make payment by some other method.

**FEDERAL LANDS ACCESS PROGRAM**  
**PROJECT MEMORANDUM OF AGREEMENT**  
**NOVEMBER 24, 2021**

**Project:** CA FLAP INY 10(1) State Line Road

**Limits:** Death Valley Junction to California State Line, Mile 21

**State:** CA

**County:** Inyo County

**Owner of Federal Lands to which the Project Provides Access:** Death Valley National Park/Wilderness, Ash Meadows National Wildlife Refuge

**Entity with Title or Maintenance Responsibility for Facility:** Inyo County

**Type of Work:**

Preliminary Engineering: Scoping

This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this Agreement sets forth the respective responsibilities as the project proceeds through the project development process.

**Parties to this Agreement:** Federal Highway Administration-Central Federal Lands Highway Division (FHWA-CFLHD); Inyo County

The Program Decision Committee approved this project for scoping on: 10/06/2021  
Date

**AGREED:**

\_\_\_\_\_  
Jeff Griffiths  
Chair, Inyo County Board of Supervisors  
Date

\_\_\_\_\_  
Judy Salomonson  
Chief of Business Operations  
FHWA-CFLHD  
Date

**A. PURPOSE OF THIS AGREEMENT**

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental review, design, right-of-way, utilities, acquisition and construction as appropriate for this programmed project, and to ensure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the environmental review process.) Any decision to

**FEDERAL LANDS ACCESS PROGRAM**  
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proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors, such as issues raised during the environmental review process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

**B. AUTHORITY**

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204.

**C. PROJECT BACKGROUND/SCOPE**

**Purpose:** The purpose of this project is to improve access to Death Valley National Park, Ash Meadows National Wildlife Refuge, and Bureau of Land Management lands.

**Scope:** The scope of this project includes reconstruction of 5.21 miles of State Line Road from Death Valley Junction to the State Line, including widening to 28 feet, raising grade, drainage, and safety improvements.

**D. PROJECT BUDGET**

<b>Item</b>	<b>Estimated Cost</b>	<b>Comments</b>
Scoping, Survey, and Pavement Investigation	\$175,000	
<b>Total</b>	<b>\$175,000</b>	

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**E. ROLES AND RESPONSIBILITIES**

<b>Responsible Party</b>	<b>Product/Service/Role</b>	<b>Comments</b>
FHWA-CFLHD	<ul style="list-style-type: none"> <li>Preliminary engineering towards the development of a Scoping Summary and Project Development Plan (PDP)</li> </ul>	
Inyo County	<ul style="list-style-type: none"> <li>Attend reviews and meetings</li> <li>Provide in a timely manner available data as requested by FHWA</li> </ul>	

**F. ROLES AND RESPONSIBILITIES—SCHEDULE**

<b>Responsible Lead</b>	<b>Product/Service/Role</b>	<b>Schedule Finish</b>	<b>Comments</b>
FHWA-CFLHD	Scoping	Fall 2022	Project Delivery Plan Development

**G. FUNDING**

<b>Funding Source</b>	<b>Estimated Funding</b>	<b>Comments</b>
Federal Lands Access Program	\$155,000	
Inyo County	\$20,000	11.47% Match
<b>Total</b>	<b>\$175,000</b>	

If during implementation of the project it is determined that the total project cost exceeds \$175,000, the Central Federal Lands Highway Division, and Inyo County will either mutually agree to reduce the scope of the project, or execute a modification to this agreement to change funding amounts.

**H. MATCHING SHARE REQUIREMENTS**

Inyo County will provide \$20,000 to meet match requirements.

Matching or cost sharing requirements will be satisfied following the obligation of funds to the project as detailed above in Section G.

**I. PROJECT TEAM MEMBERS—POINTS OF CONTACT**

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party's role and responsibility for this agreement.

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**NOVEMBER 24, 2021**

<b>Name/Title</b>	<b>Organization</b>	<b>Phone Number/Email</b>
Michael Errante	Inyo County	(760) 878-0201 merrante@inyocounty.us
Emilio Burgos FHWA Project Manager	FHWA- CFLHD	(720) 963-3639 emilio.burgos@dot.gov

**J. CHANGES/AMENDMENTS/ADDENDUMS**

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

The types of changes requiring agreement of all parties include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; and changes that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in the composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notification to their management in order to avoid project delivery delays.

**K. ISSUE RESOLUTION PROCEDURES MATRIX**

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

<b>FHWA</b>	<b>Inyo County</b>	<b>Time</b>
Emilio Burgos Project Manager	Michael Errante Inyo County Public Works Director	30 days
Wendy Longley Project Management Branch Chief	John Pinckney Inyo County Deputy Public Works Director	60 days
Curtis Scott, Chief of Engineering	Justine Kokx Inyo County Transportation Planner	90 days

**L. TERMINATION**

This agreement may be terminated by a funding party upon 30 calendar days after written notice to the other parties. This agreement may also be terminated if either the environmental review (or other state environmental compliance) process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal Access funds have been expended prior to termination, the funding parties' financial liabilities shall be in the amount of the applicable share

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percentages of the total reasonable costs expended on the project prior to the effective date of termination. Reasonable costs shall include all items/services rendered and the costs of any non-cancelable obligations incurred prior to the effective date of termination.





## United States Department of the Interior

U.S. GEOLOGICAL SURVEY  
Western Ecological Research Center  
San Diego Field Station  
4165 Spruance Road, Suite 200  
San Diego, California 92101

Leslie Chapman  
Inyo County Parks & Recreation  
lchapman@inyocounty.us

9 December 2021

Hello,

Thank you very much for allowing the San Diego Field Station of the USGS Western Ecological Research Center to conduct field studies of Bell's Vireos (*Vireo bellii*) on Inyo County Parks and Recreation property at Millpond Campground in 2021. Our goal in this study was to use population genomic techniques to delineate the range limit between the endangered Least Bell's Vireo (*V. b. pusillus*) and its conspecific geographical neighbor, Arizona Bell's Vireo (*V. b. arizonae*), and to provide taxonomic classification of individuals where the two subspecies meet. We did not collect genetic samples from Bell's Vireos at Millpond Campground. We collected 78 genetic samples for analysis throughout Southern California and Arizona.

We have enjoyed excellent relationships with property owners and look forward to continuing them. We will submit a copy of the final report upon completion. Thank you again for your assistance.

Sincerely,

Barbara E. Kus, Ph.D.  
Research Ecologist, San Diego Field Station