

Agenda



County of Inyo Board of Supervisors

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

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

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

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

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

March 26, 2019

8:30 a.m. 1. PUBLIC COMMENT

CLOSED SESSION

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(d)(2)]** – Significant exposure to potential litigation (*one case*). Facts and circumstances: Threatened state revocation of local primacy delegation agreement.
3. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS [Pursuant to Government Code §54957.6]** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Rick Benson, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

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

10:00 a.m. PLEDGE OF ALLEGIANCE

4. **REPORT ON CLOSED SESSION**
5. **PUBLIC COMMENT**
6. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
7. **PROCLAMATIONS** – Request Board approve: A) a proclamation titled, "Proclamation of the Board of Supervisors, County of Inyo, State of California Recognizing April 2019 as Child Abuse Prevention Month;" and B) a proclamation titled, "Proclamation of the Board of Supervisors, County of Inyo, State of California Recognizing April 2019 as Sexual Assault Awareness Month."
8. **PRESENTATION** – Request Board receive a presentation from Health & Human Services staff on the 20th Anniversary of First 5, highlighting two decades of Proposition 10 activities statewide and locally.

DEPARTMENTAL – PERSONNEL ACTIONS

9. **CHILD SUPPORT SERVICES** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Child Support Officer I/II/III exists in a non-General Fund budget, as certified by the Child Support Services Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications of the position, the vacancy could 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) Child Support Officer I, Range 57 (\$3,363 - \$4,086), Child Support Officer II, Range 60 (\$3,612 - \$4,387), or Child Support Officer III, Range 64 (\$3,964 - \$4,817), depending upon qualifications.
10. **COUNTY ADMINISTRATOR – Personnel** – Request Board approve Amendment No. 1 to the Agreement between the County of Inyo and Richard Benson for personal services as Assistant County Administrator, amending the term of the contract to October 4, 2019 through April 19, 2019, and authorize the Chairperson to sign.
11. **DISTRICT ATTORNEY** – Request Board:
 - A) Amend the Fiscal Year 2018-2019 Victim Witness Budget (Budget 620418) as follows: increase estimated revenue in State Grants (Revenue Code 4498) by \$60,827 and increase appropriation in Salaried Employees (Object Code 5001) by \$19,122, Retirement & Social Security (Object Code 5021) by \$1,477, PERS Retirement (Object Code 5022) by \$2,508, Medical Insurance (Object Code 5031) by \$7,029, Disability Insurance (Object Code 5032) by \$191, Cell Phones (Object Code 5122) by \$1,000, Office & Other Equipment (Object Code 5232) by \$5,000, General Operating (Object Code 5311) by \$20,000, and Travel Expenses (Object Code 5331) by \$4,500 (**4/5ths vote required**);
 - B) Change the authorized strength in the Victim Witness Program by adding one (1) Victim Witness Assistant at Range 54 (\$3,135 - \$3,814), contingent upon acceptance of the Inyo County Victim/Witness Assistance Program Grant from the Governor's Office of Emergency Services (CalOES) for Fiscal Year 2018-2019 and continued grant funding; and
 - C) Find that, consistent with the adopted Authorized Position Review Policy: 1) the availability of funding for one (1) Victim Witness Assistant exists in the non-General Fund Victim Witness budget, as certified by the District Attorney and concurred with by the County Administrator and Auditor-Controller; 2) where internal candidates may meet the qualifications of the position, the vacancy could be filled through an internal recruitment, but an open recruitment is more appropriate to ensure qualified applicants apply; and 3) approve the hiring of one (1) Victim Witness Assistant at Range 54 (\$3,135 - \$3,814), contingent upon acceptance of the Inyo County Victim/Witness Assistance Program Grant from the Governor's Office of Emergency Services (CalOES) for Fiscal Year 2018-2019 and continued grant funding.
12. **PROBATION** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) BPAR Office Technician I exists in the General Fund, as certified by the Chief Probation Officer 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 by an internal recruitment, but an open recruitment is more appropriate to ensure qualified candidates apply; and C) approve the hiring of one (1) BPAR Office Technician I at Range PT55 (\$17.22 - \$20.93/hr.).
13. **SHERIFF** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Correctional Officer exists in the General Fund, as certified by the Sheriff and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates may meet the qualifications of the position, the vacancy could 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) Correctional Officer, Range 64 (\$3,964 - \$4,817).
14. **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 Treasurer-Tax Collector budget, 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 of the position, the vacancy could 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 I-III, Range 55-63 (\$3,213 - \$4,705).

COUNTY ADMINISTRATOR

15. **Motor Pool** – Request Board award a contract to Bishop Ford for the purchase of two (2) 2019 Ford F150 Police Responders and approve a purchase order to Bishop Ford in the amount of \$82,351.40.

DISTRICT ATTORNEY

16. Request Board: A) authorize acceptance of the Inyo County Victim/Witness Assistance Program Grant from the Governor's Office of Emergency Services (CalOES) for Fiscal Year 2018-2019; and B) authorize the District Attorney to sign any documentation to accept and utilize the grant on behalf of the County.

HEALTH & HUMAN SERVICES/COUNTY ADMINISTRATOR – Risk Management

17. Request Board appoint Assistant HHS Director Meaghan McCamman as the HIPAA Privacy Officer for Inyo County for purposes of the federal Health Insurance Portability and Accountability Act, and authorize the HIPAA Privacy Officer to modify and/or develop required processes and procedures necessary to comply with the HIPAA requirements.

HEALTH & HUMAN SERVICES

18. Request Board approve the agreement between the signatory counties of the California Governors' Office of Emergency Services Mutual Aid Region VI – including the counties of Imperial, Inyo, Mono, Riverside, San Bernardino, and San Diego – to provide mutual assistance during a medical and health emergency, disaster, or catastrophic event, and authorize the Chairperson to sign.

PUBLIC WORKS

19. Request Board: A) award the contract for the Jail Water Heater Re-Pipe Project to Mesa Energy Systems, Inc. of Bakersfield, CA; B) approve the construction contract between the County of Inyo and Mesa Energy Systems, Inc. of Bakersfield, CA in the amount of \$139,800, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.
20. Request Board approve Resolution No. 2019-11, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Whitney Portal Road and Horseshoe Meadows Road Permanent Restoration Project," and authorize the Chairperson to sign.
21. **Road Department** – Request Board: A) declare Granite Construction of Bakersfield, CA the successful bidder for 3,000 Tons of Plant (Cold) Mix Asphalt per Bid No. 2019-02; and B) authorize the purchase of 3,000 tons of cold mix asphalt from Granite Construction of Bakersfield, CA in an amount not to exceed \$429,562.50.
22. **Road Department** – Request Board: A) declare Granite Construction of Bakersfield, CA the successful bidder for 1,000 Tons of Plant (Cold) Mix Asphalt per Bid No. 2019-03; and B) authorize the purchase of 1,000 tons of cold mix asphalt from Granite Construction of Bakersfield, CA in an amount not to exceed \$135,447.50.

SHERIFF

23. Request Board: A) declare Axon Enterprise, Inc. of Scottsdale, AZ a sole-source provider of body-worn cameras and associated accessories; B) approve the purchase of twenty-five (25) Axon body-worn cameras, charging bays, mounts, cables, cloud storage, software licensing, and Taser Assurance Plan; and C) approve the contract between the County of Inyo and Axon Enterprise, Inc. of Scottsdale, AZ in an amount not to exceed \$93,687.30 for the term of March 26, 2019 through March 26, 2024 and authorize the Sheriff or designee to sign, contingent upon the Board's approval of future budgets.

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

24. **PLANNING** – Request Board accept and provide comments on the draft Inyo County 2018 General Plan Annual Progress Report (APR) and direct staff to forward the APR with any modifications to the State of California's Department of Housing and Community Development and Governor's Office of Planning and Research.
25. **PROBATION** – Request Board: A) appoint the Chief Probation Officer and the Sheriff as Co-County Correctional Administrators; B) review, provide input, and direct any changes to the rules, regulations, and administrative policy for the Probation Department's electronic monitoring program; and C) approve the Probation Department's electronic monitoring program as modified.
26. **SHERIFF** – Request Board approve an extension of the Memorandum of Understanding between the Sheriff's Department and the Bishop Unified School District for the "After School Shelter Dog Project," to provide Palisades Glacier High School students an after-school elective training dogs residing at the Inyo County Animal Shelter throughout school years 2019-2024 (five-year term).
27. **WATER DEPARTMENT** – Request Board:
- A) Approve Resolution No. 2019-12, authorizing the Water Director to sign a grant agreement between Inyo County and the Division of Boating and Waterways, accepting up to \$110,000 to fund the engineering, design, and permits for the launch and take-out facilities for the Owens River Water Trail;
 - B) Amend the Fiscal Year 2018-2019 Water Department budget (Budget 024102) as follows: increasing revenue in State Grants (Revenue Code 4498) by \$110,000 and increasing appropriation in Professional Services (Object Code 5265) by \$110,000 (***4/5ths vote required***); and
 - C) Direct the County to not undertake any expenditures for which it will need or expect to be reimbursed from grant funds, or otherwise seek any disbursement of grant funds before the completion of the environmental review process and the issuance of all permits required for the project and the Board of Supervisors authorizes proceeding with the project, unless such disbursement is approved in advance by the Board.
28. **COUNTY ADMINISTRATOR – Recycling & Waste Management** – Request Board:
- A) Approve Resolution No. 2019-13, titled, "A Resolution of the Inyo County Board of Supervisors Authorizing and Approving an Inyo County Treasury Loan to the Inyo County Recycling/Waste Management Department;"
 - B) Authorize the Chairperson to sign the Loan Agreement and Promissory Note;
 - C) Declare Quinn Company of Bakersfield, CA a sole-source provider of Caterpillar landfill compactors and authorize the purchase of a Caterpillar Model 816K Landfill Compactor from Quinn Company of Bakersfield, CA in an amount not to exceed \$490,099; and
 - D) Authorize the Assistant County Administrator to sign all other documents relevant to the purchase of the compactor.
29. **COUNTY ADMINISTRATOR – Emergency Services** – Request Board amend the Fiscal Year 2018-2019 Inyo County Budget as follows: create a new budget titled "DWR-Statewide Flood ER Grant (Budget 610389)"; increase estimated revenue in State Grants (Revenue Code 4498) by \$40,000, and increase appropriations in Office & Other Equipment < \$5000 (Object Code 5232) by \$12,900, Equipment (Object Code 5650) by \$25,200, and Internal Charges (Object Code 5121) by \$1,900 (***4/5ths vote required***).
30. **COUNTY ADMINISTRATOR** – Request Board: A) designate a primary and alternate representative to serve as a liaison between the County and Sierra CAMP (the Sierra Climate Adaptation and Mitigation Partnership); and B) authorize those designated representatives to sign a Sierra CAMP Membership Agreement on behalf of the County.

TIMED ITEMS (Items will not be considered before scheduled time but may be considered any time after the scheduled time)

1 p.m. 31. **HEALTH & HUMAN SERVICES – Workshop** – Request Board conduct a workshop with Inyo County Health and Human Services Tobacco Control Program staff to provide direction to staff regarding the development of a regional policy aimed at reducing use of tobacco products among youth.

1:30 p.m. 32. **ENVIRONMENTAL HEALTH – Workshop** – Request Board conduct a workshop to discuss and provide direction to staff regarding the State Water Board’s intention to initiate a local primacy revocation action, transferring regulation of the small water system program from the County to the State.

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

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

PUBLIC COMMENT

BOARD MEMBER AND STAFF REPORTS



7

**PROCLAMATION OF THE BOARD
OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA
RECOGNIZING APRIL 2019 AS CHILD ABUSE PREVENTION MONTH**

WHEREAS, children are vital to our community's future success and quality of life in addition to being our most vulnerable assets; and

WHEREAS, all children deserve to have the safe, stable, nurturing homes and communities necessary for healthy growth and development; and

WHEREAS, preventing child abuse and neglect is a community responsibility affecting both the current and future quality of life of a community; and

WHEREAS, child maltreatment can occur when people find themselves in stressful situations, without community resources, and don't know how to cope; and

WHEREAS, communities that provide parents with the social support, knowledge of parenting and child development, and concrete resources they need to cope with stress and nurture their children, can help ensure all children grow to their full potential; and

WHEREAS, child abuse and neglect can be reduced in Inyo County by making sure families have the support they need in raising their children in a safe, nurturing environment; and

WHEREAS, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community; and

WHEREAS, Wild Iris has set an important example of how forging collaborative relationships among service agencies and organizations serves to improve the quality of service for those profoundly and directly affected by child abuse, thus providing a model for how the rest of the community might work together to speak out and find solutions to end child abuse; and

WHEREAS, Wild Iris requests public support and assistance as it continues its effort to bring real hope for ending child abuse in Inyo County and creating a future where all children can live free from abuse.

NOW THEREFORE, in recognition of the important work done by Wild Iris and all victims' service providers, the Inyo County Board of Supervisors hereby proclaims April 2019 as Child Abuse Prevention Month in Inyo County.

PASSED AND PROCLAIMED this 26th day of March 2019.

Attest: **CLINT G. QUILTER**
Clerk of the Board

Chairperson, Inyo County Board of Supervisors

by: _____
Assistant Clerk of the Board



#7

**PROCLAMATION OF THE BOARD
OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA
RECOGNIZING APRIL 2019 AS SEXUAL ASSAULT AWARENESS MONTH**

WHEREAS, rape, sexual assault, and sexual harassment harm our community, and statistics show that 1 in 6 women and 1 in 33 men will experience attempted or completed rape during their lifetime; and

WHEREAS, child sexual abuse prevention must be a priority to confront the reality that 1 in 5 girls and 1 in 20 boys will experience a sexual assault before age 18; and

WHEREAS, young people experience heightened rates of sexual violence, and youth ages 12-17 are 2.3 times more likely to be victims of rape or sexual assault;

WHEREAS, on campus, 1 in 5 women and 1 in 16 men are sexually assaulted during their time in college; and

WHEREAS, survivors should have help to find the compassion, comfort, and healing they need, and sexual abusers should be punished to the full extent of the law; and

WHEREAS, survivors of violence should have access to medical and legal services, counseling, transitional housing, and other supportive services so that they can heal from the abuse; and

WHEREAS, it is important to recognize the compassion and dedication of the individuals who provide services to victims of sexual assault and work to increase public understanding of this significant problem; and

WHEREAS, we must work together to educate our community about sexual violence prevention, supporting survivors, and speaking out against harmful attitudes and actions; and

WHEREAS, prevention is possible through education, awareness, and community involvement; and

WHEREAS, it is time for all residents of Inyo County to take action to create a safer environment for all and make ending sexual assault a priority; and

WHEREAS, Wild Iris requests all residents of Inyo County pledge to join advocates and communities across the country in taking action to prevent sexual violence.

NOW THEREFORE, in recognition of the important work done by Wild Iris and all victims' service providers, the Inyo County Board of Supervisors hereby proclaims April 2019 as Sexual Assault Awareness Month in Inyo County.

PASSED AND PROCLAIMED this 26th day of March 2019.

Attest: **CLINT G. QUILTER**
Clerk of the Board

Chairperson, Inyo County Board of Supervisors

by: _____
Assistant Clerk of the Board



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

8

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

FROM: HEALTH & HUMAN SERVICES – First 5

FOR THE BOARD MEETING OF: March 26, 2019

SUBJECT: First 5 20th Anniversary Presentation: Our Kids, Our Future

DEPARTMENTAL RECOMMENDATION:

Request Board receive a presentation regarding the 20th Anniversary of First 5, highlighting 20 years of Proposition 10 activities statewide and locally.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

In November 1998, California voters passed Proposition 10, the "Children and Families Act of 1998" initiative, which then became effective on January 1, 1999. The act levies a tax on cigarettes and other tobacco products in order to provide funding for early childhood development programs. The Inyo County Children and Families Commission was created in 1999 by the Inyo County Board of Supervisors, according to provisions of the Children and Families Act, to carry out the work of Proposition 10 in the county. Now known as First 5, we are celebrating twenty years of innovations for kids.

First 5 believes all young children deserve to be healthy, happy, and ready to learn. Californians do too – that's why votes passed Proposition 10 and created First 5 two decades ago. First 5 innovates locally, then brings successful projects to scale. Across the state, every year we touch the lives of more than a million kids, plus their families and caregivers.

In this 20th Anniversary presentation, we will highlight successes locally and across the state from the past twenty years, and also discuss how our youngest children still have needs that are being unmet. Our vision is that one day, Inyo County's success will be measured by the wellbeing of its youngest children.

ALTERNATIVES:

Your board could choose not to hear from First 5 Inyo County.

OTHER AGENCY INVOLVEMENT:

First 5 Association

FINANCING:

APPROVALS	
COUNTY COUNSEL:	NA
AUDITOR/CONTROLLER:	NA
PERSONNEL DIRECTOR:	NA
BUDGET OFFICER:	NA

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

Date: _____



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use
Only:

AGENDA NUMBER

9

FROM: Eastern Sierra Department of Child Support Services

FOR THE BOARD MEETING OF: March 26, 2019

SUBJECT: Hiring of one Child Support Officer I/II/III depending upon qualifications.

DEPARTMENTAL RECOMMENDATIONS:

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

- A) the availability of funding for the requested position comes from the Child Support Department, a non-general fund department - as certified by the Child Support Director, and concurred with by the County Administrator and the Auditor-Controller;
- B) the position could possibly be filled through an internal recruitment; however, an open recruitment would be more appropriate to ensure all qualified applicants apply; and
- C) approve the hiring of one Child Support officer I/II/III: Range 57 (\$3,363- \$4,086)/ Range 60 (\$3,612- \$4,387) or Range 64 (\$3,964 - \$4817) depending upon qualifications.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Our Department has current authorized strength of four (4) caseworkers and one (1) caseworker supervisor. We are seeking to fill the vacant caseworker position to assist in conveying casework managed by our agency. To train a new caseworker requires a minimum of 2-3 months intensive training. We may likely face a retirement in the coming future of another caseworker. Given this, it is best to have longevity and succession planning in place to ensure we have sufficient workforce to cover the needs of our agency.

It is recommended that your Board authorize the recruitment of this position.

ALTERNATIVES:

Your Board could decline this request. This is not recommended, however, as the Child Support agency needs caseworker staff to complete federal and state mandated casework.

OTHER AGENCY INVOLVEMENT:

Merit Systems Services; Personnel; County Administrative Officer.

FINANCING:

The funding for any position(s) referenced in this reorganization agenda item will be provided through the Child Support Agency Budget 022501 and funding for this position is provided for contingent upon the adoption of the 2019/2020 Board approved budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u>[Signature]</u> Date <u>3/13/2019</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>[Signature]</u> Date <u>3/13/19</u>

DEPARTMENT HEAD SIGNATURE: [Signature] Date: 3-15-19
(Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 10

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

FROM: County Administrator - Personnel

FOR THE BOARD MEETING OF : March 26, 2019

SUBJECT: AMENDMENT TO PERSONAL SERVICES CONTRACT

DEPARTMENTAL RECOMMENDATION:

Request Board approve Amendment Number 1 to the Agreement between County of Inyo and Richard Benson for personal services as Assistant County Administrator , amending the term of the contract to October 4, 2019 through April 19, 2019, and authorize the County Administrator to sign.

SUMMARY DISCUSSION:

It is necessary to amend the term of the contract so Mr. Benson and remain on staff to provide for a smooth transition as the new Assistant County Administrator comes on board.

ALTERNATIVES:



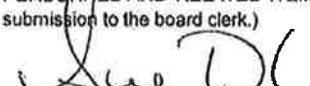
Your Board could choose to not approve this amendment.



OTHER AGENCY INVOLVEMENT:

County Counsel
 Personnel

FINANCING:

There are no additional costs associated with this amendment.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>3/20/19</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>3/20/2019</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>3/20/19</u>

DEPARTMENT HEAD SIGNATURE:  Date: 3/20/19
 (Not to be signed until all approvals are received)
 by 

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
Richard Benson
FOR THE PROVISION OF PERSONAL SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Richard Benson, of Bakersfield, California (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Personal Services dated October 16, 2019, on County of Inyo Standard Contract No. 208 for the term from October 4, 2019 to March 31, 2019.

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:

3. TERM: The term of this Agreement shall be from October 4, 2019 until April 19, 2019.

The effective date of this Amendment to the Agreement is March 26, 2019.

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

AMENDMENT NUMBER _____ TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND

FOR THE PROVISION OF PERSONAL SERVICES

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

COUNTY OF INYO

By: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:



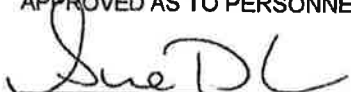
County Counsel

APPROVED AS TO ACCOUNTING FORM:



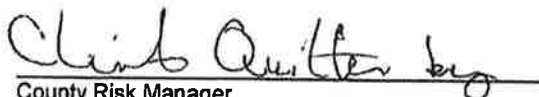
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

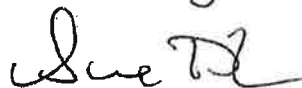


Personnel Services

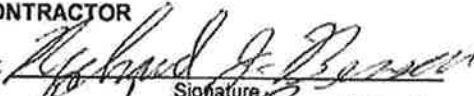
APPROVED AS TO RISK ASSESSMENT:



County Risk Manager



CONTRACTOR

By: 

Signature
Richard Benson

Print or Type Name

Dated: 3/20/19



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

11

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

FROM: Thomas L. Hardy, District Attorney

FOR THE BOARD MEETING OF: March 26, 2019

SUBJECT: Request for Budget Amendment to Victim Witness Grant and change in Authorized Staffing

DEPARTMENTAL RECOMMENDATION:

Request Board:

- 1) Amend the Fiscal Year 2018-2019 Victim Witness Budget (620418) as follows: increase State Grants (4498) by \$60,827 and increase appropriation in Salaried Employees (5001) by \$19,122; increase Retirement & Social Security (5021) by \$1,477; increase PERS Retirement (5022) by \$2,508; increase Medical Insurance (5031) by \$7,029; increase Disability Insurance (5032) by \$191; increase Cell Phones (5122) by \$1,000; increase Office & Other Equipment (5232) by \$5,000; increase General Operating (5311) by \$20,000; and increase Travel Expenses (5331) by \$4,500 (*4/5ths vote required*).
- 2) Change the Authorized Strength in the Victim Witness program by adding (1) Victim Witness Assistant at Range 54 (\$3,135 - \$3,814), contingent upon continued grant funding;
- 3) Find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for (1) Victim Witness Assistant exists in the Non-General Fund Victim Witness Budget, as certified by the Department Head 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 candidates apply; and C) approve the hiring of (1) Victim Witness Assistant at Range 54 (\$3,135-\$3,814), contingent upon continued grant funding.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The California Office of Emergency Services (CalOES) has created a Mass Victimization Advocacy (MVA) program to assist victims suffering losses in mass casualty-type incidents. The Inyo County District Attorney has received an additional \$88,434 to fund an additional full-time Victim Witness Assistant to serve as a Mass Victimization specialist. The new position will also be authorized to perform traditional victim witness services. This will ease the workload on our single Victim Witness Coordinator and allow for more uniform coverage when our current Victim Witness Coordinator is attending training, ill, or on vacation.

The Victim Witness Assistance Program augments the services provided by the Office of the District Attorney including crisis intervention, emergency assistance, resource assistance, follow-up counseling, victim compensation, property return, orientation to the criminal justice system, court escort and support, presentation to criminal justice, victim service providers and the media, case status reports, notification of family and friends, employer notification, restitution assistance, creditor intervention, child care assistance, witness notification, funeral arrangements assistance, crime prevention information, temporary restraining order assistance, transportation, and court waiting area. Services are provided to victims of all types of crime upon request. The

goal of the Victim Witness Assistance Program is to help victims of crime proceed through the criminal justice system and their victimization with a sense of understanding and participation in the process with a resulting empowerment to become a survivor; no longer a victim. The Mass Victimization Advocate will enhance those services should Inyo County be faced with an event creating mass casualties, whether caused by criminal agency, accident, or natural disaster.

This position will be entirely grant funded and will have no impact on general fund expenditures. It is anticipated that the funding will continue for up to three years; however should funding terminate earlier, the position would as well.

ALTERNATIVES:

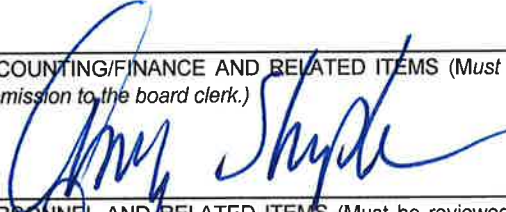
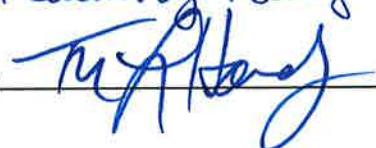
Not use approved grant funding and continue with the current level of victim witness services.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

The additional revenue will be appropriated in the Victim Witness Budget #620418. The new position will be allocated out of this budget unit. Once the funds are terminated, the position would also terminate, as this is a grant funded position. The District Attorney received Notification of Application Approval from the Governor's Office of Emergency Services on March 4, 2019. It is scheduled to go before your Board for acceptance of this grant on March 26, 2019. This Grant will fully fund this position.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <input checked="" type="checkbox"/> Date <u>3/20/19</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: <input checked="" type="checkbox"/> Date <u>3/20/19</u>
Budget Officer:	Clint Cutler by Nancy <input checked="" type="checkbox"/> <u>3/19/19</u>
DEPARTMENT HEAD SIGNATURE:	 (Not to be signed until all approvals are received) Date: <u>3/19/19</u>



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

12

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

FROM: Probation Department

FOR THE BOARD MEETING OF: March 26, 2019

SUBJECT: Authorize the replacement hiring of one BPAR Office Technician I

DEPARTMENTAL RECOMMENDATION: Request your Board find that consistent with the Authorized Position Review Policy:

- A) The availability of funding for the requested position comes from the General Fund, as verified by the Chief Probation Officer and concurred by the County Administrator and Auditor-Controller; and
- B) Where internal candidates may meet the qualifications for the position and the position could possibly be filled by an internal recruitment, an open recruitment is more appropriate to ensure the position is filled with the most qualified applicant; and,
- C) Approve the open recruitment and hire of one (1) BPAR Office Technician I at Range PT55 (\$17.22-\$20.93)

CAO RECOMMENDATION:

SUMMARY DISCUSSION: The Probation Department would like to hire one (1) BPAR Office Technician I. This position is to fill a recent vacancy in the department. This position is important to the department operations and completes all Victim Restitution tasks as well as many administrative duties for the department.

ALTERNATIVES: The Board could direct the Probation Department to continue without filling the vacant position.

OTHER AGENCY INVOLVEMENT:



Personnel, Auditors

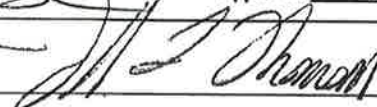
FINANCING: This is authorized/budgeted position in the Probation/General budget 023000.

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.) <div style="display: flex; justify-content: space-between;"> N/A Approved: _____ Date _____ </div>
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Agenda Request
Page 2

AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date: <u>3/20/2019</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date: <u>3/20/19</u>

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 3/20/19

Attachment:



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only
AGENDA NUMBER

13

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: March 26, 2019

SUBJECT: Request to fill (1) one Correctional Officer position

DEPARTMENTAL RECOMMENDATION:

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

- A. The availability of funding for the requested position comes from the General Fund, as certified by the Sheriff, and concurred by the County Administrator and the Auditor-Controller; and
- B. Where internal candidates may meet the qualifications for the position and the position could possibly be filled by an internal recruitment, but an open recruitment is more appropriate to ensure the position is filled with the most qualified applicant; and
- C. Approve the hiring for (1) Correctional Officer at Range 64 (\$3,964-\$4,817)

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Due to a separation effective March 26th, the Sheriff's Office will have (1) one Correctional Officer position unfilled. The Sheriff's Office is currently recruiting to fill this vacancy. The hiring of this Correctional Officer position falls within the Sheriff's current authorized strength.

ALTERNATIVES:

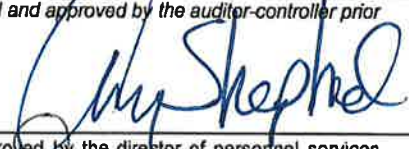
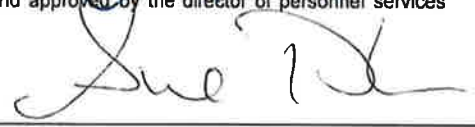
The Board could choose not to fill this vacancy. This would result in reduced security in the Jail for existing staff and inmates. It would also result in increased overtime costs and shift coverage deficits, negatively impacting existing staff.

OTHER AGENCY INVOLVEMENT:

Personnel Department
Auditor's office

FINANCING:

The Correctional Officer position is currently budgeted in the Board approved 2018-2019 Jail General budget (022900).

APPROVALS	
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.) Approved: ✓ Date 3/7/19 
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 3/6/19 

DEPARTMENT HEAD SIGNATURE:  Date: 3/12/19
(Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

14

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

FROM: Treasurer-Tax Collector

FOR THE BOARD MEETING: March 26, 2019

SUBJECT: Approve the recruitment of one Office Technician I-III for the Treasurer-Tax Collector department.

DEPARTMENTAL RECOMMENDATION:

Request Board find that consistent with the adopted Authorized Position Review Policy;

- a. Available funding exists for one Office Technician exists in the Treasurer-Tax Collector budget, as certified by the Treasurer-Tax Collector and concurred with by the County Administrator and Auditor-Controller; and
- b. Where internal candidates may meet the qualifications for the position of Office Technician, the vacancy could possibly be filled by internal candidates, however an open recruitment would be more appropriate to ensure qualified candidates apply; and
- c. Approve the hiring of one (1) Office Technician I-III, Range 55-63 (3,213-\$4,705)

SUMMARY DISCUSSION:

This office technician III position was vacated on March 21st. This is a full-time permanent position within the department. This position was responsible for the daily treasury activities and the immediate consequence of this vacancy is the redistribution of the work assignments as the treasury must be operated and reconciled daily resulting in the tax billing, collections and enforcement duties of the office will be relegated to an "as available" status. I am requesting approval to begin the recruitment process to fill this position.

ALTERNATIVES:

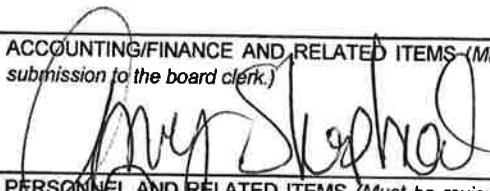
Your Board could choose not to approve the change in authorized staffing for the Treasurer-Tax Collector department. This is not recommended as it would result in a negative impact to the daily operations of the department.

OTHER AGENCY INVOLVEMENT:

Personnel

FINANCING:

The funding for this position is included in the approved 2018-2019 annual budget. This is a general fund department.

APPROVALS	
BUDGET OFFICER: N/A	BUDGET AMENDMENTS <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____
COUNTY COUNSEL: N/A	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i> Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i>  Approved: <input checked="" type="checkbox"/> Date <u>3/28/19</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i>  Approved: <input checked="" type="checkbox"/> Date <u>3/20/19</u>

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



Date: 3/20/19

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



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
 15

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

FROM: Motor Pool

FOR THE BOARD MEETING OF: March 26, 2019

SUBJECT: Purchase of FY 2018-2019 Motor Pool Vehicles

DEPARTMENTAL RECOMMENDATION: Request your Board award a contract to Bishop Ford for the purchase of (2) Two 2019 Ford F150 Police Responders and approve a purchase order in the amount of \$ 82,351.40.

SUMMARY DISCUSSION: Motor Pool utilized the formal bid process for the purchase of two 2019 Police Responder Truck Vehicles. Two dealerships responded and Bishop Ford provided the lowest bid. The bid amount is consistent with the budgeted replacement cost. Since these will be used as Sheriff's patrol vehicles Motor Pool intends to purchase the vehicles rather than utilize the Enterprise contract.

The Motor Pool Vehicle Replacement Schedule projected an expenditure of \$282,000 for the purchase of 6 vehicles in fiscal year 2018-2019; however, with this order we will be purchasing two new cars. These new vehicles proposed for purchase will replace patrol units that have met the Motor Pool Replacement Criteria (that being age, high mileage, excessive costs from repairs, and/or dependability) and are needed by the Sheriff's department.

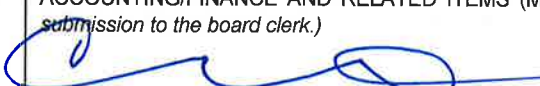
It is expected that the vehicles being taken out of service will be sold at auction.

Two bids were received: Bishop Ford \$82,351.40 and Towne Ford of Redwood City, CA \$79,261.16. After the application of the County's local preference policy, however, the Bishop Ford bid takes precedence. This price is for the purchase of the vehicles only. Specialized equipping will be bid separately.

ALTERNATIVES: Your Board could choose not to purchase some or all of these vehicles at this time. However, staff recommends making the purchase as these vehicles meet or exceed the Motor Pool Replacement Policy criteria.

FINANCING: The vehicles recommended for purchase have been included in the 2018-2019 Motor Pool Budget 200100, Object Code 5655.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>3/12/2019</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE: Richard J. Benson Date: 3/12/19
 (Not to be signed until all approvals are received)



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

116

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

FROM: Thomas L. Hardy, District Attorney

FOR THE BOARD MEETING OF: March 26, 2019

SUBJECT: Governor's Office of Emergency Services (CalOES) – Victim/Witness Assistance Program Grant acceptance.

DEPARTMENTAL RECOMMENDATION:

- A) Request Board Authorize acceptance of the Inyo County Victim/Witness Assistance Program (VW 18 27 0140) Grant from the Governor's Office of Emergency Services (CalOES) for Fiscal Year 2018-2019.
- B) Authorize District Attorney, Thomas L. Hardy to sign any documentation to accept and utilize the grant on behalf of the County.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This is the (27th) twenty-seventh consecutive year we have applied for and been offered this grant.

Originally we anticipated the grant amount to be \$147,518. However, after the county's budgeting process, CalOES informed us that Inyo County would receive additional grants funds for FY 18/19. The awarded grant total is \$292,112 for the grant period of October 1, 2018 through September 30, 2019, and all changes will be included in the FY 18/19 Third Quarter Budget Review Process. The Victim/Witness Assistance Program augments the services provided by the Office of the District Attorney including crisis intervention, emergency assistance, resource assistance, follow-up counseling, victim compensation, property return, orientation to the criminal justice system, court escort and support, presentation to criminal justice, victim service providers and the media, case status reports, notification of family and friends, employer notification, restitution assistance, creditor intervention, child care assistance, witness notification, funeral arrangement assistance, crime prevention information, temporary restraining order assistance, transportation, and court waiting area.

Included this year, CalOES has approved an additional \$88,434 for the hiring of an additional Victim Advocate who will specialize in Mass Victim Advocacy. While the new advocate position will still be engaged in "traditional" victim services, it will dramatically increase our capacity to deal with the challenges presented by mass victimization incidents. The new position would also be available to assist in non-criminal mass casualty incidents.

Service is provided to victims of all types of crime upon request, not only crimes prosecuted by the District Attorney. Contact is made in person, by letter, telephone and by field visits. The goal of the Victim/Witness Assistance Program is to help victims of crime proceed through the criminal justice system and their victimization with a sense of understanding and participation in the process with a resulting empowerment to become a survivor; no longer a victim.

We respectfully request your consideration of acceptance of this grant, which funds the Victim/Witness Coordinator's salary and benefits at 100%, and if approved, the additional Victim Advocate's salary and benefits at 100%. Further, we are able to fund approximately 30% of the Assistant to the District Attorney and 10% of the District Attorney Legal Secretary III salaries and benefits to save the general fund.

ALTERNATIVES:

Without your Board's acceptance of the grant the project would be terminated.

OTHER AGENCY INVOLVEMENT:

Inyo Sheriff's Department, Inyo Child and Adult Protective Services, Inyo County Probation Department, Bishop Police Department, California Highway Patrol, and Wild Iris Women's Services.

FINANCING:

Grant amount is \$292,112. Budget Number 620418. The County expends funds and then a claim is made to the State for reimbursement quarterly. All changes will be incorporated into the FY 18/19 Third Quarter Budget Review.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>3/5/19</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>[Signature]</u> Date <u>3/8/19</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: 3/11/2019
(Not to be signed until all approvals are received)



February 26, 2019

Thomas L. Hardy, Inyo County District Attorney
Inyo County
P.O. Box Drawer D
Independence, CA 93526

RECEIVED
MAR 04 2019
Inyo County District Attorney
Independence

Subject: **NOTIFICATION OF APPLICATION APPROVAL**
Victim/Witness Assistance Program
Subaward #: VW18 27 0140, Cal OES ID: 027-00000

Dear Mr. Hardy:

Congratulations! The California Governor's Office of Emergency Services (Cal OES) has approved your application in the amount of \$292,112, subject to Budget approval. A copy of your approved subaward is enclosed for your records.

Cal OES will make every effort to process payment requests within 45 days of receipt.

This subaward is subject to the Cal OES Subrecipient Handbook. You are encouraged to read and familiarize yourself with the Cal OES Subrecipient Handbook, which can be viewed on Cal OES website at www.caloes.ca.gov.

Any funds received in excess of current needs, approved amounts, or those found owed as a result of a close-out or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal OES.

Should you have questions on your subaward please contact your Program Specialist.

VSPS Grants Processing

Enclosure

c: Subrecipient's file

CAIT
SM
NK

(Cal OES Use Only)				
Cal OES#	027-00000-16	FIPS#	027-00000	VS #
Subaward #	VW18 27 0140			

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES), makes a Grant Subaward of funds set forth to the following:

1. **Subrecipient:** County of Inyo 1a. DUNS#: 010706687

2. **Implementing Agency:** Inyo County District Attorney 2a. DUNS#: 010706687

3. **Implementing Agency Address:** Post Office Drawer D Independence 93526-0604
Street City Zip+4

4. **Location of Project:** Independence Inyo 93526-0604
City County Zip+4

5. **Disaster/Program Title:** Victim Witness Assistance Program 6. Performance Period: 10/1/18 to 9/30/19

7. **Indirect Cost Rate:** N/A; 10% de minimis; Federally Approved ICR _____ %

Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Project Cost
2017	8. VOCA		\$ 168,932		\$ 4,757		\$ 4,757	\$ 173,689
2018	9. VOCA		\$ 104,731		\$ 5,237		\$ 5,237	\$ 109,968
2017-2018	10. VWA0	\$ 18,449					\$ 0	\$ 18,449
Select	11. Select						\$ 0	\$ 0
Select	12. Select						\$ 0	\$ 0
	TOTALS	\$ 18,449	\$ 273,663	\$ 292,112	\$ 9,994	\$ 0	\$ 9,994	12. G Total Project Cost: \$ 302,106

13. **Certification** - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. **CA Public Records Act** - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. **Official Authorized to Sign for Subrecipient:** Thomas L. Hardy 16. Federal Employer ID Number: 956005445

Name: Thomas L. Hardy Title: Inyo County District Attorney

Telephone: 760 878-0282 FAX: 760 878-2383 Email: thardy@inyocounty.us
(area code) (area code)

Payment Mailing Address: Post Office Drawer D City: Independence Zip+4: 93526-0604

Signature: [Signature] Date: 10-9-18

(FOR Cal OES USE ONLY)

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

Mary Buckner 2/21/19 [Signature] 2-21-19
 Cal OES Fiscal Officer Date Cal OES Director (or designee) Date

Yr: 2018-19 / Chapter: 29/
 Item: 0690-102-0890
 FAIN #: 2017-VA-GX-0084
 Federal Award Dates: 10/01/2016 - 09/30/2020
 Fund: Federal Trust
 Program: **Victim/Witness Assistance Program**
 Match Req.: 20%, C/IK based on TPC-Match met by VWA Funds/Partial Match Waiver
 Project No.: 17VOCA Amount: \$ **168,932**

Yr: 2018-19 / Chapter: 29/
 Item: 0690-101-0903
 FAIN #: N/A
 Federal Award Dates: N/A
 Fund: State Penalty Fund
 Program: **Victim/Witness Assistance Program**
 Match Req.: None
 Project No.: 18VWAO Amount: \$ **18,449**

RECEIVED
OCT 16 2018
CAL OES
GRANTS MANAGEMENT
666929

Yr: 2018-19 / Chapter: 29/
 Item: 0690-102-0890
 FAIN #: 2018-V2-GX-0029
 Federal Award Dates: 10/01/2017 - 09/30/2021
 Fund: Federal Trust
 Program: **Victim/Witness Assistance Program**
 Match Req.: 20%, C/IK based on TPC-Partial Match Waiver
 Project No.: 18VOCA Amount: \$ **104,731**

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUPPLEMENTAL GRANT SUBAWARD INFORMATION**

1. Cal OES Contact Information Section:

Governor's Office of Emergency Services
 Mark S. Ghilarducci, Director
 3650 Schriever Avenue
 Mather, CA 95655
 (916) 845-8506 phone • (916) 845-8511 fax

2. Federal Awarding Agency Section:

Fund Year	Federal Program Fund / CFDA #	Federal Awarding Agency	Total Federal Award Amount	Total Local Assistance Amount
2018	Victims of Crime Act (VOCA) / 16.575	Office for Victims of Crime	\$396,642,274	\$380,776,583
2017	Victims of Crime Act (VOCA) / 16.575	Office for Victims of Crime	\$218,943,281	\$210,185,550
Choose an item.	Choose an item.	Choose an item.	\$	\$
Choose an item.	Choose an item.	Choose an item.	\$	\$
Choose an item.	Choose an item.	Choose an item.	\$	\$

3. Project Description Section:

- Project Acronym (Please choose from drop down):
Victim/Witness Assistance Program (VW)
- Project Description (Please type the Project Description):
Provides funding for comprehensive services to assist victims/witnesses of all types of violent crime pursuant to California Penal Code §13835 in each of California's 58 counties.

4. Research & Development Section:

- Is this Subaward a Research & Development grant? Yes No

CAT

PROJECT CONTACT INFORMATION

Subrecipient: County of Inyo

Subaward #: VW18 27 0140

Provide the name, title, address, telephone number, and e-mail address for the project contacts named below. **NOTE: If you use a PO Box address, a street address is also required for package delivery and site visit purposes.**

1. The **Project Director** for the project:

Name: Thomas L. Hardy Title: Inyo County District Attorney

Telephone #: 760 878-0282 Fax#: 760 878-2383 Email Address: thardy@inyocounty.us

Address/City/Zip: Post Office Drawer D (168 North Edwards Street), Independence, California 93526

2. The **Financial Officer** for the project:

Name: Amy Shepherd Title: Inyo County Auditor

Telephone #: 760 878-0343 Fax#: 760 878-0391 Email Address: ashepherd@inyocounty.us

Address/City/Zip: Post Office Drawer R (168 North Edwards Street), Independence, California 93526

3. The **person** having **Routine Programmatic** responsibility for the project:

Name: Dianna Dominguez Title: Victim Witness Project Coordinator

Telephone #: 760 878-0282 Fax#: 760 878-2383 Email Address: ddominguez@inyocounty.us

Address/City/Zip: Post Office Drawer D (168 North Edwards Street), Independence, California 93526

4. The **person** having **Routine Fiscal Responsibility** for the project:

Name: Maureen McVicker Title: Administrative Assistant

Telephone #: 760 878-0282 Fax#: 760 878-2383 Email Address: mmcvicker@inyocounty.us

Address/City/Zip: Post Office Drawer D (168 North Edwards Street), Independence, California 93526

5. The **Executive Director** of a Community Based Organization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:

Name: Thomas L. Hardy Title: Inyo County District Attorney

Telephone #: 760 878-0282 Fax#: 760 878-2383 Email Address: thardy@inyocounty.us

Address/City/Zip: Post Office Drawer D (168 North Edwards Street), Independence, California 93526

6. The **Official Designated** by the Governing Board to enter into the Grant Subaward for the City/County or Community-Based Organization, as stated in Section 15 of the Grant Subaward Face Sheet:

Name: Thomas L. Hardy Title: Inyo County District Attorney

Telephone #: 760 878-0282 Fax#: 760 878-2383 Email Address: thardy@inyocounty.us

Address/City/Zip: Post Office Drawer D (168 North Edwards Street), Independence, California 93526

7. The **chair** of the **Governing Body** of the subrecipient:

Name: Dan Totheroh Title: Chairman, Inyo County Board of Supervisors

Telephone #: 760 878-0373 Fax#: 760 878-2241 Email Address: dtotheroh@inyocounty.us

Address/City/Zip: Post Office Drawer N (168 North Edwards Street), Independence, California 93526

SIGNATURE AUTHORIZATION

Subaward #:

VW18 27 0140 ✓

Subrecipient:

County of Inyo ✓

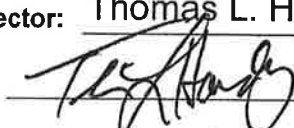
Implementing Agency:

Inyo County District Attorney ✓

*The Project Director and Financial Officer are **REQUIRED** to sign this form.

*Project Director: Thomas L. Hardy

Signature:

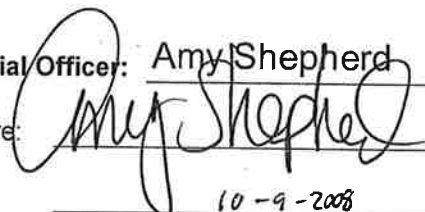


Date:

10-9-2008

*Financial Officer: Amy Shepherd

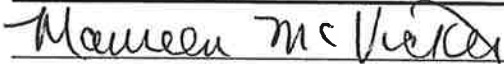
Signature:



Date:

10-9-2008

The following persons are authorized to sign for the
Project Director



Signature

Maureen McVicker

Print Name



Signature

Dianna Dominguez

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

The following persons are authorized to sign for the
Financial Officer



Signature

Christie Martindale

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

Q/T

CERTIFICATION OF ASSURANCE OF COMPLIANCE
With Statutory Requirements of the Violence Against Women Act (VAWA) Fund As
Amended, Services*Training*Officers*Prosecutors (STOP) Formula Grant Program and
Victims of Crime Act (VOCA) Fund

I, Thomas L. Hardy hereby certify that ✓
(official authorized to sign Subaward; same person as Section 15 on Subaward Face Sheet)

SUBRECIPIENT: County of Inyo ✓

IMPLEMENTING AGENCY: Inyo County District Attorney ✓

PROJECT TITLE: Victim Witness Assistance Program ✓

is responsible for reviewing the *Subrecipient Handbook* and adhering to all of the Subaward requirements (state and/or federal) as directed by CAL OES including, but not limited to, the following areas:

I. Federal Grant Funds

Subrecipients expending \$750,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Uniform Guidance 2 CFR Part 200, Subpart F and are allowed to utilize federal grant funds to budget for the audit costs. See Section 8000 of the Subrecipient Handbook for more detail.

The above named Subrecipient receives \$750,000 or more in federal grant funds annually.

The above named Subrecipient does not receive \$750,000 or more in federal grant funds annually.

II. Equal Employment Opportunity – (*Subrecipient Handbook Section 2151*)

It is the public policy of the State of California to promote equal employment opportunity (EEO) by prohibiting discrimination or harassment in employment because of ancestry, age (over 40), color, disability (physical and mental, including HIV and AIDS), genetic information, gender, gender identity, gender expression, marital status, medical condition (genetic characteristics, cancer or a record or history of cancer), military, veteran status, national origin, race, religion (includes religious dress and grooming practices), sex (includes pregnancy, childbirth, breastfeeding and/or related medical conditions) sexual orientation, or request for family medical leave. **Cal OES-funded projects certify that they will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination and civil rights.**

Please provide the following information:

Equal Employment Opportunity Officer: Clint Quilter
Title: Acting Inyo County Administrator
Address: PO Drawer N, Independence, CA 93526
Phone: 760-878-0292
Email: cquilter@inyocounty.us

CAT

III. Drug-Free Workplace Act of 1990 – (Subrecipient Handbook, Section 2152)

The State of California requires that every person or organization subawarded a grant or contract shall certify it will provide a drug-free workplace.

IV. California Environmental Quality Act (CEQA) – (Subrecipient Handbook, Section 2153)

The California Environmental Quality Act (CEQA) (*Public Resources Code, Section 21000 et seq.*) requires all Cal OES funded projects to certify compliance with CEQA. Projects receiving funding must coordinate with their city or county planning agency to ensure that the project is compliance with CEQA requirements.

V. Lobbying – (Subrecipient Handbook Section 2154)

Cal OES grant funds, grant property, or grant funded positions shall not be used for any lobbying activities, including, but not limited to, being paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

VI. Debarment and Suspension – (Subrecipient Handbook Section 2155)
(This applies to federally funded grants only.)

Cal OES funded projects must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department of agency.

VII. Proof of Authority from City Council/Governing Board

The above named organization (Applicant) accepts responsibility for and will comply with the requirement to obtain a signed resolution from the City Council/Governing Board in support of this program. The Applicant agrees to provide all matching funds required for said project (including any amendment thereof) under the Program and the funding terms and conditions of Cal OES, and that any cash match will be appropriated as required. It is agreed that any liability arising out of the performance of this Subaward, including civil court actions for damages, shall be the responsibility of the grant Subrecipient and the authorizing agency. The State of California and Cal OES disclaim responsibility of any such liability. Furthermore, it is also agreed that grant funds received from Cal OES shall not be used to supplant expenditures controlled by the City Council/Governing Board.

The Applicant is required to obtain a signed resolution from the City Council/Governing Board illustrating that the official executing this agreement is, in fact, authorized to do so. The Applicant is also required to maintain the signed resolution on-site, and a copy must be readily available upon request by Cal OES.

VIII. Civil Rights Compliance

The subrecipient complies will all laws that prohibit excluding, denying or discriminating against any person based on actual or perceived race, color, national origin, disability, religion, age, sex, gender identity, and sexual orientation in both the delivery of services and employment practices and does not use federal financial assistance to engage in explicitly religious activities.

IX. Special Condition for Grant Subaward with Violence Against Women Act (VAWA) Funds

1. Applicability of Part 200 Uniform Requirements

The Subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements").

2. Compliance with DOJ Grants Financial Guide

The Subrecipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OJP authority to terminate award)

The Subrecipient agrees to comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipient or individuals defined (for purposes of this condition) as "employees" of the Subrecipient.

The details of the Subrecipient's obligations regarding prohibited conduct related to trafficking in persons are posted on the OJP website at: <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by Subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

4. Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events

The Subrecipient agrees to comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

5. Effect of Failure to Address Audit Issues

The Subrecipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the Subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

6. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The Subrecipient agrees to promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by:

- Mail: Office of the Inspector General,
U.S. Department of Justice, Investigations Division,
950 Pennsylvania Avenue, N.W. Room 4706,
Washington, DC 20530;
- E-mail: oig.hotline@usdoj.gov;
- DOJ OIG hotline (contact information in English and Spanish): (800) 869-4499; and/or
- DOJ OIG hotline fax: (202) 616-9881.

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.

7. Compliance with General Appropriations-Law Restrictions on the Use of Federal Funds

The Subrecipient agrees to comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

8. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters

The Subrecipient understands and agrees that no Subrecipient under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

a. In accepting this award, the Subrecipient:

- Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

b. If the Subrecipient does or is authorized under this award to make subawards, procurement contracts, or both:

- It represents that (1) it has determined that no other entity that the Subrecipient's application proposes may or will receive award funds (whether through a subaward, procurement contract, or subcontract under a procurement contract) either requires or has required internal

confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- It certifies that, if it learns or is notified that any Subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

9. Encouragement of Policies to Ban Text Messaging while Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Subrecipient understands that DOJ encourages Subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10. Additional DOJ Awarding Agency Requirements

The Subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the Subrecipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

11. OVW Training Guiding Principles

The Subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/grantees>.

12. Supplanting

The Subrecipient understands and agrees that funds must be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

13. Statutory Requirements

The Subrecipient agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, and OVW's implementing regulations at 28 CFR Part 90.

14. Misuse of Award Funds

The Subrecipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

The Subrecipients understands and agrees that grant funds may be used only for the purposes in the Subrecipient's approved application.

15. Consultant Rates

The Subrecipient understands approval of this award does not indicate approval of any consultant rate in excess of \$650 per day or \$81.25 per hour. A detailed justification must be approved by the grantor prior to obligation or expenditure of such funds. Although prior approval is not required for consultant rates below these specified amounts, Subrecipients are required to maintain documentation to support all daily or hourly rates.

16. Materials and Publications

The Subrecipient understands and agrees that all materials and publications (written, visual, or sound) resulting from subgrant award activities shall contain the following statements: "This project was supported by Subgrant No. _____ awarded by the state administering office for the STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice, Office on Violence Against Women."

17. Victim Safety

The Subrecipient understands and agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; pre-trial diversion programs not approved by OVW or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek a protection order, file formal complaint); the placement of perpetrators in anger management programs; or any other activities outlined in the solicitation under which the approved application was submitted.

18. Copyright Approval

The Subrecipient understands advance written approval must be obtained to copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. In addition, the Subrecipient (or contractor or subcontractor) must comply with all conditions specified by the program manager in connection with an that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

The Subrecipient understands and agrees the Office on Violence Against Women reserves a royalty- free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work, in whole or in part (including in the creation of derivative works), for Federal purposes, and to authorize others to do so.

The Subrecipient understands and agrees it is their responsibility (and of each contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

X. Special Condition for Grant Subaward with Victims of Crime Act (VOCA) Funds

1. Applicability of Part 200 Uniform Requirements

The Subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements").

2. Compliance with DOJ Grants Financial Guide

The Subrecipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OJP authority to terminate award)

The Subrecipient agrees to comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipient or individuals defined (for purposes of this condition) as "employees" of the Subrecipient.

The details of the Subrecipient's obligations regarding prohibited conduct related to trafficking in persons are posted on the OJP website at: <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by Subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

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The Subrecipient agrees to comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

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The Subrecipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the Subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

6. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The Subrecipient agrees to promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by:

- Mail: Office of the Inspector General,
U.S. Department of Justice, Investigations Division,
950 Pennsylvania Avenue, N.W. Room 4706,
Washington, DC 20530;
- E-mail: oig.hotline@usdoj.gov;
- DOJ OIG hotline (contact information in English and Spanish): (800) 869-4499; and/or
- DOJ OIG hotline fax: (202) 616-9881.

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.

7. Compliance with General Appropriations-Law Restrictions on the Use of Federal Funds

The Subrecipient agrees to comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

8. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters

The Subrecipient understands and agrees that no Subrecipient under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

a. In accepting this award, the Subrecipient:

- Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

b. If the Subrecipient does or is authorized under this award to make subawards, procurement contracts, or both:

- It represents that (1) it has determined that no other entity that the Subrecipient's application proposes may or will receive award funds (whether through a subaward, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit

or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- o It certifies that, if it learns or is notified that any Subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

9. Encouragement of Policies to Ban Text Messaging while Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Subrecipient understands that DOJ encourages Subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10. Additional DOJ Awarding Agency Requirements

The Subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the Subrecipient is designated as "high- risk" for purposes of the DOJ high-risk grantee list.

11. OJP Training Guiding Principles

The Subrecipient understands and agrees that any training or training materials developed or delivered with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

12. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)--1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

13. Specific Post-Award Approval Required to Use a Non-Competitive Approach in any Procurement Contract that Would Exceed \$150,000

The Subrecipient agrees to comply with all applicable requirements to obtain specific advance approval to use a non-competitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that, for purposes of federal grants administrative requirement, OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at

<http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> [Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)] and are incorporated by reference here.

14. Requirement for Data on Performance and Effectiveness Under the Award

The Subrecipient agrees to collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

15. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The Subrecipient agrees to comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Subrecipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

16. VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

17. Demographic Data

The Subrecipient agrees to collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

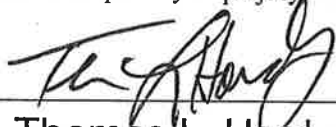
18. Performance Reports

The Subrecipient agrees to submit (and, as necessary, require sub-Subrecipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

19. Access to Records

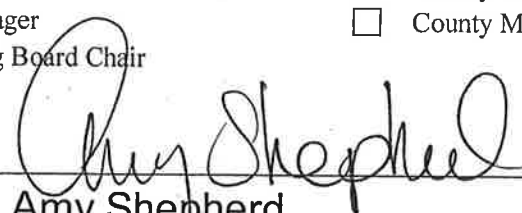
The Subrecipient authorizes the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.

All appropriate documentation must be maintained on file by the project and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Subrecipient may be ineligible for subaward of any future grants if the Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

CERTIFICATION	
I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant Subrecipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.	
Authorized Official's Signature:	<u></u> ✓
Authorized Official's Typed Name:	<u>Thomas L. Hardy</u> ✓
Authorized Official's Title:	<u>Inyo County District Attorney</u> ✓
Date Executed:	<u>10-9-2018</u> ✓
Federal Employer ID #:	<u>95-6005445</u> ✓
Federal DUNS #:	<u>010706687</u> ✓
Current System for Award Management (SAM) Expiration Date:	<u>4/10/19</u> JF ✓
Executed in the City/County of:	<u>Independence, County of Inyo</u> ✓

AUTHORIZED BY: *(not applicable to State agencies)*

City Financial Officer County Financial Officer
 City Manager County Manager
 Governing Board Chair

Signature: 

Typed Name: Amy Shepherd

Title: Inyo County Auditor

AT

BUDGET CATEGORY AND LINE ITEM DETAIL

Subrecipient: County of Inyo	Subaward #: VW18270140					
A. Personal Services – Salaries/Employee Benefits	17VOCA	17VOCA MATCH	18VOCA	18 VOCA MATCH	18/WAO (State)	COST
SALARIES:						\$0
Victim Witness Project Coordinator 100% \$4,409 X 12 months = \$52,908	\$28,229		\$8,230		\$16,449	\$52,908
Legal Secretary (1st point of Contact) 10% \$4,938 x 12 = \$59,256 x 10% = \$5,926	\$2,963		\$2,963			\$5,926
Administrative Assistant (Fiscal) 30% \$5,613 x 12 = \$67,356 x 30% = \$20,207	\$15,103		\$5,104			\$20,207
Mass Victimization Advocate 100% \$3,151 X 12 months = \$37,812			\$37,812			\$37,812
BENEFITS:						\$0
Victim Witness Project Coordinator 100%						\$0
PERS Retirement \$422 x 12 months = \$5,064						\$0
FICA: \$304 x 12 months = \$3,648						\$0
Medicare: \$71 x 12 months = \$852						\$0
CDI: \$46 x 12 months = \$552						\$0
Bilingual Pay: \$221 x 12 months = \$2,652						\$0
Medical/Dental/Vision/Life Insurance: \$260 x 12 months = \$3,120						\$0
Misc County Benefits: \$350						\$0
Total: \$16,238 100%	\$16,238					\$16,238
Legal Secretary (1st point of Contact) 10%						\$0
PERS Retirement \$840 x 12 months = \$10,080 x 10% = \$1,008						\$0
FICA: \$288 x 12 months = \$3,456 x 10% = \$346						\$0
Medicare: \$68 x 12 months = \$816 x 10% = \$82						\$0
CDI: \$46 x 12 months = \$552 x 10% = \$55						\$0
Medical/Dental/Vision/Life Insurance: \$1,422 x 12 months = \$17,064						\$0
\$17,064 x 10% = \$1,706						\$0
Total: \$3,197	\$3,197					\$3,197
Administrative Assistant (Fiscal) 20%						\$0
PERS Retirement \$957 x 12 months = \$11,484 x 30% = \$3,445						\$0
FICA: \$323 x 12 months = \$3,876 x 30% = \$1,163						\$0
Medicare: \$76 x 12 months = \$912 x 30% = \$274						\$0
CDI: \$53 x 12 months = \$636 x 30% = \$191						\$0
Medical/Dental/Vision/Life Insurance: \$1,209 x 12 months = \$14,508						\$0
\$14,508 x 30% = \$4,352						\$0
Total: \$9,425	\$9,425					\$9,425
Mass Victimization Advocate 100%						\$0
PERS Retirement \$287 x 12 months = \$3,444						\$0
FICA: \$206 x 12 months = \$2,472						\$0
Medicare: \$48 x 12 months = \$576						\$0
CDI: \$31 x 12 months = \$372						\$0
Medical/Dental/Vision/Life Insurance: \$1,209 x 12 months = \$14,508						\$0
Misc County Benefits: \$350						\$0
Total: \$21,722			\$21,722			\$21,722
CALPERS Unfunded Liability \$1,233.34 x 9 months = \$11,098 <i>11,100 JF</i> \$1,480 x 3 months = \$4,440	\$15,538					\$15,538
Personal Section Totals	\$90,693	0 AT	\$75,831	0 AT	\$16,449	\$182,973
PERSONAL SECTION TOTAL						\$182,973

BUDGET CATEGORY AND LINE ITEM DETAIL

Subrecipient: County of Inyo	Subaward #: VW18270140					
B. Operating Expenses	17VOCA	17VOCA MATCH	18VOCA	18 VOCA MATCH	VWAO (State)	COST
						\$0
2 Document Scanners \$942 each	\$1,884					\$1,884
County Cost Plan, Auditor, Personnel, Administration, Information Services, \$894per month x 12=\$10,728	\$10,728					\$10,728
Victim emergency fund, including food & meals, motel clothing, travel & emergency basic needs, etc. \$834 per month x 12 = \$10,008	\$10,008					\$10,008
Cellphone Service - 1 phone x \$40 per month X 12 =\$480	\$480					\$480
Misc. general office supplies including printer cartridges, copy/postage charges, business cards, misc. printing of brochures, resource guides (English & Spanish) \$3,702.09 per month x 12 months = \$45,637 ^{AW} 44,425	\$37,668	\$4,757			\$2,000	\$44,425
Various Presentations/Trainings/Meetings (@ ^{AW .545} .54 per mile) 370 miles/mo \$202 per month x 12 months = \$2,424	\$2,424					\$2,424
Various Travel to Court, Trials, transportation of Victims, etc. (Including mileage)(Fiscal & Victim Witness Coordinator) 229 miles/mo \$125.00 per month x 12 months = \$1,500	\$1,500					\$1,500
^{X .545 =} Utilities \$102 per month X 12= \$1,224	\$987			\$237		\$1,224
Furniture for Conference Room & work station	\$1,500					\$1,500
MVA Operating Costs						\$0
MVA furniture for work stations			\$1,500			\$1,500
MVA desktop, monitor, and keyboard			\$1,500			\$1,500
MVA 1 scanner \$950			\$950			\$950
MVA 1 cell phone \$40/mo x 12 = \$480			\$480			\$480
MVA Emergency fund, Go Bags, food, meals, motels travel and basic needs			\$9,972	\$5,000		\$14,972
MVA Misc. general office supplies, business cards, printing of brochures, resoure guides			\$10,000			\$10,000
MVA travel to various presentations, trainings, meetings 370 miles/Mo \$202 x 12 = \$2424			\$2,424			\$2,424
^{X .545 =}						\$0
(PER DIEM calculated at Inyo County Rate \$66/day Training/Conference Registrations:						\$0
Out of State Travel to St. Louis, MO for 1 employee training on Case Management System (Karpel)						\$0
✓St. Louis, MO Lodging 3 nights @ \$46 = 138						\$0
Las Vegas, NV Lodging 1 night @ \$36 = \$36						\$0
State car \$93; Shuttle \$23, Parking \$12.00						\$0
Airfare \$150 ; Conference Fee \$98						\$0
Per Diem 4 days @ \$22.5 = \$90 Total: \$640	\$640					\$640
Multiyear Language Access Resources Collaborative Registration - Free						\$0

BUDGET CATEGORY AND LINE ITEM DETAIL

Subrecipient: County of Inyo	Subaward #: VW18270140					
B. Operating Expenses	17VOCA	17VOCA MATCH	18VOCA	18 VOCA MATCH	18VWAO (State)	COST
San Diego Lodging 2 nights @ \$125 = \$250						\$0
Per Diem 2.5 days @ \$66 = \$165						\$0
Mileage 706 miles @ .545 per mile = \$385						\$0
Parking 2 @ \$25 = \$50						\$0
Total: \$850	\$850					\$850
National Organization for Victim Assistance Annual Training						\$0
San Diego, Registration: \$370						\$0
Lodging 5 nights @ \$125 = \$625						\$0
Per Diem 5 days @ \$66 = \$330						\$0
Mileage 706 miles @ .545 per mile = \$385						\$0
Parking 5 @ \$25 = \$125						\$0
Total: \$1,835	\$1,835					\$1,835
International Summit on Violence, San Diego						\$0
Registration: \$567						\$0
Lodging 5 nights @ \$125 = \$625						\$0
Per Diem 5 days @ \$66 = \$330						\$0
Mileage 706 miles @ .545 per mile = \$385						\$0
Parking 5 @ \$25 = \$125						\$0
Total: \$2,032	\$2,032					\$2,032
Human Trafficking Victim Advocate Training 1 Staff Bakersfield						\$0
Registration - Free						\$0
Lodging 2 nights @ \$125 = \$250						\$0
Per Diem 2.5 days @ \$66 = \$165						\$0
Mileage 452 miles @ .545 per mile = \$246						\$0
Total: \$661	\$661					\$661
Victim Witness Training TBD, Sacramento						\$0
Registration: Free						\$0
Lodging 3 nights @ \$125 = \$375						\$0
Per Diem 4 days @ \$66 = \$264						\$0
Mileage 546 miles @ .545 per mile = \$298						\$0
Parking 4 @ \$25 = \$100						\$0
Total: \$1,037	\$1,037					\$1,037
Victim Witness Training TBD, Sacramento						\$0
Registration: Free						\$0
Lodging 3 nights @ \$125 = \$375						\$0
Per Diem 4 days @ \$66 = \$264						\$0
Mileage 546 miles @ .545 per mile = \$298						\$0
Parking 4 @ \$25 = \$100						\$0
Total: \$1,037	\$1,037					\$1,037
MVA Basic Training, Sacramento						\$0
Registration: Free						\$0
Lodging 3 nights @ \$125 = \$375						\$0
Per Diem 4 days @ \$66 = \$264						\$0
Mileage 546 miles @ .545 per mile = \$298						\$0
Parking 4 @ \$25 = \$100						\$0
Total: \$1,037			\$1,037			\$1,037
MVA Advanced Training, Sacramento						\$0
Registration: Free						\$0
Lodging 3 nights @ \$125 = \$375						\$0
Per Diem 4 days @ \$66 = \$264						\$0
Mileage 546 miles @ .545 per mile = \$298						\$0
Parking 4 @ \$25 = \$100						\$0

BUDGET CATEGORY AND LINE ITEM DETAIL

Subrecipient: County of Inyo		Subaward #: VW18270140				
B. Operating Expenses	17VOCA	17VOCA MATCH	18VOCA	18 VOCA MATCH	18VWAO (State)	COST
Total: \$1,037			\$1,037			\$1,037
CDAА SART Summit VI a Multi-Disciplinary Conf						\$0
Newport Beach, Registration: \$85						\$0
Lodging 3 nights @ \$125 = \$375						\$0
Per Diem 4 days @ \$66 = \$264						\$0
Mileage 608 miles @ .545 per mile = \$331						\$0
Parking 4 @ \$25 = \$100						\$0
Total: \$1,155	\$1,155					\$1,155
<i>jc</i> Cal OES Mandatory Training - 2 Staff San Diego						\$0
Lodging 2 staff x 3 nights @ \$125 = \$750						\$0
Per Diem 2 staff x 4 days @ \$66 = \$528						\$0
Mileage 706 miles @ .545 per mile = \$385						\$0
Parking 6 @ \$25 = \$150						\$0
Total: \$1,813	\$1,813					\$1,813
Operating Section Totals	\$78,239	\$4,757	\$28,900	\$5,237	\$2,000	\$119,133
OPERATING SECTION TOTAL						\$119,133

VSPS Budget Summary Report

VW18 Victim/Witness Assistance Program Inyo County Victim Witness Assistance Program	Subaward #: VW18 27 0140 Performance Period: 10/01/18 - 09/30/19 Latest Request: , Not Final 201
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A. Personal Services - Salaries/Employee Benefits

<u>F/S/L</u>	<u>Funding Source</u>	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	17VOCA	90,693	0	90,693	0	90,693
L	17VOCA	0	0	0	0	0
F	18VOCA	75,831	0	75,831	0	75,831
L	18VOCA	0	0	0	0	0
S	18VWA0	16,449	0	16,449	0	16,449
Total A. Personal Services - Salaries/Employee Benefits:		182,973	0	182,973	0	182,973

B. Operating Expenses

<u>F/S/L</u>	<u>Funding Source</u>	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	17VOCA	78,239	0	78,239	0	78,239
L	17VOCA	4,757	0	4,757	0	4,757
F	18VOCA	28,900	0	28,900	0	28,900
L	18VOCA	5,237	0	5,237	0	5,237
S	18VWA0	2,000	0	2,000	0	2,000
Total B. Operating Expenses:		119,133	0	119,133	0	119,133

C. Equipment

<u>F/S/L</u>	<u>Funding Source</u>	Budget Amount	Paid/Expended	Balance	Pending	Pending Balance
F	17VOCA	0	0	0	0	0
L	17VOCA	0	0	0	0	0
F	18VOCA	0	0	0	0	0
L	18VOCA	0	0	0	0	0
S	18VWA0	0	0	0	0	0
Total C. Equipment:		0	0	0	0	0

F/S/L (Funding Types): F=Federal, S=State, L=Local Match

Paid/Expended=posted in ledger w/Claim Schedule, Pending=Processed, but not yet in Claim Schedule

02/26/19

VSPS Budget Summary Report

VW18 Victim/Witness Assistance Program Inyo County Victim Witness Assistance Program	Subaward #: VW18 27 0140 Performance Period: 10/01/18 - 09/30/19 Latest Request: , Not Final 201
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	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
Total Local Match:	9,994	0	9,994	0	9,994
Total Funded:	292,112	0	292,112	0	292,112
Total Project Cost:	302,106	0	302,106	0	302,106

F/S/L (Funding Types): F=Federal, S=State, L=Local Match

Paid/Expended=posted in ledger w/Claim Schedule, Pending=Processed, but not yet in Claim Schedule

02/26/19

Subaward #: VW 18 27 0140

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
OUT-OF-STATE TRAVEL REQUEST

SUBRECIPIENT

Agency: Inyo County District Attorney
Project Director: Thomas L. Hardy Phone #: 760-878-0282
Address: PO Drawer D
City: Independence, CA Zip: 93526

ATTENDEE(S)

Name: Maureen McVicker
Title: Administrative Assistant/Fiscal Phone #: 760-878-0282
Name: _____
Title: _____ Phone #: _____

TRIP DETAILS

Trip Date [Month/Day(s)/Year] April 15 - 19, 2019
Destination (City/State) St. Louis, MO
Description
(Meeting/Conference/Other) Annual Case Management System Training - Karpel Solutions
2019 National User Group Meeting

Justification (indicate the need for the trip and the benefits to the State. Use additional pages if necessary. Attach brochure if available.)

Train 1 staff member, the Grant fiscal person, to operate the case management system more efficiently and learn additional parts of the system. We are requesting the Grant pay for 20% of Maureen's travel expenses.

Subrecipient must attach Cost Worksheet to the Out-of-State Travel Request.

FOR CAL OES USE ONLY

Recommendation:

Approve



Disapprove



Joshua Enos
Program Specialist

1/25/19
Date

[Signature]
Unit Chief

12/16/18
Date

OUT-OF-STATE TRAVEL REQUEST COST WORKSHEET

Travel Policy – are the rates based on internal policy or the state’s travel policy? Please specify:

Internal Travel Policy

State Travel Policy

Date of Trip: April 15-19, 2019

Destination: St. Louis, MO

Purpose: Case Management System Annual Conference

ESTIMATED COSTS

TRANSPORTATION:

AMOUNT

	Airfare:	\$ 150.00 ✓
Additional Airport Expenses		
	Mileage: (54.5 cents per mile)	\$
	Taxi/Shuttle:	\$ 23.00 ✓
	Parking:	\$ 12.00

Auto Expenses:

	Private Car:	\$
	Rental Car:	\$
	State/Agency Car:	\$ 93.00 ✓

HOTEL/PER DIEM

Hotel:		
<u>St. Louis, MO 3</u>	days @	<u>\$ 46.00</u> per day =
		\$ 138.00 ✓

Per diem:		
<u>4</u>	days @	<u>\$ 22.50</u> per day =
		\$ 90.00 ✓

OTHER EXPENSES

Registration/Conference Fee:	\$ 98.00 ✓
Hotel: Las Vegas, NV 1 day at \$36	\$ 36.00
	\$
(See attached spreadsheet for additional details)	\$
	\$

TOTAL COSTS NOT TO EXCEED:	\$ 640.00
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*NOTE: The stay in Las Vegas is for travel to & from Carpel training only
 * Driving to Vegas - staying 1 night - flying to MO. for training LF*

Case Management System Training: Karpel Solutions 2018 National User Group Meeting
 Conference: April 16-18, 2019 in St. Louis, MO; out of office April 15-19, 2019

VW 18 27 0140 INYO COUNTY

The Grant currently pays 30% of Maureen's salary and benefits.

	<u>Maureen</u>	<u>x 30%</u>	<u>Fiscal</u> <u>Maureen</u>
Airfare	\$ 500.00	0.30	\$ 150.00
Airport shuttle	\$ 76.00	0.30	\$ 22.80
Airport Parking	\$ 40.00	0.30	\$ 12.00
State Agency Car	\$310.50	0.30	\$ 93.15
Hotel - St. Louis (3 nights)	\$ 459.93	0.30	\$ 137.98
Per Diem	\$ 300.00	0.30	\$ 90.00
Registration Fee	\$ 325.00	0.30	\$ 97.50
Hotel - Las Vegas (1 night)	\$ 121.00	0.30	\$ 36.30
TOTALS	\$ 2,132.43	x 0.3 =	\$ 639.73

Budget Narrative

Inyo County Victim Witness Assistance Program proposed budget supports stated objectives and activities for the Fiscal Year Grant 2018/2019 by providing funding for staff salaries and benefits, cellular telephone, travel, victim emergency funds, office supplies, etc. to carry out those goals and objectives.

Funds are allocated to actual line staff costs and provisions for services. This year we are requesting 10% of our Support Staff/Legal Secretary (first point of contact) and 30% of our Administrative Assistant to the District Attorney for all fiscal/grant duties. Functional time sheets are logged by Support Staff/Legal Secretary (first point of contact) and the Administrative Assistant to the District Attorney (fiscal/grant duties). The Inyo County District Attorney is absorbing rent for both the Bishop and Independence Inyo County Victim Witness offices.

Current staff meets all CalOES educational requirements and standards. The Victim Witness Coordinator has attended several trainings and conferences.

Project staff prioritizes time commitments to provide direct services to victims of crime, to meet and hopefully exceed state objectives and activities.

The Inyo County Victim Witness Program is electing to pursue the optional Mass Victimization Advocate funding. If awarded, this would create a new position in the program, directed primarily towards the objectives of the Mass Victimization program. Currently, our small office is staffed with only one full-time Victim Witness Coordinator, and our extremely rural and remote location has always caused concern that we would be overwhelmed in the case of even a small mass victimization incident. The new advocate will receive the required specialized training and would substantially increase our abilities to respond to any mass victimization incidents as well as support for traditional victim advocate services.

The Inyo County Victim Witness Program does not require subcontracts and does not anticipate any unusual expenditures in the upcoming fiscal grant year.

The Personal Services of the budget pages provide for Salary and Benefits under Inyo County's Memorandum of Understanding for Miscellaneous employees which include PERS retirement, taxes, group insurance including medical, dental, vision, and life insurance along with Bilingual pay for the Victim Witness Coordinator who is fluent in Spanish.

The Victim Witness Coordinator is available to Victims and Witnesses 100% of the time should the client require immediate services. Client contact logs are continually updated for documentation of services. Project staff continues to provide mandatory and optional services to clients of all crime types, as determined through evaluation of each client's needs.

Our Victim Witness Coordinator has been employed with the Inyo County Victim Witness Assistance Program since November, 2014. She is bilingual, fluent in Spanish, and has an extensive cultural background in the Hispanic community. She has attended the CDAA Entry Level Victim Witness Training along with the California Sexual Assault Investigator's Association training, Beyond the Basics – An Examination of Emerging Issues, and the NVCV Civil Justice of Victims of Crime in California.

In the Fiscal Year 2017/2018, she attended the NOVA Conference in San Diego, Human Trafficking Victim Advocate Training, Multi-Year Language Access Resources (MYLAR) Collaborative, Victim Witness Regional meeting, CDAA's SART Summit VI and 23rd International Summit on Violence, Abuse and Trauma. She is currently working on her Associates Degree with the local Community College.

PROJECT SUMMARY

1. Subaward #: VW18 27 0140

2. PROJECT TITLE Victim Witness Assistance Program

3. PERFORMANCE PERIOD

10/01/18 to 9/30/19

4. SUBRECIPIENT

Name: County of Inyo Phone: 760 878-0292

Address: Post Office Drawer N Fax #: 760 878-0465

City: Independence Zip: 93514

5. GRANT AMOUNT

(this is the same amount as 12G of the Grant Subaward Face Sheet)

\$ 302,106

6. IMPLEMENTING AGENCY

Name: Inyo County District Attorney Phone: 760 878-0282 Fax #: 760 878-2383

Address: Post Office Drawer D City: Independence Zip: 93526

7. PROGRAM DESCRIPTION

PROVISION OF MANDATORY SERVICES ACCORDING TO PENAL CODE SECTION 13835 WITH PRIMARY EMPHASIS ON REDUCTION OF TRAUMA TO VICTIMS AND WITNESSES OF CRIME.

8. PROBLEM STATEMENT

INYO COUNTY VICTIM/WITNESS ASSISTANCE PROGRAM WAS ESTABLISHED AND IS BASED IN THE OFFICE OF THE DISTRICT ATTORNEY. SERVICES ARE PROVIDED TO VICTIMS OF ALL TYPES OF CRIME AND WITHIN THE GRANT GUIDLINES FROM THE CALIFORNIA OFFICE OF EMERGENCY SERVICES AND THE CALIFORNIA PENAL CODE.

9. OBJECTIVES

TO PROVIDE SERVICES REFERRALS AND COURT CASE MANAGEMENT ASSISTANCE TO ALL VICTIMS OF CRIME IN THE COUNTY OF INYO.

10. ACTIVITIES

MANDATORY AND OPTIONAL SERVICES WILL BE PROVIDED TO VICTIMS FROM ALL CRIME TYPE CATEGORIES; PRESENTATIONS WILL BE MADE TO LAW ENFORCEMENT, SCHOOLS, PUBLIC ORGANIZATIONS, AND VICTIM SERVICE PROVIDERS. TRAINING WILL ALSO BE PROVIDED TO LAW ENFORCEMENT AND VICTIM SERVICE PROVIDERS. STAFF WILL PARTICIPATE IN SART, DOMESTIC VIOLENCE COUNCIL, DEATH REVIEW TEAMS, AND CHILD ABUSE PREVENTION COMMITTEES.

11. EVALUATION (if applicable)
PER BI-ANNUAL REPORTS

12. NUMBER OF CLIENTS
(if applicable)

13. PROJECT BUDGET

(these are the same amounts as on Budget Pages)

	Personal Services	Operating Expenses	Equipment	TOTAL
	\$182,973	\$119,133	\$0	\$302,106
17VOCA	\$90,693	\$78,239		\$168,932 ^{\$0}
17VOCA MATCH		\$4,757		\$4,757 ^{\$0}
18VOCA	\$75,831	\$28,900		\$104,731 ^{\$0}
18VOCA MATCH		\$5,237		\$5,237 ^{\$0}
18VWAO	\$16,449	\$2,000		\$18,449 ^{\$0}
Totals:	\$182,973	\$119,133	\$0	\$302,106

JF
JF
JF
JF
JF
JF

Project Narrative

Performance History/Problem Statement

Inyo County Victim/Witness Assistance Center is prosecution based and is the agency responsible for implementing services to victims of all types of crime in Inyo County. These services are designed to help reduce the trauma experienced by victims of criminal acts pursuant to Penal Code Section 13835.

The Inyo County program has two office locations, one in Bishop and the other is located in Independence, which is the county seat and forty-five (45) miles south of Bishop. The Victim/Witness Project Coordinator is a full time position, responsible for both the Northern and Southern ends of the county. Inyo County is the second largest county in the state geographically encompassing over 10,000 square miles. Problems unique to this project are related to the relatively small population spread over the vast geographic area of Inyo County. Providing services to Victims and Witnesses in the most remote locations of Inyo County is our greatest challenge.

The Native American and Hispanic communities continue to be underserved populations. Domestic Violence victims continue to make up a large percentage of crime victims in these communities and Victim/Witness continues to work closely with the local Domestic Violence program. Additionally, the Bishop Paiute Tribe (a federally recognized tribe whose tribal lands are located adjacent to the City of Bishop in Inyo County) have implemented a domestic violence prevention and intervention program for Tribal residents known as "RAVE". This projects works closely with and coordinates services with RAVE.

The Project Coordinator participates in several collaborative groups; Domestic Violence, Death Review, Child Abuse, Sexual Assault, and Emergency Preparedness. These invaluable collaborations allow us to offer a higher level of services to our clients.

Implementation

Inyo County Victim/Witness provides comprehensive services to victims of all crime types, while concentrating services on victims of the most serious cases likely to result in trauma to the victim or the victim's family. A staff dedicated to the necessity of compassionate and comprehensive services achieves this goal by closely following grant guidelines and project policy. The Victim/Witness mission is to encourage and support victims and witnesses of crime to help overcome the effects of crime, self-empowerment as they move through the process and ultimately be able to return to their lives and families. The California Penal Code mandates services provided to victims of crimes and this program tailors those services to meet the needs specific to Inyo County clients.

Operational Agreements are in place with Inyo County Sheriff, Bishop Police Department, California Highway Patrol, Inyo County Probation Department and Wild Iris Family Counseling and Crisis Center. Training and presentations are offered to the local schools, law enforcement, Wild Iris Crisis Family Counseling and Crisis Center and Community Groups. Participation on the Domestic Violence Council, Domestic Violence and Child Death Review Team, Addiction Task Force Committee and Sexual Assault Response Team (SART) help to nurture close working networks between service providers and victim advocates.

Services are provided to special need clients through referrals to local resources available in the community. Field visits are provided to clients when appropriate and safe.

Accommodations are made to facilitate access to the office and the courts for disabled clients, including coordination of the use of the handicapped accessible courtroom on the ground level of the historic courthouse. Elderly clients may be visited at home for interviews. Transportation assistance is also provided when needed. Project works closely with Adult Protective Services when a client is referred for services or project staff obtains an Elder Abuse Restraining Order. Contact information is available in the office for a certified interpreter for hearing impaired clients. Advocates will problem solve to meet the special needs of clients to the best of their ability or to the limit available in the community. Volunteer staff augments delivery of victim service by providing support and clerical services on a supervised basis as needed.

The program utilizes translators when available, but the Victim Project Coordinator handles direct services to Spanish speaking victims, as she is bilingual. The court has Spanish speaking translators available at no cost to this project for assistance in the preparation of Domestic violence Restraining Orders and at Temporary Restraining Order hearings for Spanish speaking clients. A list of community translators is maintained by the project.

Referrals to project are received from multiple sources including: Law Enforcement Officers, District Attorney staff attorneys, District Attorney staff legal secretaries, Family Law Facilitator and community agencies including Child Protective Services, Adult Protective Services, and Wild Iris Family Counseling and Crisis Center. Additional referrals come from mental health providers, substance abuse providers and prior clients. Close working relationships with service providers and other agencies are a priority. Operational agreements include training and meeting schedules with establish effective relationships. Participation in many multidisciplinary committees also fosters those relationships.

ORGANIZATIONAL CHART

Inyo County Board of Supervisors

Inyo County District Attorney/ Project Coordination – Thomas L. Hardy

Inyo County Assistant District Attorney – Dee Shepherd

Administrative Legal Secretary/Fiscal – Maureen McVicker

Legal Secretary/First Point of Contact – Morgan Ray

Inyo County Project Victim/Witness Project Coordinator – Dianna Dominguez

Inyo County Mass Victimization Advocate – if approved, to be filled with 1 FTE

Volunteer(s) – Vanessa Ruggio, seeking additional volunteers

TIMELINE FOR MVA POSITION OBJECTIVES

Subrecipient: County of Inyo

Subaward #: VW 18 27 0140

MVA Objectives:

- a. Develop a comprehensive crisis response/mass victimization assistance plan structured to identify and respond to victim needs such as: safety, food, shelter, and immediate services in the aftermath of a mass victimization/terrorism incident. The plan should include a needs assessment, emergency assistance measures, resource and referral information, and should be adaptable to support and enhance the existing community/county emergency response plan.

DESCRIPTION OF TASK	TO BE COMPLETED BY
Hire someone to fill the MVA position	May 2019
Meet with Inyo County Emergency Services to help identify response needs.	July 2019
Meet with local Red Cross contact regarding emergency assistance	August 2019
MVA to take FEMA online training to help identify and respond to victim's needs	September 2019
Develop a comprehensive crisis response plan. A preliminary plan will be developed as soon as possible, however, as additional training is taken, the crisis response plan will be adjusted/updated.	December 2019

- b. Develop victim assistance crisis response protocols.

DESCRIPTION OF TASK	TO BE COMPLETED BY
MVA to attend CCVAA Entry Level and CCVAA Crisis Response Advocate training	Within 1 year of hire
Create crisis response protocols. MVA will need to attend training prior to creating these protocols.	Within 1 year of hire

- c. Develop and implement mutual-aid memorandums of understanding (MOU's) with VW Centers in neighboring counties and/or within your identified crisis response (CR) training region to leverage resources and facilitate a regional response to mass victimization/terrorism incidents.

DESCRIPTION OF TASK	TO BE COMPLETED BY
Meet with Inyo County Emergency Services	July 2019
Create and execute MOU with Inyo County Emergency Services	September 2019

- d. Conduct outreach and participate in community meetings with leaders from the following fields: law enforcement, victim services, legal services (non-profit and private sector), prosecutors' office, city government, emergency management, medical services, and schools to provide information about trauma informed response.

DESCRIPTION OF TASK	TO BE COMPLETED BY
Meet with leaders of the above-referenced fields	December 2019

- e. Establish MOU's with allied service providers, including, but not limited to County/City government and local Emergency Operation Centers (EOCs). Identify VW's role in the emergency response plan.

DESCRIPTION OF TASK	TO BE COMPLETED BY
Create and execute MOU with Inyo County Emergency Services	September 2019
Identify VW's role in emergency response plan	July 2019

- f. Conduct community outreach, and education.

DESCRIPTION OF TASK	TO BE COMPLETED BY
Meet with local Red Cross contact regarding emergency assistance	August 2019
Attend community functions and have a staffed booth with information for community members	September 2019

- g. Utilize MVA funding for purchase of go-bags, management and technology supplies and/or other necessary resources required for deployment.

DESCRIPTION OF TASK	TO BE COMPLETED BY
Purchase go-bags	September 2019 and then ongoing as needed
Purchase and implement management and technology supplies	July 2019
Identify and purchase necessary resources for deployment	September 2019

- h. Develop a timeline to meet the mass victimization objectives. Initiate all MVA objectives, although not all may be accomplished within the current Grant Subaward performance period.

DESCRIPTION OF TASK	TO BE COMPLETED BY
Turn in MVA objectives to CalOES	January 2019

PETTY CASH VICTIM FUND PROCEDURE

County of Inyo

VW 18 27 0140

SUBRECIPIENT NAME

SUBAWARD #

In order for a project to develop a Petty Cash Victim Fund with grant funds, certain criteria must be maintained. Petty Cash Victim Fund can be utilized for unforeseen financial intervention paid directly to the victim.

Due to the nature of this Petty Cash Victim Fund, they need to be easily accessible. Safeguards and accountability of the funds must be maintained. For effective management and audit purposes, the following procedures must be followed:

1. The Petty Cash Victim Fund and regular grant allocation funds must be kept separate, each with its own account within the general ledger.
2. The authority to disburse funds to victims from the Petty Cash Victim Fund rests with the Project Director, Financial Officer, and/or those identified on the Signature Authorization Form (Cal OES 2-103).
3. The name and signature of the victim and the employee disbursing the funds must be maintained, as well as the date, amount, and reason for the request.
4. Direct cash disbursements will be limited to no more than \$1,000 payable/Vendor per individual. Victims are not eligible to draw on the Petty Cash Victim Fund for more than 2 per year.

Operational Agreements (OA) Summary Form

	List of Agencies/Organizations/Individuals	Date OA Signed (xx/xx/xxxx)	Dates of OA	
			From:	To:
1.	Bishop Police Department	06/13/18	06/30/18	to 06/30/21
2.	California Highway Patrol	06/19/18	06/30/18	to 06/30/21
3.	Inyo County Probation Department	06/14/18	06/30/18	to 06/30/21
4.	Inyo County Sheriff's Department	06/13/18	06/30/18	to 06/30/21
5.	Wild Iris-Domestic Violence, SA, Child Abuse	04/29/18	05/01/18	to 04/30/21
6.				to
7.				to
8.				to
9.				to
10.				to
11.				to
12.				to
13.				to
14.				to
15.				to
16.				to
17.				to
18.				to
19.				to
20.				to

Use additional pages if necessary.

OPERATIONAL AGREEMENT

This Operational Agreement stands as evidence that the Inyo County Victim/Witness Assistance Program and Bishop Police Department intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in Inyo County. Both agencies believe that the implementation of this proposal, as describes herein, will further this goal. To this end, each agency agrees to participate in the program, if selected for funding, by coordinating/providing the following services:

The Inyo County Victim/Witness Assistance Program will closely coordinate the following services with Bishop Police Department through:

- Program staff being readily available to Bishop Police Department for service provision through mutual cooperation and service provision to victims of crime.
- Meetings yearly between Victim/Witness Advocacy staff and Bishop Police Department Officers and Dispatchers.
 - ❖ Specifically: Yearly training, meetings with SART, and meetings with Domestic Violence Council.
- Victim/Witness staff and Bishop Police Department staff will continue to coordinate the provision of services to victims of all types of crime, as they have traditionally, by fostering a close working relationship, sharing of training and experience. The ultimate goal being to provide comprehensive services that will facilitate victims achieving a faster and more complete recovery from the effects of crime.

We, the undersigned, as authorized representative of Bishop Police Department and Inyo County Victim/Witness Assistance Program, do hereby approve this document and agree that it shall be in effect until June 30, 2021.

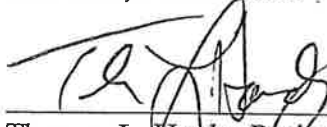
For Bishop Police Department:



Ted Stec, Police Chief

6/13/18
Date

For Inyo County Victim/Witness Assistance Program:



Thomas L. Hardy, Project Coordinator

6/13/18
Date

OPERATIONAL AGREEMENT

This Operational Agreement stands as evidence that the Inyo County Victim/Witness Assistance Program and Inyo County Sheriff's Department intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in Inyo County. Both agencies believe that implementation of the proposal, as described herein will further this goal. To this end, each agency agrees to participate in the program, if selected for funding, by coordinating/providing the following services:

The Inyo County Victim/Witness Assistance Program will closely coordinate the following services with the Inyo County Sheriff's Department through:

- Program staff being readily available to the Inyo County Sheriff's Department for service provision through mutual cooperation and service provision to victims of crime;
- Meetings yearly between Victim/Witness Advocacy staff and Inyo County Sheriff's Department personnel.
 - ❖ Specifically: yearly training, meetings with SART, and meetings with Domestic Violence Council.
- Victim/Witness staff and Inyo County Sheriff's Department staff will continue to coordinate the provision of services to victims of all types of crime, as they have traditionally, by fostering a close working relationship, sharing of training and experience. The ultimate goal being to provide comprehensive services that will facilitate victims achieving a faster and more complete recovery from the effects of crime.

We, the undersigned, as authorized representatives of Inyo County Sheriff's Department and Inyo County Victim/Witness Assistance Program, do hereby approve this document and agree that it shall be in effect until June 30, 2021.


For Inyo County Sheriff:



William Lütze, Sheriff

6-13-18
Date

For Inyo County Victim/Witness Assistance Program:



Thomas L. Hardy, Project Coordinator

6-13-18
Date

OPERATIONAL AGREEMENT

This Operational Agreement stands as evidence that the Inyo County Victim/Witness Assistance Program and the California Highway Patrol intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in Inyo County. Both agencies believe that the implementation of this proposal, as describes herein, will further this goal. To this end, each agency agrees to participate in the program, if selected for funding, by coordinating/providing the following services:

The Inyo County Victim/Witness Assistance Program will closely coordinate the following services with the California Highway Patrol through:

- Program staff being readily available to the California Highway Patrol for service provision through mutual cooperation and service provision to victims of crime;
- Meetings yearly between Victim/Witness Advocacy staff and the California Highway Patrol.

❖ Specifically: Yearly joint training

- Victim/Witness staff and the California Highway Patrol staff will continue to coordinate the provision of services to victims of all types of crime, as they have traditionally, by fostering a close working relationship, sharing of training and experience. The ultimate goal being to provide comprehensive services that will facilitate victims achieving a faster and more complete recovery from the effects of crime.

We, the undersigned, as authorized representative of the California Highway Patrol and Inyo County Victim/Witness Assistance Program, do hereby approve this document and agree that it shall be in effect until June 30, 2021.

For California Highway Patrol:



Javier Dominguez, Captain

06/19/18

Date

For Inyo County Victim/Witness Assistance Program:



Thomas L. Hardy, Project Coordinator

7/6/18

Date

OPERATIONAL AGREEMENT

This Operational Agreement stands as evidence that the Inyo County Victim/Witness Assistance Program and the Inyo County Probation Department intend to work together toward the mutual goal of providing maximum available assistance for crime victims residing in Inyo County. Both agencies believe that the implementation of this proposal, as describes herein, will further this goal. To this end, each agency agrees to participate in the program, if selected for funding, by coordinating/providing the following services:

The Inyo County Victim/Witness Assistance Program will closely coordinate the following services with the Inyo County Probation Department through:

- Program staff being readily available to Inyo County Probation Department for service provision through mutual cooperation and service provision to victims of crime;
- Meetings yearly, and six times a year generally, between Victim/Witness Advocacy staff and Inyo County Probation Department staff on the Domestic Violence Council.
 - ❖ Specifically: Yearly training for staff, and meetings with Domestic Violence Council members.
- Victim/Witness staff and Inyo County Probation Department staff will continue to coordinate the provision of services to victims of all types of crime, as they have traditionally, by fostering a close working relationship, sharing of training and experience. The ultimate goal being to provide comprehensive services that will facilitate victims achieving a faster and more complete recovery from the effects of crime.

We, the undersigned, as authorized representative of Inyo County Probation Department and Inyo County Victim/Witness Assistance Program, do hereby approve this document and agree that it shall be in effect until June 30, 2021.

For Inyo County Probation
Department:



Jeff Thomson, Chief Probation Officer

6/14/18
Date

For Inyo County Victim/Witness
Assistance Program:



Thomas L. Hardy, Project Coordinator

6/25/18
Date



Operational Agreement

This Operational Agreement stands as evidence that Wild Iris Family Counseling & Crisis Center (Wild Iris) and Inyo County District Attorney serving Inyo County intend to work toward the mutual goal of providing maximum available assistance for victims/survivors of domestic violence and/or sexual assault. Each agency agrees to participate in the program by providing the following services from May 1, 2018 through April 30, 2021.

Wild Iris agrees to:

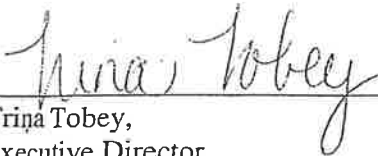
- Ensure that crisis counseling staff and volunteers will be readily available to provide supportive services to survivors of domestic violence and sexual assault. These services shall be provided through Wild Iris' 24-hour crisis hotline and direct request during regular business hours. Services may include but are not limited to: immediate crisis intervention; emergency shelter; individual and group peer counseling; advocacy and accompaniment to legal, medical, and social service appointments, law enforcement interviews and other agencies as appropriate; parenting and co-parenting classes; and financial aid including emergency food, clothing, housing assistance, and transportation.
- Provide training and community awareness about Wild Iris and its services to your agency staff at the request of your agency.
- Work together on task force(s) to ensure compassionate, effective, and complete response to survivors.
- Work together on task force(s) and other community outreach programs to enhance community education and outreach for increased project awareness.
- At the request of the victim, coordinate services to victims when appropriate to avoid overlap, duplication, and gaps in services.

Inyo County District Attorney agrees to:

- Refer all domestic violence and sexual assault survivors to Wild Iris as appropriate.
- Assist with transportation of victims (when feasible) to a place of safety.
- At the request of the victim, Wild Iris staff/volunteer may be allowed to be present at interviews to provide support to victims.
- Work together on task force(s) to ensure compassionate, effective, and complete response to victims.
- Work together on task force(s) and other community outreach programs to enhance community education and outreach for increased project awareness.
- Coordinate services to victims to avoid overlap, duplication, and gaps in services.
- Make available to your agency staff opportunities to receive domestic violence/sexual assault education from Wild Iris staff/volunteers.
- Make available to Wild Iris staff/volunteers training on your agency's procedures & policies regarding domestic violence/sexual assault victims/survivors and services and resources available for clients when asked.
- Accept referrals from Wild Iris staff/volunteers, with client's permission, for appropriate services from your agency.
- Provide those services as appropriate to the needs of the client.

We, the undersigned, as authorized representatives of Wild Iris and Inyo County District Attorney hereby approve this document.

For Wild Iris:



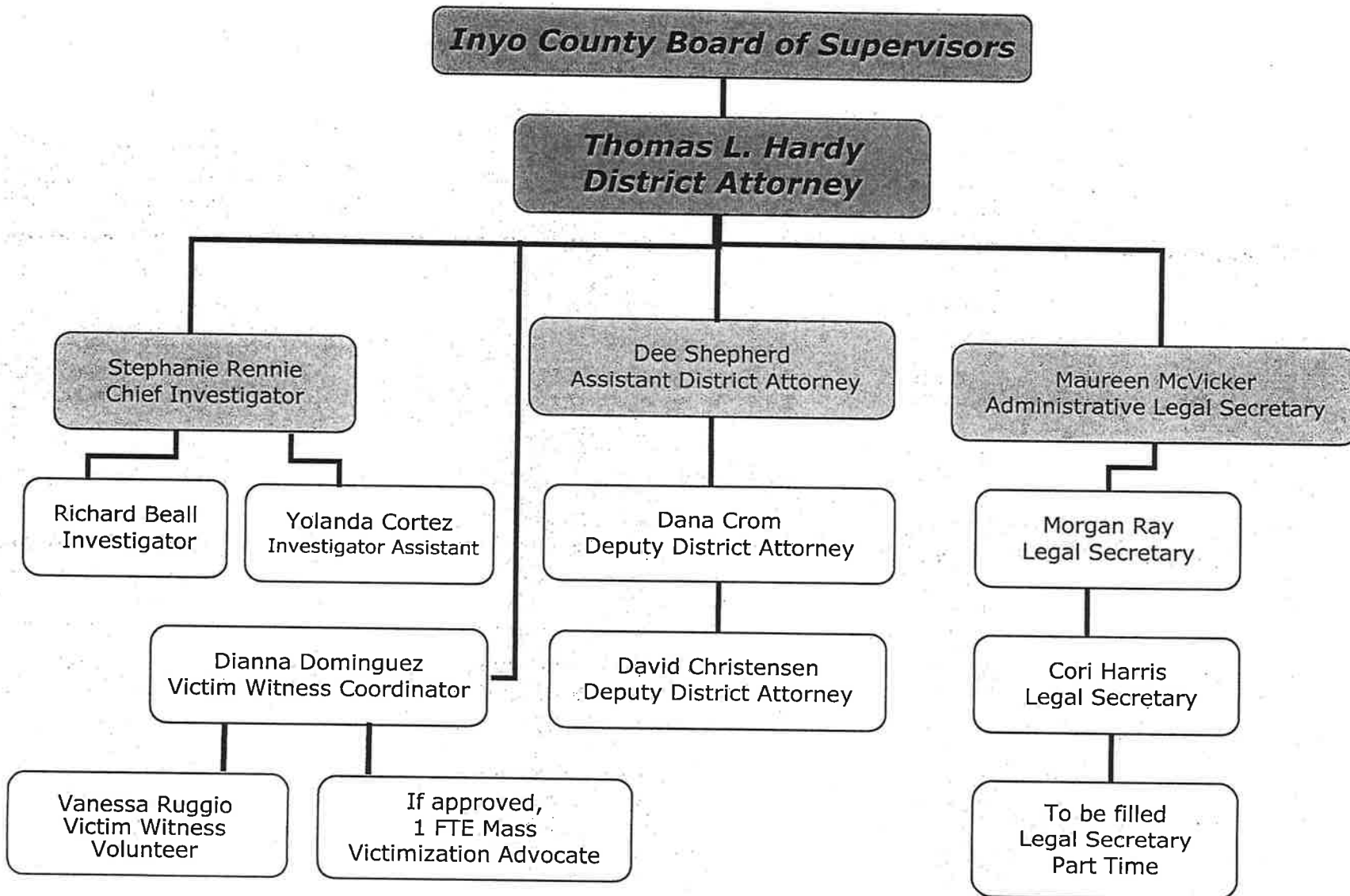
Triana Tobey,
Executive Director

For Inyo County District Attorney:



Thomas Hardy,
District Attorney

INYO COUNTY DISTRICT ATTORNEY



**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT**

Subrecipient: County of Inyo with Match Waiver	DUNS #: 010706687	FIPS #: 027-00000 1126
Grant Disaster/Program Title: Victim Witness Assistance Program		
Performance Period: 10/01/18 to 09/30/19	Subaward Amount Requested: \$ 302,106 292,112 Rm	
Type of Non-Federal Entity (Check Box)	<input type="checkbox"/> State Gov. <input checked="" type="checkbox"/> Local Gov. <input type="checkbox"/> JPA <input type="checkbox"/> Non-Profit <input type="checkbox"/> Tribe	

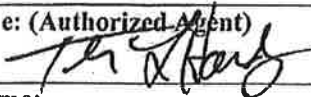
Per Title 2 CFR § 200.331, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, *grant manager* is the individual who has primary responsibility for day-to-day administration of the grant, *bookkeeper/accounting staff* means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and *organization* refers to the subrecipient applying for the award, or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	<3 years
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	<3 years
3. How many grants does your organization currently receive?	1-3 grants
4. What is the approximate total dollar amount of all grants your organization receive?	\$ 302,106
5. Are individual staff members assigned to work on multiple grants?	No
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	Yes
7. How often does your organization have a financial audit?	Annually
8. Has your organization received any audit findings in the last three years?	No
9. Do you have a written plan on how you charge costs to grants?	Yes
10. Do you have written procurement policies?	Yes
11. Do you get multiple quotes or bids when buying items or services? (when required by County Policy)	Sometimes
12. How many years do you maintain receipts, deposits, cancelled checks, invoices, etc.?	>5 years
13. Do you have procedures to monitor grant funds passed through to other entities?	N/A

Certification: This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.

Signature: (Authorized Agent) 	Date: 10-9-2018
Print Name: Thomas L. Hardy,	Print Title: Inyo County District Attorney

PROJECT SERVICE AREA INFORMATION

1. COUNTY OR COUNTIES SERVED: Enter the name(s) of the county or counties served by the project. Put an asterisk where the project's principal office is located.

Inyo County

2. U.S. CONGRESSIONAL DISTRICT(S): Enter the number(s) of the U.S. Congressional District(s) which the project serves. Put an asterisk for the district where the project's principal office is located.

Rm * 8th

3. STATE ASSEMBLY DISTRICT(S): Enter the number(s) of the State Assembly District(s) which the project serves. Put an asterisk for the district where the project's principal office is located.

Rm * 26th

4. STATE SENATE DISTRICT(S): Enter the number(s) of the State Senate District(s) that the project serves. Put an asterisk for the district where the project's principal office is located.

Rm * 8th

5. POPULATION OF SERVICE AREA: Enter the total population of the area served by the project.

18,000



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
17

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

FROM: HEALTH & HUMAN SERVICES AND RISK MANAGEMENT

FOR THE BOARD MEETING OF: March 26, 2019

SUBJECT: Appointment of Inyo County HIPAA Privacy Officer

DEPARTMENTAL RECOMMENDATION:

Request Board appoint Meaghan McCamman, HHS Assistant Director, as the HIPAA Privacy Officer for Inyo County for purposes of the federal Health Insurance Portability and Accountability Act (HIPAA), and authorize the HIPAA Privacy Officer to modify and/or develop required processes and procedures necessary to comply with the HIPAA requirements.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Health Insurance Portability and Accountability Act (HIPAA) became public law (P.L. 104-191) in 1996. HIPAA was introduced to improve the portability and continuity of health insurance coverage in group and individual markets, to combat waste, fraud, and abuse in health insurance and health care delivery. Certain administrative requirements were intended to improve the efficiency and effectiveness of the entire health care system through national standardization of electronic transactions and code sets. The HIPAA Privacy Rule established requirements for the handling of certain health care information to ensure privacy of patient/client care information.

HIPAA regulations require that the County appoint a HIPAA Privacy Officer to develop and implement countywide policies and procedures relating to the safeguarding of protected health information, and to receive formal complaints relating to breaches of such protections. Such protected health information specifically is maintained in various HHS programs, including Public Health, Behavioral Health, Child and Adult Protective Services, ESAAA, IHSS, as well as in Probation, the Jail, Risk Management and possibly other County departments.

The former HIPAA Privacy Officer left the Department in September 2018. Meagan McCamman, HHS Assistant Director, is able to meet the requirements as the HIPAA Privacy officer and is able work closely with the Risk Manager and impacted County programs as the HIPAA Privacy Officer. The HHS Department and Risk Manager respectfully request your Board appoint Ms. McCamman as the Inyo County HIPAA Privacy Officer.

ALTERNATIVES:

The County would be in violation of federal law should Board choose not to appoint a HIPAA Privacy Officer.

OTHER AGENCY INVOLVEMENT:

The federal government

FINANCING:

There is no financing involved in this request.

APPROVALS

COUNTY COUNSEL:

AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)*



Approved: yes Date: 3-7-19

RISK MANAGER:



Approved: YES Date: 3-7-19

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)



Date: 3/7/19



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 18

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

FROM: HEALTH & HUMAN SERVICES

FOR THE BOARD MEETING OF: March 26, 2019

SUBJECT: Agreement between Inyo County, California Governors' Office of Emergency Services (OES) Mutual Aid Region VI, and counties of Imperial, Mono, Riverside, San Bernardino and San Diego.

DEPARTMENTAL RECOMMENDATION:

Request your board approve the agreement between the signatory counties of the California Governors' Office of Emergency Services (OES) Mutual Aid Region VI, including Counties of Imperial, Inyo, Mono, Riverside San Bernardino and San Diego to provide mutual assistance during a medical and health emergency, disaster or catastrophic event.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This California Mutual Aid Region VI Cooperative Agreement replaces an existing Region VI Cooperative Agreement that Inyo County originally entered into in 1990. This agreement is in preparation for the potential of a medical and health emergency, disaster or catastrophic event capable of overwhelming local ability to respond and recover. The agreement will provide needed assistance to the extent it is reasonably available and possible to any participating Counties without compromising each County's medical and health disaster responsibilities consistent with the Standardized Emergency Management System (SEMS).

Services included within this agreement are each County's Public Health, Emergency Medical Services, Behavioral/Mental Health, Environmental Health and other departments involved in the provision of medical and health disaster response. These services may be requested by the affected County's Medical Health Operational Area Coordinator (MHOAC), Local Health Officer (LHO), Emergency Medical Services (EMS) Administrator or authorized designee through the Office of Emergency Service (OES) Region VI Disaster Medical Health Coordination System.

The term of this agreement becomes effective upon execution by two or more Counties and will remain in effect through June 30, 2023 at which time the agreement may be renewed for a period not to exceed 5 years. Any County may terminate participation in this agreement with a ninety (90) day written notice to other participating Counties.

ALTERNATIVES:

The Board could choose not to approve this agreement which would reduce access to medical and health disaster resources during an emergency. This is not recommended as Inyo County has limited local resources in order to respond and recover from a potential emergency, disaster or catastrophic event.




OTHER AGENCY INVOLVEMENT:

Emergency Medical Services, Behavioral/Mental Health, Environmental Health and other departments involved in medical and health disaster response.

FINANCING:

A requesting County shall be financially responsible for costs incurred by the Providing County as outlined in Agreement #5 and Agreement #6 of the Mutual Aid Agreement.

APPROVALS

COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.) Approved: <u>yes</u> Date: <u>2/28/19</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>3/1/2019</u>
PERSONNEL DIRECTOR: 	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.) Approved: <u>J</u> Date: <u>3/6/19</u>

Risk: Carson Holmberg yes 3/6/2019

DEPARTMENT HEAD SIGNATURE: M. Lynn Mason Date: 3/7/19
(Not to be signed until all approvals are received)

**California Mutual Aid Region VI
Intra-Region Cooperative Agreement
For Emergency Medical and Health Disaster Services**

This Agreement is made and entered into effective this ____ day of _____, 2019 by and between the signatory counties of the California Governors' Office of Emergency Services (OES) Mutual Aid Region VI, that have executed this Agreement, including the Counties of Imperial, Inyo, Mono, Riverside, San Bernardino and San Diego (hereinafter referred to individually as the "County" and collectively as the "Counties") and shall take effect as provided in paragraph 2 below.

RECITALS

WHEREAS, there exists a great potential for a medical and health emergency, disaster or catastrophic event capable of overwhelming local ability to respond to and recover from; and

WHEREAS, in preparation for this threat, the signatories of this document, singularly and severally, agree to assist any participating Counties by providing assistance to the extent it is reasonably available and possible without compromising each County's medical and health disaster responsibilities consistent with the Standardized Emergency Management System (SEMS); and

WHEREAS, the OES Region VI Regional Disaster Medical Health Coordinator (RDMHC), selected in accordance with California Health and Safety Code, Division 2.5, Section 1797.152 (a), is responsible for regional coordination of medical and health disaster assistance within OES Region VI when so requested by an affected County of Region VI; and

WHEREAS, each Medical Health Operational Area Coordinator (MHOAC), the Local Health Officer, and the Emergency Medical Services (EMS) Administrator, in accordance with California Health and Safety Code, Division 2.5, Section 1797.153, works in collaboration with their respective Operational Area Office of Emergency Services to follow Operational Area protocols and procedures; and

WHEREAS, each County is desirous of providing a reasonable and reciprocal exchange of services where feasible and appropriate; and

WHEREAS, this Agreement is made and entered into by and between the Counties for those agencies within their respective jurisdictions capable of providing emergency medical and health disaster services; and

WHEREAS, each County has emergency equipment and supplies which can be made available, in the spirit of cooperation and mutual assistance, under this Agreement; and

WHEREAS, each County enters into this Agreement for the prudent use and reimbursement of emergency medical and health disaster services, resources, supplies and/or equipment utilized in assisting any County participating in this Agreement with emergency management related tasks and activities.

DEFINITIONS

1. **Regional Disaster Medical and Health Coordination Program:** Each OES Mutual Aid Region has a Regional Disaster Medical and Health Coordination Program. The Regional Disaster Medical and Health Coordination Program is made up of the Regional Disaster Medical and Health Coordinator (RDMHC) and the Regional Disaster Medical and Health Specialist (RDMHS).
2. **Regional Disaster Medical and Health Coordinator (RDMHC):** An appointed position in each of the six OES Mutual Aid Regions. The RDMHC coordinates disaster information and medical and health mutual aid and assistance within the OES Mutual Aid Region or in support of another affected OES Mutual Aid Region.
3. **Regional Disaster Medical and Health Specialist (RDMHS):** The RDMHS directly supports regional preparedness, response, mitigation and recovery activities. The RDMHS coordinates information as well as medical and health mutual aid and assistance within the OES Mutual Aid Region or in support of another affected OES Mutual Aid Region during an emergency response.
4. **OES Mutual Aid Region:** A geographical subdivision of California, made up of multiple Operational Areas, established to assist in the application, administration and coordination of mutual aid and other emergency-related activities. California's 58 Operational Areas are divided into six Mutual Aid Regions
5. **Medical Health Operational Area Coordinator (MHOAC):** Within each Operational Area, the Health and Safety Code authorizes the County Health Officer and local Emergency Medical Services Administrator to jointly act as the MHOAC or appoint another individual to fulfill the responsibilities. The MHOAC is responsible for medical and health disaster planning and for the provision of medical and health mutual aid within the Operational Area.
6. **California Public Health and Medical Emergency Operations Manual (EOM):** The EOM was developed by a workgroup of representatives and subject matter experts from local and state medical and health agencies. The EOM provides guidance on the roles, procedures, and coordination between California's many partners in the Public Health and Medical System.
7. **1997 Inter-Region Cooperative Agreement:** An inter-region Agreement that allows for the provision of medical and health services, resources, supplies and equipment. This Agreement is currently in effect and signed by 11 Counties within OES Mutual Aid Region I and Region VI. The 11 signatory counties include: Imperial, Inyo, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura.
8. **Standardized Emergency Management System (SEMS):** Guidelines intended to assist those responsible for implementing emergency preparedness and response activities by explaining principles and operating concepts. SEMS describes functions at field response, local government, operational area, region, and state levels and the relationship among each.

9. Providing County: The government entity providing medical and health services, resources, supplies and/or equipment.
10. Requesting County: The government entity requesting medical and health services, resources, supplies and/or equipment.

NOW THEREFORE, it is agreed as follows:

1. This Agreement is made by and between the Counties with respect to services provided by each County's Public Health, Emergency Medical Services, Behavioral/Mental Health, Environmental Health and other departments involved in the provision of medical and health disaster response services.
2. This Agreement shall become effective upon its execution by two or more Counties and shall remain in effect through June 30, 2023. At the option of all executing Counties, this Agreement may be renewed for successive periods not to exceed five (5) years each.
3. The MHOAC, the Local Health Officer, EMS Administrator or authorized designee from an affected County within OES Region VI may request emergency medical and health disaster services through the OES Region VI Disaster Medical Health Coordination System in accordance with the California Public Health and Medical Emergency Operations Manual (EOM), and the Standardized Emergency Management System (SEMS). A request for assistance pursuant to this Agreement that is submitted and mediated by the RDMHC Program to arrange for specific coordinated resources by one or more Providing Counties, shall establish a formal request by the Requesting County for purposes of initiating both Providing County mutual assistance and Requesting County financial responsibility obligations.
4. In responding to the request of an affected County (hereinafter referred to as "Requesting County") or to OES Region VI as a whole, each Providing County (hereinafter referred to as "Providing County") shall provide emergency medical and health disaster assistance to the extent it is reasonably available and to meet the requested needs.
5. A Requesting County shall be financially responsible for costs incurred by the Providing County in paying emergency medical and health disaster personnel assisting the Requesting County; and for associated travel-related expenses such as lodging, mileage and meals at the Providing County's rates. For resource requests that include supplies and consumables, the Providing County will be financially responsible for the actual costs of the supplies and consumables used by personnel who responded to Requesting County's request for such assistance. In addition, the Requesting County shall be financially responsible for up to ten percent of the responding personnel salary and benefits as indirect costs of the Providing County's administration staff directly responsible for documentation and county to county financial reimbursement submission efforts. Accurate records and documents related

to assistance requests hereunder shall be maintained by both the Requesting and Providing County.

6. Where equipment is furnished, the Requesting County shall be financially responsible for amortizing a reasonable portion of the lifetime costs of that equipment (if requested to do so by the Providing County), for repairing any damage that occurs, and for replacing any equipment lost, stolen or destroyed while such equipment is furnished to and operated directly by the Requesting County.
7. Release or reassignment of assistance personnel, supplies and equipment among the Counties in OES Region VI, shall be coordinated by the Region VI RDMHC Program, the Requesting County and the Providing County.
8. The Requesting County is the controlling authority for use of emergency medical and health disaster services within its jurisdiction. In those instances where the Providing County's personnel arrive on scene before the Requesting County's personnel, the Providing County's personnel will take only such action as determined reasonably necessary to address the emergency situation. For purposes of paragraph 14 of this agreement, the actions and omissions of Providing County's personnel after Requesting County's personnel arrive on scene and assert controlling authority over Providing County's personnel shall be presumed to be at the Requesting County's direction.
9. Within one hundred eighty (180) days following its initial provision of services and/or supplies pursuant to this Agreement, or on such other time schedule as is agreed upon by the Requesting and Providing Counties, a Providing County shall present its billing and a precise accounting of its actual costs plus indirect costs, for the provision of services and/or supplies to the Requesting County. If the provision of services and/or supplies pursuant this Agreement lasts longer than 180 days, the Providing County shall present subsequent billings at least once every 90 days. The Requesting County shall pay each billing within one hundred eighty (180) days of its receipt.
10. In the event of disagreement or dispute as to the amount of the bill, the requesting and providing MHOACs will review all documentation and settle on a mutually agreed upon solution, consistent with paragraph 5 of this agreement.
11. In the event the requesting and providing MHOACs are unable to resolve the disagreement or dispute within thirty calendar days, or sooner upon joint provision of notice to their respective County Executive or Administrative Officers, the requesting and receiving County Executive/Administrative Officers will review all documentation and settle on a mutually agreed upon solution, consistent with paragraph 5 of this agreement.
12. In the event the County Executive/Administrative Officers are unable to resolve the disagreement or dispute within thirty calendar days, either party may pursue any and all remedies available at law or in equity.

13. Any County that is a party to this Agreement may terminate its participation in this Agreement upon ninety (90) days advance written notice to the other participating Counties.
14. The Requesting County shall indemnify, defend at its own expense, and hold harmless the Providing County and its authorized agents, officers, volunteers and employees from any and all liability claims, loses, damages, or expenses, including reasonable attorneys' fees, for personal injury (including death) or damage to property or loses (collectively, "Claims") arising from acts or omissions of Requesting County or its authorized agents, officers, volunteers and employees during the course of Providing County rendering services pursuant to the Requesting County's request for assistance. Providing County shall promptly notify Requesting County of any asserted Claims known to Providing County that may be subject to defense or indemnification by Requesting County, and shall assert all available defenses and shall not concede liability or settle any such Claims until Requesting County has had a reasonable opportunity to acknowledge or disclaim its obligation to defend and indemnify Providing County. Providing County shall cooperate in the defense of any Claims which Requesting County decides to defend.

The Providing County shall indemnify, defend at its own expense, and hold harmless the Requesting County and its authorized agents, officers, volunteers and employees from any and all liability, claims, loses, damages, or expenses, including reasonable attorneys' fees, for personal injury (including death) or damage to property or losses (collectively, "Claims") arising from acts or omissions of Providing County or its authorized agents, officers, volunteers and employees in the course of rendering services pursuant to the Requesting County's request for assistance (excluding acts or omissions that are a direct result of a Requesting County's direction). Requesting County shall promptly notify Providing County of any asserted Claims known to Requesting County that may be subject to defense or indemnification by Providing County, and shall assert all available defenses and shall not concede liability or settle any such Claims until Providing County has had a reasonable opportunity to acknowledge or disclaim its obligation to defend and indemnify Requesting County. Requesting County shall cooperate in the defense of any Claims which Providing County decides to defend.

If a Claim is asserted against or potentially implicates both Requesting County and one or more Providing Counties based on asserted concurrent acts, errors, omissions or negligence, whether active or passive, the counties shall cooperate in the defense or settlement of the claim, shall each bear their own defense costs, and shall apportion any cost or liability among themselves as adjudicated by a court or as agreed for Claims that are settled. However, no Providing County shall have any liability for acts or omissions that are a direct result of a Requesting County's direction, and no county shall have any obligation to defend or indemnify another

county from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of the other county or its Related Parties.

15. Each County shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. The Providing County's Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of Requesting County for all work and services provided by Providing County pursuant to this Agreement.
16. Many of the emergency medical and health disaster personnel provided under this agreement are public employees. During disaster situations, under California Government Code Section 3100, public employees are designated as Disaster Service Workers. The Providing County's Workers' Compensation covers any work-related injuries suffered by emergency medical and health disaster personnel resources when deployed. Emergency medical and health disaster personnel must immediately report any injury suffered while deployed to their assigned deployment supervisor, their MHOAC, and home agency.
17. Each County shall procure and maintain, during the entire term of this Agreement the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors. Each County may fulfill some or all of these requirements under a plan of self-insurance:
 - A. General Liability. Comprehensive General Liability Insurance protection which covers all the work and services to be performed by the Counties under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$5,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
 - Automobile/Aircraft/Watercraft Liability Insurance. Comprehensive Automobile/Aircraft/Watercraft Liability Insurance protection for bodily injury (including death) and property damage which provides total limits of not less than \$5,000,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the

Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in County's Pollution Liability policy.

18. Except as expressly stated, this Agreement expresses all understandings of the Counties concerning all matters covered and shall constitute the entire Agreement, whether by written or verbal understanding of the Counties, their officers, agents or employees. This Agreement does not replace, but exists as a supplement to the 1997 Inter-Region Cooperative Agreement for Emergency Medical and Health Disaster Assistance. No change or revisions shall be valid unless made in the form of a written amendment to this Agreement that is formally approved and executed by all the signatory Counties.
19. This Agreement supersedes the 1990 Region VI Disaster Medical/Health System Inter-County Cooperative Agreement and shall in no way affect or have any bearing on any preexisting resource assistance or mutual assistance made individually by any of the Counties to include but not limited to fire and rescue services, law enforcement, and emergency management. To the extent an inconsistency exists between such contract and this Agreement, the former shall control and prevail.
20. This Agreement does not relieve any of the Counties from the necessity and obligation of using its own resources for furnishing emergency medical and health disaster services within any part of its jurisdiction.
21. A Providing County's response to a request for assistance will be dependent upon the existing emergency conditions with its jurisdiction and the status of its resources.
22. This Agreement shall not be construed as, or deemed to be an agreement for the benefit of any person or entity not a party hereto, and any person or entity who is not a party hereto shall not have a right of action hereunder for any cause whatsoever.
23. Where written notice is required under this agreement it shall be sent by Certified Mail to each Region VI MHOAC. Each party shall provide the RDMHC Program updated contact information when changes occur. The RDMHC Program will distribute a contact list to all parties of this agreement.
24. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, the appropriate authority of each County has caused this Agreement to be subscribed on their behalf by their respective duly authorized officers, on the day, month and year noted.

(ONE OF THESE FOR EACH COUNTY IN REGION VI)

(Inyo County)

IN WITNESS WHEREOF, the parties hereto have executed this contract.

COUNTY OF INYO

Date: _____

By: _____
Richard Pucci, Chairperson
Inyo County Board of Supervisors



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
Only:

AGENDA NUMBER

19

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

FROM: Public works

FOR THE BOARD MEETING OF: *MAR 26 2019*

SUBJECT: Award the Contract for the Jail Water Heater Re-Pipe Project

DEPARTMENTAL RECOMMENDATIONS:

Request your Board:

- A) Award the bid for the project to Mesa Energy Systems, Inc. of Bakersfield, California.
- B) Award the construction contract for the base bid of the Project to Mesa Energy Systems, Inc. of Bakersfield, California, in the amount of \$139,800.00
- C) Authorize the chairperson to execute the contract; contingent upon obtaining appropriate signatures.
- D) Authorize the Public Works Director to execute all other contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable law.

CAO RECOMMENDATIONS:

SUMMARY DISCUSSION:

At the December 4th, 2018 meeting of the Board of Supervisors, the Board approved the plans and specifications for the Jail Water Heater Re-Pipe Project located at the Inyo County Jail and authorized the public works director to advertise for bids for the project.

On February 22, 2019, bids were opened for the Jail Water Heater Re-Pipe Project.

Three (3) companies submitted bids:

1) Deans Plumbing and Heating, of Bishop, California	\$168,801.00
2) HPS Mechanical, Inc. of Bakersfield, California	\$328,928.00
3) Mesa Energy Systems, Inc. of Bakersfield, California	\$139,800.00

All bids were reviewed and Mesa Energy Systems, Inc. was determined to be the lowest responsible, responsive bidder to the Project bid proposal requirements.

ALTERNATIVES:

The Board could choose not to award the bid and construction contract for the Project. This is not recommended as the lowest bid received fits in the budget allocated for this project.

OTHER AGENCY INVOLVEMENT:

Public Works for its role in Project implementation.
County Counsel for the review of contracts and this agenda item.
Auditor for the payment of all invoices.

FINANCING:

The cost for this project will be paid through budget 011501 – Deferred Maintenance, Object Code 5191 Maintenance of Structures. There is \$160,000.00 allocated for this project in the 18-19 budget

APPROVALS

COUNTY COUNSEL:

D Chuchla

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

Approved: yes Date 3/16/19

AUDITOR/CONTROLLER

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

Amy Stephens

Approved: yes Date 3/18/19

PERSONNEL DIRECTOR

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

Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature]

Date: 2019.03.11

COUNTY OF INYO BID TABULATION

Project Title & Bid No. Jail Water Re-Pipe Project NO. ZP-18-023

Bid Opening Date: 07-22-19 **Location:** County Admin Center

	<i>BIDDER NAME</i>	<i>Base Bid</i>	<i>Bid Additive A</i>	<i>Bid Additive B</i>	<i>Bid Additive C</i>	<i>Total Base Bid and Additives</i>	<i>Bond</i>
1.	Deans Plumbing & Heating					168,801	✓
2.	HPS Plumbing Services					329,928	✓
3.	Mesa Energy Systems Inc.					139,800	✓
4.							
5.							
6.							
7.							
8.							
9.							
10.							

Opened By: Daruy Ellis

Present: Chris Cox, Martin Orozco, Ashley Helms,
Casey Dean, Andy Boxley, Roy Treels





AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

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

For Clerk's Use
Only:

AGENDA NUMBER

20

FROM: Public Works Department

FOR THE BOARD MEETING OF: MAR 26 2019

SUBJECT: Resolution and Notice of Completion for the Whitney Portal Road and Horseshoe Meadows Road Permanent Restoration Project.

DEPARTMENTAL RECOMMENDATIONS:

1. Recommend your Board approve the resolution accepting the improvements of the Whitney Portal Road and Horseshoe Meadows Road Permanent Restoration Project (Project); and,
2. Authorize the Public Works Director to record the Notice of Completion for the Project.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On August 7th, 2018 the County awarded the construction contract for the Project to Bowman Asphalt, Inc., of Bakersfield, CA for a price of \$264,434.00. This project repaired damage caused in the January 2017 "Rocky Road" storm, and is funded by the Federal Highway Administration's Emergency Relief Program, which is administered by Caltrans.

On November 14th, 2018 the final inspection was performed and the installation was determined to be complete to the satisfaction of the Public Works Director. Accordingly, the Director is requesting that the Board adopt the attached Resolution, which accepts the completed improvements and authorizes the Public Works Director to record a Notice of Completion for the project. The final cost of the project is \$241,529.76.

ALTERNATIVES: The Board could choose not to approve the resolution. Consequently, the project would not be formally accepted and the Notice of Completion (NOC) could not be filed. This is not recommended, because the work was satisfactorily completed, and the 5% retention cannot be paid to the contractor until the NOC is recorded.

OTHER AGENCY INVOLVEMENT: County Counsel has reviewed the resolution. The County Auditor's office will pay the final invoice.

FINANCING: The costs for construction and construction engineering for this project are paid through budget unit 034600, Road Department, object code 5700, Construction in Progress. This Project is reimbursable at the billing rates: construction and construction engineering – 88.53% Emergency Relief Program funding.

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.)
E. Chuchla Approved: yes Date 3/6/19

AUDITOR/CONTROLLER ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)
Myr Stepien Approved: yes Date 3/6/19

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

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) *[Signature]* Date: 2019.03.11

RESOLUTION #2019 - __

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE
COUNTY OF INYO, STATE OF CALIFORNIA
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION
FOR THE WHITNEY PORTAL ROAD AND HORSESHOE MEADOWS ROAD
PERMANENT RESTORATION PROJECT**

WHEREAS, Michael Errante, Director of the Public Works Department of the County of Inyo, has determined that the Whitney Portal Road and Horseshoe Meadows Road Permanent Restoration Project has been completed by Bowman Asphalt Inc., of Bakersfield, CA in accordance with the Project Plans and Specifications.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Whitney Portal Road and Horseshoe Meadows Road Permanent Restoration Project.

Passed, approved and adopted this _____ day of _____, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson, Board of Supervisors

ATTEST:

Clint Quilter, Clerk of the Board

by _____
Assistant Clerk of the Board

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

**Inyo County Public Works Department
P. O. Drawer Q
Independence, CA 93515**

The area above this line is for Recorder's Use

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A work of improvement known as the Whitney Portal Road and Horseshoe Meadows Road Permanent Restoration Project on the property hereinafter described was completed on November 14, 2018 and was accepted by the Inyo County Board of Supervisors on _____.
2. The property on which the Whitney Portal Road and Horseshoe Meadows Road Permanent Restoration Project has been completed is located in the County of Inyo, near the town of Lone Pine, CA.
3. The County of Inyo, a political subdivision of the State of California, the address of which is 224 North Edwards Street, P.O. Drawer N, Independence, CA 93526, maintains the Whitney Portal Road and Horseshoe Meadows Road.
4. The undersigned Michael Errante is the Director of Public Works of the County of Inyo and has been duly authorized pursuant to the Resolution adopted _____, 2019, by the Board of Supervisors of the County of Inyo to execute and file this Notice of Completion.
5. The name of the original contractor that completed the Whitney Portal Road and Horseshoe Meadows Road Permanent Restoration Project pursuant to contract with the owner is Bowman Asphalt Inc., of Bakersfield, CA.

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

COUNTY OF INYO

Dated: _____

By: _____
Michael Errante, Director of Public Works

VERIFICATION

STATE OF CALIFORNIA)
) SS.
COUNTY OF INYO)

I, Michael Errante, hereby declare: That I am the Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the Whitney Portal Road and Horseshoe Meadows Road Permanent Restoration Project, and which entity is the owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity's behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

Dated: _____

Michael Errante, Director of Public Works



AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
Only:

AGENDA NUMBER

21

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

FROM: Public Works/ Road Department

FOR THE BOARD MEETING OF: MAR 26 2019

SUBJECT: Request authorization to purchase 3000 Tons of Plant (Cold) Mix Asphalt for the Bishop Road Yard.

DEPARTMENTAL RECOMMENDATIONS:

Request your Board approve the purchase of 3000 Tons of Cold Mix Asphalt from Granite Construction Company of Bakersfield, CA in an amount not to exceed \$429,562.50.

SUMMARY DISCUSSION:

The Road Department solicited bids from suppliers of cold mix asphalt in February, 2019 to stock the Bishop Road Yard for the 2019 season. The stockpiled material will be used for maintenance work on Inyo County roads to be completed under the SB-1 program. Bids were opened on March 6, 2019, and three bids were received:

- | | |
|--|--------------|
| 1. Granite Construction Company of Bakersfield, CA | \$429,562.50 |
| 2. Bing Materials of Gardnerville, NV | \$410,760.00 |
| 3. Wulfenstein Construction Co., Inc. of Pahrump, NV | \$415,522.86 |

The Road Department has reviewed the bids and they have been found to be responsive.

Wulfenstein Construction left CA sales tax off of their bid but noted as an exception that the buyer is to pay all applicable state sales tax. Including the sales tax and correcting a math error in their proposal would bring Wulfenstein's bid to \$445,942.50.

There is a local business contracting preference of 8% for this request for bids. Granite Construction has filed an Affidavit of Eligibility to certify their standing as a local business as defined in Section 6.06 of the Inyo County Code. Granite Construction's bid falls within the 8% contracting preference of the apparent low bidder, Bing Materials. Per County Code Section 6.06.040, "If the lowest responsive bid is not submitted by a local business or a small business, the lowest responsive bid submitted by a local business that is within eight percent of the lowest responsive bid... shall be considered the low bid and that business shall be awarded the contract." Given above discussion, Granite Construction should be considered the low bid.

The Road Department is recommending your Board authorize the purchase of 3000 Tons of Cold Mix Asphalt from Granite Construction Company, to be delivered to the Bishop Road Yard. The total expense, including delivery and taxes, is not to exceed \$429,562.50.



ALTERNATIVES: Your Board could choose not to approve this purchase. This is not recommended, as the materials are needed to perform necessary road maintenance projects. If the purchase is not approved, the Road Department would need to re-advertise the Bid Package which would delay maintenance work and could result in less favorable bids.

OTHER AGENCY INVOLVEMENT:

County Counsel for review of agenda request and approval of purchase order agreement.
Auditor's Office for payment of invoices.

FINANCING:

The funding for these asphalt materials to be used in routine maintenance will be paid from the Road Department Budget 034600, Object Code 5309 Road Material.

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>3/13/19</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>3/14/19</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date _____

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)  Date: 2019.03.14

Memo

To: County Counsel
From: Public Works, Trevor Taylor
Date: 3/7/2019
Re: Review of Bids Received, Local Contractor Preference Interpretation, Bid Rejection

On March 6th, 2019 bids were opened for the procurement of Plant (Cold) Mix Asphalt Materials to be delivered to the Bishop Road Yard. Three bids were received as broken down in the attached agenda request form (ARF). The apparent low bid, Bing Materials, has been deemed responsive and responsible to the bid proposal requirements. Wolfenstein Construction left taxes out of their Bid and indicated as an exception that "buyer to pay all California taxes". If I include the omitted CA taxes and correct the math error on their shipping cost, Wolfenstein's bid comes to \$445,942.50, making them the high bidder. Granite Construction has provided an affidavit of eligibility to certify that they are a Local Business as defined in Chapter 6.06 of the Inyo County Code. There is a local business contracting preference of 8% available for this Request for Bids. Since Granite Construction falls within the 8% of the apparent low bidder, Public Works intends to award the purchase to Granite, utilizing the local business contracting preference.

If County Counsel finds the above logic to be consistent with County Code, I am requesting that the attached ARF be reviewed and signed for approval.

Feel free to call me for additional information/clarification.

Thank you,



Trevor Taylor, Engineering Assistant, Public Works
760-878-0347

COUNTY OF INYO BID TABULATION

Project Title & Bid No. 2019-02 Mixed Asphalt (Bishop)

Bid Opening Date: 3-6-19

Location: County Admin Center

	<i>BIDDER NAME</i>	<i>Base Bid</i>	<i>Bid Additive A</i>	<i>Bid Additive B</i>	<i>Bid Additive C</i>	<i>Total Base Bid and Additives</i>	<i>B o n d</i>
1	Granite Construction	429,562.50					
2	Bing Materials	136.92/ton=410,760.00					
3	Wulfenstein Construction	415,522.86					
4							
5							
6							
7							
8							
9							
10							

Opened By: Darcy Ellis

Present: Trevor Taylor

Tavis Dean

Emma Bills

Andy Sherman



COUNTY OF INYO (760) 878-0293

MATERIAL OR SERVICES
TO BE DELIVERED TO:

INYO COUNTY ROAD DEPARTMENT
COUNTY FACILITY
BISHOP, CA 93514

RETURN BIDS TO:

INYO COUNTY BOARD CLERK
COUNTY ADMINISTRATIVE CENTER
P.O. BOX N
224 NORTH EDWARDS STREET
INDEPENDENCE, CA 93526

BID OPENING: DATE: Wednesday, March 06, 2019 TIME: 3:30 P.M. (PDT)

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.
MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.
IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope.
Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separate sealed envelope with bid number, on outside, and must be submitted to the Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read. A properly addressed and bid numbered envelope, without postage, is included for your convenience.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.
13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.

- 14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
- 16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
- 17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
- 18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo, as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
- 19. There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS BID:

DATED AT Gardnerville NV (CITY & STATE)

February 20, 2019

CASH DISCOUNT TERMS Net 30

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY Bing Materials

NAME OF COMPANY REPRESENTATIVE (PRINTED) John Jennings

COMPANY REPRESENTATIVE SIGNATURE [Signature]

STREET ADDRESS 1226 Kimmerling Rd

CITY AND STATE Gardnerville Nevada 89460

PHONE NUMBER 775-265-3641

FAX NUMBER 775-265-5475



This bid was received on Feb. 22
2019
EST. CH. Quilter, Administrative Officer
County of Inyo Board Inyo County, California
[Signature] Assistant

**SCOPE OF WORK/SPECIFICATIONS FOR
PROVISION OF PLANT MIXED ASPHALT (BISHOP AREA)**

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE
1	½" SC-800 Cold Mix Asphalt	3000	Ton	86.00
2	Delivery to Bishop, CA	3000	Ton	44.25

1. MATERIAL

Aggregate shall conform to the 2015 Standard Specifications, State of California, Department of Transportation, for type A Asphalt Concrete 1/2" gradation.

Liquid asphalt binder shall be SC800.

On delivery, the Contractor shall furnish a certificate of compliance, showing that the material in each shipment conforms to all specification requirements. If the material when sampled and tested, fails to meet any specification requirements, the Contractor shall immediately replace any of such material remaining unused with material that meets the specifications. The County will make no payment for any portion of material already used, which is found to fail to meet specification requirements by those tests.

2. DELIVERY

Prices will be F.O.B. delivered to Bishop, CA. 93514

Coordination with the Inyo County Road Department (760-878-0202) will be required after award for delivery of product to the mixing table approximately 1 mile south of Bishop.

For questions or comments regarding specifications please contact Trevor Taylor at ttaylor@inyocounty.us or (760)-878-0347

NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR BID. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED.

Subtotal	<u>\$86.00</u>
Sales Tax (7.75%)	<u>\$ 6.67</u>
Shipping Charge	<u>\$ 44.25</u>
Total	<u>\$136.92 / Ton</u>

Delivery will be made in 5 days after receipt of order.

Bid prices will remain valid and in effect through 2/31/2020

Indicate any exception to the bid:

Delivery Quantities 24 Tons per Load

BID NO. 2019-02

PAGE 1 OF 4

COUNTY OF INYO (760) 878-0263

MATERIAL OR SERVICES
TO BE DELIVERED TO:

INYO COUNTY ROAD DEPARTMENT
COUNTY FACILITY
BISHOP, CA 93514

RETURN BIDS TO:

INYO COUNTY BOARD CLERK
COUNTY ADMINISTRATIVE CENTER
P.O. BOX N
224 NORTH EDWARDS STREET
INDEPENDENCE, CA 93526

BID OPENING: DATE: Wednesday, March 06, 2019 TIME: 3:30 P.M. (PDT)

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.
MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.
IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope.
Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separate sealed envelope with bid number, on outside, and must be submitted to the Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read. A properly addressed and bid numbered envelope, without postage, is included for your convenience.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
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10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.
13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.

- 14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
- 16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
- 17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
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- 19. There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS BID:

DATED AT Pahrump, Nevada (CITY & STATE)

3-6, 2019

CASH DISCOUNT TERMS NA

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY Wulfenstein Construction Co., Inc.

NAME OF COMPANY REPRESENTATIVE (PRINTED) Christian Spross

COMPANY REPRESENTATIVE SIGNATURE 

STREET ADDRESS 2281 East Postal Drive, Suite 1

CITY AND STATE Pahrump, Nevada, 89048

PHONE NUMBER 775 727-5900

FAX NUMBER 775-727-6010

**SCOPE OF WORK/SPECIFICATIONS FOR
PROVISION OF PLANT MIXED ASPHALT (BISHOP AREA)**

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE
1	½" SC-800 Cold Mix Asphalt	3000	Ton	\$105.00
2	Delivery to Bishop, CA	3000	Ton	\$35.51

1. MATERIAL

Aggregate shall conform to the 2015 Standard Specifications, State of California, Department of Transportation, for type A Asphalt Concrete 1/2" gradation.

Liquid asphalt binder shall be SC800.

On delivery, the Contractor shall furnish a certificate of compliance, showing that the material in each shipment conforms to all specification requirements. If the material when sampled and tested, fails to meet any specification requirements, the Contractor shall immediately replace any of such material remaining unused with material that meets the specifications. The County will make no payment for any portion of material already used, which is found to fail to meet specification requirements by those tests.

2. DELIVERY

Prices will be F.O.B. delivered to Bishop, CA. 93514

Coordination with the Inyo County Road Department (760-878-0202) will be required after award for delivery of product to the mixing table approximately 1 mile south of Bishop.

For questions or comments regarding specifications please contact Trevor Taylor at ttaylor@inyocounty.us or (760)-878-0347

NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR BID. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED.

Subtotal	<u>\$315,000.00</u>
Sales Tax (7.75%)	<u>\$0.00</u>
Shipping Charge	<u>\$100,522.86</u>
Total	<u>\$415,522.86</u>

Delivery will be made in 15 days after receipt of order.

Bid prices will remain valid and in effect through August of 2019

Indicate any exception to the bid:

Buyer to pay all California taxes

This bid was received on March 6 2:02 pm
 ATTEST: [Signature] Assistant
 ATTEST: [Signature] Assistant
 and Clerk of the Board Inyo County, California



BID NO. 2019-02

PAGE 1 OF 4

COUNTY OF INYO (760) 878-0293

MATERIAL OR SERVICES
TO BE DELIVERED TO:

INYO COUNTY ROAD DEPARTMENT
COUNTY FACILITY
BISHOP, CA 93514

RETURN BIDS TO:

INYO COUNTY BOARD CLERK
COUNTY ADMINISTRATIVE CENTER
P.O. BOX N
224 NORTH EDWARDS STREET
INDEPENDENCE, CA 93526

BID OPENING: **DATE:** Wednesday, March 06, 2019 TIME: 3:30 P.M. (PDT)

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.
MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.
IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope.
Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

1. All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing quotation.
2. State brand or make on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the bidder. If quoting on other than make, model or brand specified, the manufacturer's name and the catalogue number must be given, or descriptive cut and information attached to the quotations.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in a separate sealed envelope with bid number, on outside, and must be submitted to the Inyo County Board Clerk, not later than the hour and day specified hereon, at which time it will be publicly opened and read. A properly addressed and bid numbered envelope, without postage, is included for your convenience.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the bidder shall so state in the column provided, opposite each item.
6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or, to waive any informality in a bid.
10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.
13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.

- 14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
- 16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
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- 19. **There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.**

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS BID:

DATED AT Bakersfield, California (CITY & STATE)

February 21, 2019

CASH DISCOUNT TERMS Net 30

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY Granite Construction Company

NAME OF COMPANY REPRESENTATIVE (PRINTED) Thomas James, Chief Estimator

COMPANY REPRESENTATIVE SIGNATURE [Signature]

STREET ADDRESS 3005 James Road

CITY AND STATE Bakersfield, CA 93388

PHONE NUMBER (661) 399-3361

FAX NUMBER _____



**SCOPE OF WORK/SPECIFICATIONS FOR
PROVISION OF PLANT MIXED ASPHALT (BISHOP AREA)**

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE
1	½" SC-800 Cold Mix Asphalt	3000	Ton	125.00
2	Delivery to Bishop, CA	3000	Ton	8.50

1. MATERIAL

Aggregate shall conform to the 2015 Standard Specifications, State of California, Department of Transportation, for type A Asphalt Concrete 1/2" gradation.

Liquid asphalt binder shall be SC800.

On delivery, the Contractor shall furnish a certificate of compliance, showing that the material in each shipment conforms to all specification requirements. If the material when sampled and tested, fails to meet any specification requirements, the Contractor shall immediately replace any of such material remaining unused with material that meets the specifications. The County will make no payment for any portion of material already used, which is found to fail to meet specification requirements by those tests.

2. DELIVERY

Prices will be F.O.B. delivered to Bishop, CA. 93514

Coordination with the Inyo County Road Department (760-878-0202) will be required after award for delivery of product to the mixing table approximately 1 mile south of Bishop.

For questions or comments regarding specifications please contact Trevor Taylor at ttaylor@inyocounty.us or (760)-878-0347

NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR BID. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED.

Subtotal	<u>375,000.00</u>
Sales Tax (7.75%)	<u>29,062.50</u>
Shipping Charge	<u>25,500.00</u>
Total	<u>429,562.50.</u>

Delivery will be made in 30 days after receipt of order.

Bid prices will remain valid and in effect through 11-30-19

Indicate any exception to the bid:



This bid was received on March 6,
 20 19
 ATTEST: Clint Guillter, Administrative Officer 1:34 pm
 and Clerk of the Board Inyo County, California
 By [Signature] Assistant

AFFIDAVIT of ELIGIBILITY
County of Inyo Local Business Verification Form

In order to claim Local Business status pursuant to Chapter 6.06 of the Inyo County Code, Contracting Preferences, you must complete, sign, and submit this form demonstrating compliance with all three (3) local business qualifying criteria below at the time you submit your bid. The County may request additional information. Failure to provide this information may cause your bid to be disqualified from receiving local contracting preferences. Providing inaccurate information may cause your bid to be disqualified. **Please note, pursuant to Chapter 6.06, Local Business status only provides purchasing and/or contracting preferences in certain circumstances as described in the Ordinance and in the specific requests for bids or proposals issued by the County.**

Name of Business: GRANITE CONSTRUCTION COMPANY
Name of Person Completing This Form: CHRIS DREWRY
Telephone Number: 661-399-3361
E-mail Address: chris.drewry@gcinc.com
Bid/Proposal Name: BID 2019-02 Mixed Asphalt Bishop Area

1. Business Location

In which county is your business located? Inyo

Provide the street address in Inyo or Mono County where your business's headquarters, distribution point, or locally-owned franchise has been located for the past six months. If no street address is available, provide a detailed enough description of where the business is located to allow a determination that the business is within Inyo County or Mono County. If your business has changed locations within either Inyo County or Mono County, but not between counties, in the past six (6) months, provide both the old and new street addresses or locations.

Address 5 BRIDGES ROAD
City BISHOP State CA Zip 93514

Is the business identified above: a Headquarters? A Distribution Point? A Locally-Owned Franchise? [circle (click) all that apply]

2. Business License

Is your business required to hold a business license by government jurisdiction located in Inyo County? Yes No [circle (click) one]

If yes, please identify the jurisdiction(s) requiring the license(s), and attach a copy of each license to this form.
City of Bishop

3. Employment / Ownership

Provide the name and street address of one full-time (40-hour or more per week) employee employed by your business who resides in Inyo County. Or, provide the names and street addresses of two (2) part-time (less than 40-hours per week) employees employed by your business and who reside in Inyo County.

Name <u>Nicole Berkoviatz</u> <input checked="" type="radio"/> FT <input type="radio"/> PT, or % Share [circle (click) one]	Name _____ FT, PT, or % Share [circle (click) one]
Address <u>3070 W. Line</u>	Address _____
City, State, and ZIP <u>Bishop CA 93514</u>	City, State, and ZIP _____

Alternately, if your business has no employees, use the space above to provide the name(s) and street address(es) of one or more owners of the business whose primary residence is located in Inyo County and whose share or shares in the company equal fifty-percent (50%) or more of the company.

Note: If your business is a local business located in Mono County, provide the information above showing Inyo or Mono County addresses.

4. Certification:

Please sign and date the form. By signing the form, you are acknowledging you have read and understand the criteria as defined under Chapter 6.06. Furthermore, you swear and affirm under penalty of perjury that the above information contained herein is true and correct and that the licensee listed above is qualified and eligible to receive a local preference under the Inyo County Ordinance, Chapter 6.06.

Chris Drewry Signature Date 3/6/2019



CITY OF BISHOP

377 W. LINE STREET
BISHOP, CA 93514

This License MUST be posted
in a conspicuous place.

BUSINESS LICENSE
2522

NOT VALID UNLESS CERTIFIED
FOR THE FULL AMOUNT
IN THIS SPACE

VALIDATED 02/20/2019

THIS LICENSE GOOD FOR THE PERIOD
01/01/2019 THRU 12/31/2019

THIS LICENSE IS NOT TRANSFERABLE

TOTAL LICENSE FE
104.00

LOCATION **5 BRIDGES ROAD**

LICENSEE **GRANITE CONSTRUCTION COMPANY**
ADDRESS **POST OFFICE BOX 5127
BAKERSFIELD CA 93388**

RECEIVED

FEB 25 2019

6000 ADMIN 212

**LICENSED BUSINESS TO BE
CONDUCTED IN CONFORMITY
WITH AND SUBJECT TO THE
PROVISIONS OF THE
ORDINANCES OF THE CITY OF
BISHOP AND THE LAWS OF THE
STATE OF CALIFORNIA**



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use
Only:

AGENDA NUMBER

22

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

FROM: Public Works/ Road Department

FOR THE BOARD MEETING OF: MAR 26 2019

SUBJECT: Request authorization to purchase 1000 Tons of Plant (Cold) Mix Asphalt for the Lone Pine Road Yard.

DEPARTMENTAL RECOMMENDATIONS:

Request your Board approve the purchase of 1000 Tons of Cold Mix Asphalt from Granite Construction Company of Bakersfield, CA in an amount not to exceed \$135,447.50.

SUMMARY DISCUSSION:

The Road Department solicited bids from suppliers of cold mix asphalt in February, 2019 to stock the Lone Pine Road Yard for the 2019 season. The stockpiled material will be used for maintenance work on Inyo County roads to be completed under the SB-1 program. Bids were opened on March 6, 2019, and three bids were received:

- | | |
|--|--------------|
| 1. Granite Construction Company of Bakersfield, CA | \$135,447.50 |
| 2. Bing Materials of Gardnerville, NV | \$148,020.00 |
| 3. Wulfenstein Construction Co., Inc. of Pahrump, NV | \$165,586.67 |

The Road Department has reviewed the bids received and the apparent low bid was deemed responsive.

The Road Department is recommending your Board authorize the purchase of 1000 Tons of Cold Mix Asphalt from Granite Construction Company, to be delivered to the Lone Pine Road Yard. The total expense, including delivery and taxes, is not to exceed \$135,447.50.

ALTERNATIVES: Your Board could choose not to approve this purchase. This is not recommended, as the materials are needed to perform necessary road maintenance projects. If the purchase is not approved, the Road Department would need to re-advertise the Bid Package which would delay maintenance work and could result in less favorable bids.

OTHER AGENCY INVOLVEMENT:

County Counsel for review of agenda request and approval of purchase order agreement.
 Auditor's Office for payment of invoices.

FINANCING:

The funding for these asphalt materials to be used in routine maintenance will be paid from the Road Department Budget 034600, Object Code 5309 Road Material.

ALTERNATIVES: Your Board could choose not to approve this purchase. This is not recommended, as the materials are needed to perform necessary road maintenance projects. If the purchase is not approved, the Road Department would need to re-advertise the Bid Package which would delay maintenance work and could result in less favorable bids.

OTHER AGENCY INVOLVEMENT:

County Counsel for review of agenda request and approval of purchase order agreement.
Auditor's Office for payment of invoices.

FINANCING:

The funding for these asphalt materials to be used in routine maintenance will be paid from the Road Department Budget 034600, Object Code 5309 Road Material.

APPROVALS	
COUNTY COUNSEL: <i>[Signature]</i>	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>3/13/19</u>
AUDITOR/CONTROLLER <i>[Signature]</i>	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>3/14/2019</u>
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u> </u> N/A <u> </u> Date <u> </u>

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

[Signature] Date: 2019.03.14

COUNTY OF INYO (760) 878-0293

MATERIAL OR SERVICES
TO BE DELIVERED TO:INYO COUNTY ROAD DEPARTMENT
COUNTY FACILITY
LONE PINE, CA 93545

RETURN BIDS TO:

INYO COUNTY BOARD CLERK
COUNTY ADMINISTRATIVE CENTER
P.O. BOX N
224 NORTH EDWARDS STREET
INDEPENDENCE, CA 93526BID OPENING: DATE: Wednesday, March 06, 2019 TIME: 3:30 P.M. (PDT)

Prices quoted FOB DESTINATION UNLESS OTHERWISE STATED.
MAKE YOUR BID OR QUOTATIONS IN THE SPACE PROVIDED ON THE ATTACHED SHEETS.
IMPORTANT: Bid must be sealed with bid number as indicated above on the outside of the envelope.
Read the Instructions and Conditions before making your Bid or Quotation.

INSTRUCTIONS & CONDITIONS

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3. Quote on each item separately. Prices should be stated in units specified herein.
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6. Terms of less than 10 days for cash discount will be considered as net.
7. All quotations must be signed with the Firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
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10. Samples of items, when required, must be furnished free of expense to the County of Inyo and if not destroyed by tests, will upon request be returned at the bidders expense.
11. In case of default by the vendor, the County of Inyo may procure the articles or service from other sources.
12. Cost of transportation, handling, and/or inspection on deliveries or offers for delivery, which do not meet the specifications will be for the account of the vendor.
13. The vendor shall hold the County of Inyo, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.

- 14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 15. Quotations are subject to acceptance at any time within 30 days after opening same, unless otherwise stipulated.
- 16. Verify your quotations before submission as they cannot be withdrawn, or corrected, after being opened.
- 17. Return this sheet whether or not you quote a price. If you do not quote, state your reason, otherwise your name may be removed from the mailing list.
- 18. Amounts paid for transportation of property to the County of Inyo are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as County of Inyo, as such papers may be accepted by the carrier as proof of the exempt character of the equipment.
- 19. There is a contracting preference of 5% for small business enterprises and 8% for local businesses available for this Request for Proposals (bids). To be eligible for the preferences, a small business enterprise must submit proof of state registration as a SBE with its bid and a local business must provide certification that it is a local business as defined by Inyo County Code §6.06.020 (b) with its bid.

THE FOLLOWING MUST BE FILLED IN BY THE BIDDER IN SUBMITTING HIS BID:

DATED AT Bakersfield, California (CITY & STATE)

February 21, 2019

CASH DISCOUNT TERMS Net 30

To the County of Inyo: We (I) hereby agree to furnish the articles and/or services, at the prices and terms stated subject to the instructions and conditions set forth in this bid.

NAME OF COMPANY Granite Construction Company

NAME OF COMPANY REPRESENTATIVE (PRINTED) Thomas James, Chief Estimator

COMPANY REPRESENTATIVE SIGNATURE [Signature]

STREET ADDRESS 3005 James Road

CITY AND STATE Bakersfield, CA 93388

PHONE NUMBER (661) 399-3361

FAX NUMBER _____



This bid was received on March 6
2019 at 1:34 p.m.
ATTEST: [Signature], Administrative Officer
and Clerk of the Board Inyo County, California
By [Signature] Assistant

**SCOPE OF WORK/SPECIFICATIONS FOR
PROVISION OF PLANT MIXED ASPHALT (LONE PINE AREA)**

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE
1	½" SC-800 Cold Mix Asphalt	1000	Ton	109.00
2	Delivery to Lone Pine, CA	1000	Ton	18.00

1. MATERIAL

Aggregate shall conform to the 2015 Standard Specifications, State of California, Department of Transportation, for type A Asphalt Concrete 1/2" gradation.

Liquid asphalt binder shall be SC800.

On delivery, the Contractor shall furnish a certificate of compliance, showing that the material in each shipment conforms to all specification requirements. If the material when sampled and tested, fails to meet any specification requirements, the Contractor shall immediately replace any of such material remaining unused with material that meets the specifications. The County will make no payment for any portion of material already used, which is found to fail to meet specification requirements by those tests.

2. DELIVERY

Prices will be F.O.B. delivered to Lone Pine, CA.

Coordination with the Inyo County Road Department (760-878-0202) will be required after award for delivery of product to the mixing table approximately 1 mile west of Lone Pine.

For questions or comments regarding specifications please contact Trevor Taylor at ttaylor@inyocounty.us or (760)-878-0347

NOTE: YOUR NAME & ADDRESS (NOT HANDWRITTEN) MUST APPEAR ON THE ENVELOPE WHEN RETURNING YOUR BID. ENVELOPES WITHOUT A RETURN ADDRESS WILL BE DISPOSED OF WITHOUT BEING OPENED.

Subtotal	<u>109,000.00</u>
Sales Tax (7.75%)	<u>8447.50</u>
Shipping Charge	<u>18,000.00</u>
Total	<u>135,447.50</u>

Delivery will be made in 30 days after receipt of order.

Bid prices will remain valid and in effect through 11-30-19

Indicate any exception to the bid:



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

23

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: March 26, 2019

SUBJECT: Request approval to purchase Axon Body Worn Cameras and 5 year service agreement.

DEPARTMENTAL RECOMMENDATION:

- A) Request Board declare Axon Enterprise Inc. as the sole source provider and;
- B) Request Board approve the purchase of (25) twenty five Axon body worn cameras, charging bays, mounts, cables, cloud storage, software licensing, and Taser Assurance Plan and;
- C) Request Board approve the contract between County of Inyo and Axon Enterprise Inc. for enrollment in the Taser Assurance Plan in an amount not to exceed \$93,687.30 for the term of March 26, 2019 – March 26, 2024 and authorize the Sheriff or designee to sign, contingent on the Boards approval of future budgets.

SUMMARY DISCUSSION:

The Sheriff's Department is requesting the full integration of Axon body worn cameras to replace the outdated, unreliable body worn cameras our agency currently uses. The body worn cameras Axon offers provides unique features, durability, reliability, and their software offers full integration with our current Taser (conducted energy devices) as well as secure cloud storage. No other body camera provider can offer the full integration with Taser equipment as well as many of the features of the Axon body cam. These items are standard issue equipment for Sheriff's Personnel and an essential part of our daily operations. The initial cost to purchase these cameras is \$26,551.50 and \$16,783.95 annually thereafter for data storage and equipment maintenance.

Axon Body Cam 2 Notable Features:

- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- High HD resolution capable (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- 120-degree diagonal field of view camera lens. 102-degree horizontal field of view.
- Optional Axon Signal Sidearm Sensor alerts Axon cameras within 30 feet to begin recording the moment the firearm is removed.

Cloud storage is accessed through the Axon Evidence.com software. Evidence.com provides features unique to Axon/Taser and their products including; the ability to manage all types of data (including body-worn video, Axon Fleet in-car video, interview room video, CCTV, photographs, audio, documents and more), provides CJIS-compliant storage, encryption, multi factor authentication, and real time threat detection, audit trails provide chain of custody for users.

The Taser Assurance Plan is a service plan that combines warranty coverage on your Axon body cameras with an automatic upgrade to the newest hardware every 2.5 years. This program includes on-site spare units, as well as an extended warranty at no additional cost through the life of the agreement.

ALTERNATIVES:


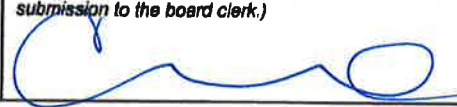
Your Board could choose to deny the purchase of the Axon body worn cameras resulting in the department using inferior, more expensive, out dated, unreliable product. Remaining with our current equipment may result in liability due to camera failures, difficulty investigating personnel complaints, as well as compromising case prosecution due to lost video evidence. The Departments overall costs will also be reduced, the unit prices are half the cost of the existing units and replacements are built into the 5 year maintenance plan.

OTHER AGENCY INVOLVEMENT:

Auditor
County Counsel
Purchasing

FINANCING:

Funding is included in the Board Approved 2018-2019 budget. This expense will be paid from Sheriff General Budget 022700, Object Code 5313 Law Enforcement Special. These items are eligible to be reimbursed by COPS funding.

APPROVALS	
COUNTY COUNSEL: 	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: <u>yes</u> Date <u>3/11/19</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>3/12/2019</u>

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



Date: 3/12/19



AXON

Inyo County Sheriff's Office - CA

AXON SALES REPRESENTATIVE

Jared Zygowicz

(480) 463-2139

jzygowicz@axon.com

ISSUED

1/15/2019

Q-181520-43480.879JZ



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737

Q-181520-43480.879JZ

Issued: 01/15/2019

Quote Expiration: 03/31/2019

Account Number: 126706

Start Date: 03/01/2019

Payment Terms: Net 30

Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Jared Zygowicz
 Phone: (480) 463-2139
 Email: jzygowicz@axon.com
 Fax: 480.550.9251

PRIMARY CONTACT

Tim Bachman
 Phone: (760) 878-0325
 Email: tbachman@inyocounty.us

SHIP TO

Tim Bachman
 Inyo County Sheriff's Office - CA
 550 S. Clay Street
 Independence, CA 93526
 US

BILL TO

Inyo County Sheriff's Office - CA
 550 S. Clay Street
 Independence, CA 93526
 US

Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85035	EVIDENCE.COM STORAGE	4,000	0.75	0.75	3,000.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	4	336.00	336.00	1,344.00
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	1	36.00	36.00	36.00
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	22	180.00	180.00	3,960.00
85110	EVIDENCE.COM INCLUDED STORAGE	220	0.00	0.00	0.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	4	468.00	468.00	1,872.00
85110	EVIDENCE.COM INCLUDED STORAGE	120	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	25	240.00	240.00	6,000.00
Hardware					
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	25	0.00	0.00	0.00
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	25	499.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	25	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	25	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	5	42.00	42.00	210.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	4	1,495.00	1,495.00	5,980.00

Year 1 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
74009	AXON DOCK, SINGLE BAY + CORE, AXON BODY 2	1	375.00	375.00	375.00
Services					
85144	AXON STARTER	1	2,500.00	2,500.00	2,500.00
				Subtotal	25,277.00
				Estimated Shipping	0.00
				Estimated Tax	1,274.50
				Total	26,551.50

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85035	EVIDENCE.COM STORAGE	4,000	0.75	0.75	3,000.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	4	336.00	336.00	1,344.00
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	1	36.00	36.00	36.00
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	22	180.00	180.00	3,960.00
85110	EVIDENCE.COM INCLUDED STORAGE	220	0.00	0.00	0.00
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	4	468.00	468.00	1,872.00
85110	EVIDENCE.COM INCLUDED STORAGE	120	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	25	240.00	240.00	6,000.00
				Subtotal	16,212.00
				Estimated Tax	571.95
				Total	16,783.95

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85035	EVIDENCE.COM STORAGE	4,000	0.75	0.75	3,000.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	4	336.00	336.00	1,344.00
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	1	36.00	36.00	36.00
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	22	180.00	180.00	3,960.00
85110	EVIDENCE.COM INCLUDED STORAGE	220	0.00	0.00	0.00

Year 3 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)					
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	4	468.00	468.00	1,872.00
85110	EVIDENCE.COM INCLUDED STORAGE	120	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	25	240.00	240.00	6,000.00
				Subtotal	16,212.00
				Estimated Tax	571.95
				Total	16,783.95

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85035	EVIDENCE.COM STORAGE	4,000	0.75	0.75	3,000.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	4	336.00	336.00	1,344.00
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	1	36.00	36.00	36.00
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	22	180.00	180.00	3,960.00
85110	EVIDENCE.COM INCLUDED STORAGE	220	0.00	0.00	0.00
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	4	468.00	468.00	1,872.00
85110	EVIDENCE.COM INCLUDED STORAGE	120	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	25	240.00	240.00	6,000.00
				Subtotal	16,212.00
				Estimated Tax	571.95
				Total	16,783.95

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85035	EVIDENCE.COM STORAGE	4,000	0.75	0.75	3,000.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	4	336.00	336.00	1,344.00
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	1	36.00	36.00	36.00
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	22	180.00	180.00	3,960.00
85110	EVIDENCE.COM INCLUDED STORAGE	220	0.00	0.00	0.00

Year 5 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)					
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	4	468.00	468.00	1,872.00
85110	EVIDENCE.COM INCLUDED STORAGE	120	0.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	25	240.00	240.00	6,000.00
				Subtotal	16,212.00
				Estimated Tax	571.95
				Total	16,783.95

Spare Axon Body 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	2	0.00	0.00	0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	2	0.00	0.00	0.00
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	2	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	2	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Grand Total | 93,687.30



Discounts (USD)

Quote Expiration: 03/31/2019

List Amount	102,600.00
Discounts	12,475.00
Total	90,125.00

**Total excludes applicable taxes and shipping*

Summary of Payments

Payment	Amount (USD)
Year 1	26,551.50
Year 2	16,783.95
Year 3	16,783.95
Year 4	16,783.95
Year 5	16,783.95
Spare Axon Body 2	0.00
Grand Total	93,687.30

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____
Name (Print): _____ **Title:** _____
PO# (Or write N/A): _____

Please sign and email to Jared Zygowicz at jzygowicz@axon.com or fax to 480.550.9251

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-181520-43480.879JZ

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Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and Inyo County Sheriff's Office ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement, or (b) signature date on the quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

This Agreement governs Agency's purchase and use of the Axon products and services detailed in the Quote Appendix ("**Quote**"). The Parties therefore agree as follows:

- 1 **Term.** This Agreement begins on the Effective Date and continues until terminated pursuant to this Agreement ("**Term**"). Agency may renew this Agreement for an additional 5 years upon execution of a new quote. New products and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.
- 2 **Definitions.**

"Axon Evidence" means Evidence.com and other software, maintenance, and storage provided by Axon for use with Axon Evidence. This excludes third-party applications and my.evidence.com.

"Products" means all hardware, software, cloud-based services, and software maintenance releases and updates provided by Axon under this Agreement.

"Quote" means an offer to sell and is only valid for products and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors.

"Services" means all services provided by Axon pursuant to this Agreement.
- 3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.
- 4 **Taxes.** Agency is responsible for sales and other taxes associated with the order, unless Agency provides Axon a valid tax exemption certificate.
- 5 **Shipping.** Axon may make partial shipments and ship Products from multiple locations. All shipments are FOB destination point via common carrier. Title and risk of loss pass to Agency upon the common carrier's delivery of the Products to Agency in Inyo County, California. Agency is responsible for any shipping charges on the Quote; provided, however, that Axon is responsible for the cost of any insurance it may purchase in order to insure against the risk of loss of the Products while they are in transit to Agency.
- 6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 Warranty.

7.1 Hardware Limited Warranty. Axon warrants its law enforcement hardware is free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except for Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its accessories for 90-days from date of Agency's receipt. Expended conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from expiration of the 1-year hardware limited warranty through the extended warranty term. Non-Axon manufactured products are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured products.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured product during the warranty term, Axon's sole responsibility is to repair or replace the product with the same or like product, at Axon's option. A replacement product will be new or like new and have the remaining warranty of the original product or 90 days from the date of repair or replacement, whichever is longer. When Agency exchanges a product or part, the replacement item becomes Agency's property and the replaced item becomes Axon's property. For support and warranty service visit www.axon.com/support. Before delivering a product for service, Agency must upload product data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained on the storage media or any part of the product.

7.3 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Product use instructions; (b) Products used with products not manufactured or recommended by Axon; (c) abuse, misuse, intentional, or deliberate damage to the Product; (d) force majeure; (e) Products repaired or modified by persons other than Axon without Axon's written permission; or (f) Products with a defaced or removed serial number.

7.3.1 To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

7.3.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Product will not exceed the purchase price paid to Axon for the Product or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory.

8 Product Warnings. See www.axon.com/legal for the most current Axon product warnings.

9 Design Changes. Axon may make design changes to any Axon product or service without notifying Agency or making the same change to products and services previously purchased by Agency.

- 10 Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 11 Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a third party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of negligent acts, omissions or willful misconduct by Agency or claims under workers compensation.
- 12 IP Rights.** Axon owns and reserves all right, title, and interest in Axon products and services, related software, and suggestions to Axon. Axon has and claims proprietary rights in the hardware, firmware, software, and integration of ancillary materials, knowledge, and designs constituting Axon products and services. Agency will not directly or indirectly cause any Axon proprietary rights to be violated.
- 13 IP Indemnification.** Axon will indemnify Agency Indemnitees from and against all claims, damages, losses, liabilities, reasonable costs and expenses arising out of or relating to any third-party claim alleging that use of Axon Products or services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.
- Axon has no liability to Agency or any third party to the extent any alleged infringement or infringement claim is based upon: (a) modification of Axon Evidence by Agency or any third party not approved by Axon; (b) use of Axon Evidence in connection or in combination with hardware or services not approved or recommended by Axon; (c) use of Axon Evidence other than as permitted under this Agreement; or (d) use of other than the most current release or version of any software provided by Axon as part of or in connection with Axon Evidence.
- 14 Agency Responsibilities.** Agency is responsible for (a) its use of Axon Products; (b) breach of this Agreement or violation of applicable law by Agency or any Agency end user; and (c) a dispute between Agency and a third party over Agency use of Axon Products.
- 15 Termination.**
- 15.1 For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's material breach, Axon will refund prepaid amounts on a prorated basis based on the date of notice of termination.
- 15.2 By Agency.** Agency is obligated to pay the fees under this Agreement. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable. The date of such termination will be the date Axon receives notice from Agency.

- 15.3 Effect of Termination.** Upon any termination of this Agreement, all Agency rights under this Agreement immediately terminate, and Agency remains responsible for all fees incurred prior to the date of termination. The following sections will survive termination: Payment, Warranty, Product Warnings, Indemnification, IP Rights, and Agency Responsibilities. If Agency purchases Products for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Products received and amount paid towards those Products. If terminating for non-appropriations, Agency may return Products to Axon within 30 days of termination. MSRP is the standalone price of the individual Product at time of sale. For bundled Products, MSRP includes the standalone price of all individual components.
- 16 Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
- 17 General.**
- 17.1 Delays.** Axon will use commercially reasonable efforts to deliver Products and services as soon as practicable. If delivery is interrupted due to causes beyond Axon's control, Axon may delay or terminate the delivery with reasonable notice.
- 17.2 Force Majeure.** Neither Party will be liable for any delay or failure to perform under this Agreement due to a cause beyond the Parties' reasonable control, including acts of God, labor disputes, industrial disturbances, utility failures, earthquake, storms, elements of nature, blockages, embargoes, riots, acts or orders of government, terrorism, or war.
- 17.3 Independent Contractors.** The Parties are independent contractors. Neither Party has authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 17.4 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 17.5 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 17.6 Export Compliance.** Each Party will comply with all import and export control laws and regulations.



Master Services and Purchasing Agreement

- 17.7 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 17.8 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 17.9 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 17.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 17.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.	Agency:
Attn: Contracts	Attn:
17800 N. 85th Street	Street Address
Scottsdale, Arizona 85255	City, State, Zip
contracts@axon.com	Email

- 17.12 Entire Agreement.** This Agreement, including the Appendices, represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares that the representative is authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Inyo County Sheriff's Office

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Evidence Terms of Use Appendix

- 1 **Axon Evidence Subscription Term.** The Axon Evidence subscription begins after shipment of the Axon body-worn cameras. If Axon ships the body-worn cameras in the first half of the month, the start date is the 1st of the following month. If Axon ships the body-worn cameras in the second half of the month, the start date is the 15th of the following month. For phased deployments, the start date begins on shipment of the first phase. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. The Axon Evidence subscription term will end upon the completion of the Axon Evidence subscription as documented in the Quote ("**Axon Evidence Subscription Term**").
- 2 **Agency Content.** "**Agency Content**" means software, data, text, audio, video, images or any content Agency end users (a) run on Axon Evidence; (b) cause to interface with Axon Evidence; or (c) upload to Axon Evidence under Agency account or otherwise transfer, process, use or store in connection with Agency account.
- 3 **Access Rights.** Upon Axon granting Agency an Axon Evidence subscription, Agency may access and use Axon Evidence to store and manage Agency Content during the Axon Evidence Subscription Term. Agency may not exceed more end users than the Quote specifies. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**") during the Axon Evidence Subscription Term. Agency may upload non-TASER Data to Axon Evidence Light.
- 4 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Evidence to Agency and Agency end users.
- 5 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
- 6 **Updates.** For Android applications, including Axon View, Device Manager, and Capture, Axon will use reasonable efforts to support previous version of applications for 45 days. If Agency does not update their Android application to the most current version within 45 days of release, Axon may disable the application or force updates to the non-supported application.
- 7 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content; (c) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Evidence violates this Agreement or applicable laws; and (d) maintaining necessary computer equipment and Internet

connections for use of Axon Evidence. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Evidence.

Agency is also responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Audit log tracking for video data is an automatic feature of Axon Evidence that details who accesses Agency Content. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Content, or if account information is lost or stolen.

- 8** **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice so Agency may file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to: (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.
- 9** **Storage.** For Unlimited Axon Evidence body-worn camera subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or an Axon body-worn camera. Axon may charge additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 10** **Location of Data Storage.** Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Evidence remains within the United States. Ownership of Agency Content remains with Agency.
- 11** **Suspension.** Axon may suspend Agency's or any end user's right to access or use any portion or all of Axon Evidence immediately upon notice, if:
- 11.1.** The Termination provisions of this Agreement apply; or
 - 11.2.** Agency or end user's use of or registration for Axon Evidence may (a) pose a security risk to Axon Evidence or any third party; (b) adversely impact Axon Evidence, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third party to liability; or (d) be fraudulent.
- Agency remains responsible for all fees and charges incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 12** **Axon Evidence Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Evidence.

- 13** **Axon Evidence Restrictions.** All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1.** copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;
 - 13.2.** reverse engineer, disassemble, or decompile Axon Evidence or apply any process to derive any source code included in Axon Evidence, or allow others to do the same;
 - 13.3.** access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4.** use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;
 - 13.5.** access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;
 - 13.6.** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or
 - 13.7.** use Axon Evidence to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third party privacy rights; or to store or transmit malicious code.
- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. During these 90-days, Agency may retrieve Agency Content only if Agency has paid all amounts due. There will be no functionality of Axon Evidence during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Evidence during this time. Axon has no obligation to maintain or provide any Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content stored in Axon Evidence. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Evidence.
- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Evidence on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Evidence.



Master Services and Purchasing Agreement

- 17 **Survival.** Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Axon Evidence Warranty, and Axon Evidence Restrictions.

Professional Services Appendix

- 1 **Utilization of Services.** Agency must use pre-paid professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera 1-Day Service (BWC 1-Day).** BWC 1-Day includes one day of on-site services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which services are appropriate. If Agency requires more than 1 day of on-site services, additional on-site assistance is \$2,500 per day. The BWC 1-Day options include:

System set up and configuration (Remote Support) <ul style="list-style-type: none">• Setup Axon Mobile on smart phones (if applicable)• Configure categories & custom roles based on Agency need• Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
Dock configuration <ul style="list-style-type: none">• Work with Agency to decide ideal location of Dock setup and set configurations on Dock• Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency• Does not include physical mounting of docks
Axon instructor training (Train the Trainer) <p>Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p>
End user go live training and support sessions <ul style="list-style-type: none">• Assistance with device set up and configuration• Training on device use, Axon Evidence and Evidence Sync
Implementation document packet <p>Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>

- 3 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual).** BWC Virtual includes all items in the BWC 1-Day Service Package, except one day of on-site services.
- 4 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 5 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
- 6 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use, and will provide an initial itemized list to Agency. Agency is responsible for, and

assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

- 7** **Site Preparation.** Axon will provide one copy of current user documentation for the Products in paper or electronic form ("**Product User Documentation**"). Product User Documentation will include all required environmental specifications in order for the professional services and related Products to operate in accordance with Product User Documentation. Prior to the installation of Product (whether performed by Agency or Axon), Agency must prepare the location(s) where the Products are to be installed ("**Installation Site**") in accordance with the environmental specifications in Product User Documentation. Following install, Agency must maintain the Installation Site in accordance with the environmental specifications. If Axon modifies Product User Documentation for any Products under this Agreement, Axon will provide the update to Agency when Axon generally releases it.

- 8** **Acceptance.** When Axon completes the professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion of professional services. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and will re-present the Acceptance Form for approval and signature. If Axon does not receive the signed Acceptance Form or written notification of the reasons for rejection of within 7 calendar days of delivery of the Acceptance Form, Agency will be deemed to have accepted the professional services.

- 9** **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



Technology Assurance Plan Appendix

If Technology Assurance Plan (“**TAP**”) or a bundle including TAP is on the Quote, this appendix applies.

- 1 **Term.** TAP begins after shipment of the hardware covered under TAP. If Axon ships hardware in the first half of the month, TAP starts the 1st of the following month. If Axon ships hardware in the second half of the month, TAP starts the 15th of the following month. (“**TAP Term**”).
- 2 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 3 **Spare Product.** Axon will provide Agency a predetermined number of spare Products for hardware items and accessories listed in the Quote (“**Spare Products**”). Spare Products will replace broken or non-functioning units. If Agency utilizes a Spare Product, Agency must return to Axon, through Axon’s warranty return process, any broken or non-functioning units. Axon will repair the non-functioning unit or replace with a replacement Product. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Products provided under TAP. If Agency returns the Spare Products to Axon within 30 days of the Spare Product invoice date, Axon will issue a credit and apply it against the Spare Product invoice.
- 4 **Officer Safety Plan Standard.** The Officer Safety Plan Standard (“**OSP Standard**”) includes Axon Evidence Unlimited, TAP for Axon body-worn camera and Axon Dock, one TASER X2 or X26P CEW with a 4-year extended warranty, one CEW battery, and one CEW holster. Agency must purchase OSP for 5 years (“**OSP Term**”). At any time during the OSP Term, Agency may choose to receive the X2 or X26P CEW, battery and holster by providing a \$0 purchase order.
- 5 **Officer Safety Plan 7.** Both the Officer Safety Plan 7 (“**OSP 7**”) and Officer Safety Plan 7 Plus (“**OSP 7 Plus**”) include Axon Evidence Unlimited, TAP for Axon body-worn camera and Axon Dock, one TASER 7 Certification Plan, Axon Records, and Axon Aware. OSP 7 Plus also includes Axon Aware Plus, Signal Sidearm, Auto-Tagging, Axon Performance, Axon Redaction Assistant, and Axon Citizen for Communities. Both OSP 7 offerings are subject to additional terms for services in their bundle. Agency must purchase an OSP 7 subscription for every TASER 7 CEW user. Agency must accept delivery of TASER 7 CEW and accessories as soon as available from Axon. Agency acknowledges some offerings in the OSP 7 bundles may not be generally available at the time of Agency’s OSP 7 purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency’s election not to utilize any portion of an OSP 7 bundle.
- 6 **OSP 7 Term.** OSP 7 bundles begin after Axon ships the first Axon Body 3 or TASER 7 device to Agency. If Axon ships in the first half of the month, the start date is the 1st of the following month. If Axon ships in the second half of the month, the start date is the 15th of the following month. For phased deployments, each phase has its own start date and end date based on the first shipment of that phase, in accordance with the above. Each OSP 7 will run 5 years from the OSP 7 start date (“**OSP 7 Term**”).

7 **TAP Body-Worn Upgrade.** If Agency purchased 3 years of Axon Evidence Unlimited or TAP as a standalone and makes all payments, Axon will provide Agency a new Axon body-worn camera 3 years after TAP starts ("**Body-Worn Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or TAP as a standalone and makes all payments, Axon will provide Agency a Body-Worn Upgrade 2.5 and 5 years after TAP starts. Axon may ship the Body-Worn Upgrade at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. In year 5, Axon may ship the Body-Worn Upgrade 60 days before the end of the TAP Term without prior confirmation from Agency.

7.1. TAP as a Stand-alone. If Agency purchased TAP as a standalone, Axon will provide a Body-Worn Upgrade that is the same or like product, at Axon's option. Axon makes no guarantee the Body-Worn Upgrade will utilize the same accessories or Axon Dock. If Agency wants to change product models for the Body-Worn Upgrade, Agency must pay the price difference between the MSRP of the offered Body-Worn Upgrade and the MSRP of the model Agency is acquiring. The MSRP will be the MSRP in effect at the time of the upgrade. Axon will not provide a refund if the MSRP of the new model is less than the MSRP of the offered Body-Worn Upgrade.

7.2. OSP or Unlimited TAP. If Agency purchased Axon Evidence Unlimited or an OSP, Agency may choose a new on-officer video camera of Agency's choice.

8 **TAP Dock Upgrade.** If Agency purchased TAP for Axon Dock, Axon Evidence Unlimited, or an OSP, Axon will upgrade the Axon Dock with a new Axon Dock ("**Dock Upgrade**"). If Agency purchased 3 years of Dock TAP, Axon will provide the Dock Upgrade 3 years after TAP starts. If Agency purchased 5 years of Dock TAP, Axon will provide a Dock Upgrade 2.5 and 5 years after TAP starts. The Dock Upgrade at year 2.5 will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for body camera compatibility.

Axon may ship the Dock Upgrade at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. In year 5, Axon may ship the Dock Upgrade 60 days before the end of the TAP Term without prior confirmation from Agency. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like product, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock model that is the same or like product, at Axon's option.

If Agency would like to change product models for the Dock Upgrade or change the number of bays, Agency must pay the price difference between the MSRP for the offered Dock Upgrade and the MSRP for the model desired. The MSRP will be the MSRP in effect at the time of the upgrade. Axon will not provide a refund if the MSRP of the new model is less than the MSRP of the offered Dock Upgrade.

9 **Return of Original Product.** If Axon provides a warranty replacement 6 months before the date of a Body-Worn Upgrade or Dock Upgrade, that replacement is the upgrade. Within 30



Master Services and Purchasing Agreement

days of receiving a Body-Worn or Dock Upgrade, Agency must return the original Products to Axon or destroy the Products and provide a certificate of destruction to Axon including serial numbers for the destroyed Products. If Agency does not return or destroy the Products, Axon will deactivate the serial numbers for the Products received by Agency.

- 10** **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
- 10.1.** TAP and OSP coverage terminates as of the date of termination and no refunds will be given. Axon will not provide the free upgrades.
 - 10.2.** Agency makes any missed payments due to the termination before Agency may purchase any future TAP or OSP.
 - 10.3.** If any OSP terminates before the end of the OSP Term, Axon will invoice Agency the difference between the MSRP for Products received and amount paid towards those Products. If terminating for non-appropriations, Agency may return Products to Axon within 30 days of termination. MSRP is the standalone price of the individual Product at time of sale. For bundled Products, MSRP includes the standalone price of all individual components.



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The "Delta Logo," the "Axon + Delta Logo," Axon, Axon Commander, Axon Convert, Axon Detect, Axon Dock, Axon Evidence, Axon Five, Axon Forensic Suite, Axon Interview, Axon Mobile, Axon Signal Sidearm Evidence Sync, TASER, TASER 7, and TASER CAM are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2018 Axon Enterprise, Inc.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 24

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

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: March 26, 2019

SUBJECT: Inyo County 2018 General Plan Annual Progress Report

DEPARTMENTAL RECOMMENDATION: Accept and provide comments on the draft Inyo County 2018 General Plan Annual Progress Report (APR), and direct staff to forward the APR with any modifications to the State of California's Department of Housing and Community Development (HCD) and Governor's Office of Planning and Research (OPR).

SUMMARY DISCUSSION: Government Code Section 65400 requires that local agencies prepare a General Plan APR. The purpose of the document is to report on the County's progress in implementing its General Plan. The document is being presented to the Board of Supervisors for its review and comment. Subsequently, it is intended to be submitted to OPR and HCD.


As indicated in the draft APR, the General Plan is the County's constitution and guiding vision, and upkeep and maintenance of the General Plan is a continuous process. The County implements the General Plan's vision on a day-to-day basis with its many planning projects, and strives to include the public in the decision-making process. The County participated in a variety of planning activities in 2018, as identified in the APR. The County continued its project review responsibilities to further the General Plan's goals, policies, programs, and implementation measures.

ALTERNATIVES:

- Direct changes to the APR.
- Do NOT accept the APR.
- Return the APR to staff with direction.

OTHER AGENCY INVOLVEMENT: State of California – OPR and HCD

FINANCING: Resources to participate in annual State reporting requirements (such as the APR) are provided for by General Fund resources.

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

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



Date: 3-4-2019

Attachment: Draft APR (for Cathreen Richards)

General Plan Annual Progress Report 2018

County of Inyo



**Prepared by Inyo County Planning Department
April 2019**

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- Appendix A Government Code Section 65400
- Appendix B Housing and Community Development Department Annual Element Progress Report Forms

I. Introduction

This report has been prepared pursuant to the requirements of Government Code Section 65400. Guidance for preparation of the report is provided by the Governor's Office of Planning and Research (OPR)¹.

The purpose of the document is to report on Inyo County's progress in implementing its General Plan. The document will be provided to the Planning Commission and Board of Supervisors for their review and submitted to OPR and the Department of Housing and Community Development (HCD).

Background

The County adopted a comprehensive update to the General Plan on December 11, 2001, and has amended the Plan on several occasions since. The planning process for the update took over four years, many public hearings and meetings, and substantial effort on the part of staff, the Board of Supervisors, the Planning Commission, local organizations and interest groups, and the general public.

The Plan replaced, reformatted, and/or updated a number of older General Plan Elements and other planning documents that had been adopted over the years. In addition to the many working documents, staff reports, and outreach materials, the Plan resulted in the following major documents that are utilized on a day-to-basis in the County's planning processes:

- General Plan Summary
- Background Report
- Goals and Policies Report
- Land Use and Circulation Diagrams
- Environmental Impact Report (EIR)

The Inyo County General Plan received awards of excellence from local chapters of the American Planning Association in 2001. The policy document and diagrams are available on the Planning Department's website at the following link: http://inyoplanning.org/general_plan/index.htm.

Informational Document

This document is a reporting document, and does not create or alter policy. The content is provided for informational purposes only, and is exempt from the requirements of the California Environmental Quality Act (CEQA) per Guidelines Section 15306.

¹ General Plan Annual Progress Report Guidance. State of California, Governor's Office of Planning and Research, State Clearinghouse and Planning Unit. Revised July 11, 2007. Refer to https://www.opr.ca.gov/s_planningassistance.php

Organization

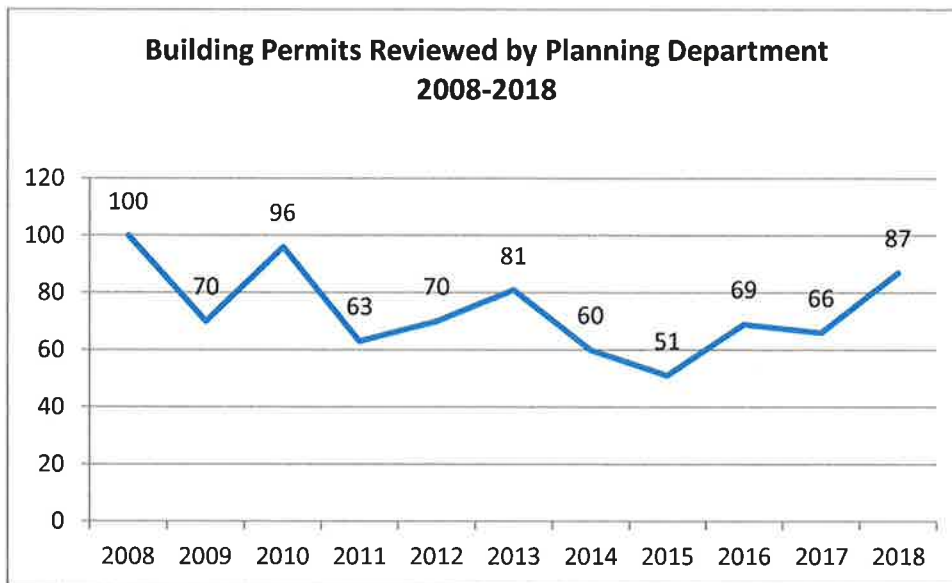
After this Introduction, a summary of projects and issues addressed over last year is provided, and then each General Plan element is addressed. Following these topics, the County's planned General Plan and Zoning Ordinance update are addressed. Appendix A includes Government Code Section 65400. Appendix B includes the HCD reporting forms.

II. Plans, Projects, and Accomplishments

During 2018 the County processed numerous projects and participated in a variety of planning programs. The following summaries provide a brief overview of these projects and programs, and are not intended to be exhaustive.

Building Permits

The Department of Building and Safety issued approximately 395 building permits in 2018. Eighty Five building permits were reviewed by the Planning Department for zoning consistency issues. Building permits were reviewed for 8 new single-family homes, and 6 new mobilehomes for an increase of 9 over last year and 10 certificates of occupancy were finalized for single-family homes in 2018.

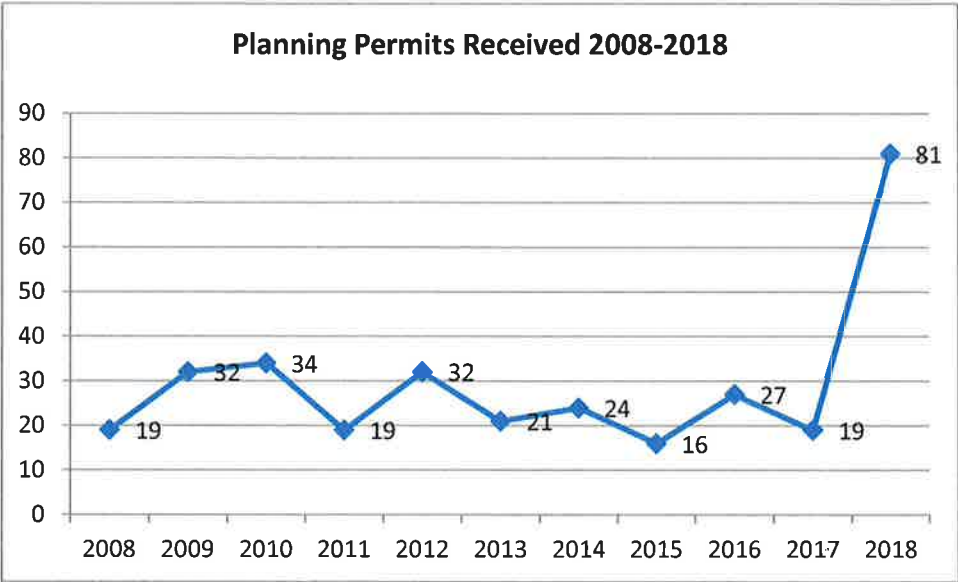


Planning Permits

The Planning Department processed a variety of planning permits during 2018, including conditional use permits (CUP), subdivisions, and associated environmental reviews. The breakdown in applications received is as follows:

- 8 Conditional Use Permits, and 2 Amendments
- 3 Tentative Parcel Maps
- 4 General Plan Amendments

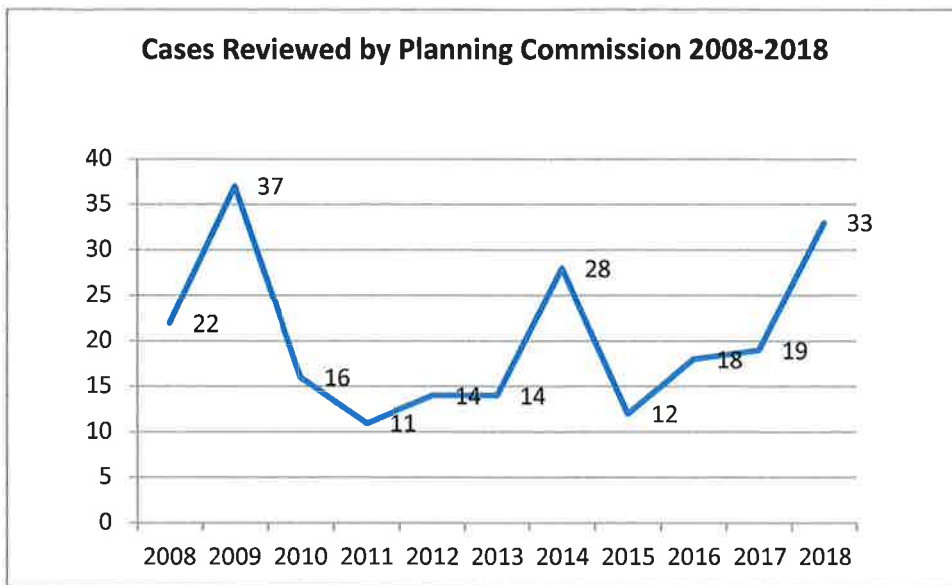
- 5 Zoning Reclassifications
- 5 Zone Text Amendments
- 1 Mitigated Negative Declaration
- 1 Reclamation Plan Amendment
- 1 Renewable Energy Permit
- 1 Appeal Planning Director Decision
- 2 Appeals Planning Commission decisions to the Board of Supervisors
- 30 Hosted Short Term Rental Permits
- 18 Non-Hosted Short Term Rental Permits



In addition, 13 zoning violations were logged, continuing the significant increase that has been occurring since 2015 over the previous years.

During the past year, the Planning Commission agendas included the following application types:

- 5 CUPs, and 1 Amendment
- 3 Tentative Parcel Maps
- 2 General Plan Amendments
- 3 Zoning Reclassifications
- 5 Zone Text Amendments
- 1 Mitigated Negative Declaration
- 1 Reclamation Plan Amendment
- 1 Renewable Energy Permit
- 1 Appeal of a Planning Director Decision
- 2 Appeals of Planning Commission Decisions
- 9 Non-Hosted Short Term Rental Permits



In addition, the Planning Commission reviewed ordinances related to Cannabis activities, Short-Term Rentals, Accessory Buildings and Storage Containers, Mini-Storage Units, and Hemp cultivation, as well as, the County’s mining programs, the Combined-Use Route project and the County’s Local Hazard Mitigation Plan. Of the projects reviewed by the Planning Commission, eleven projects were also presented to the Board of Supervisors. The Lone Pine Architectural Design Review Board did not review any design review cases in 2018. No emergencies were proclaimed in 2018.

Projects Reviewed by the Planning Commission During 2018

In addition to the Ordinances reviewed by the Planning Commission, the following applications were reviewed by the Planning Commission and/or Board of Supervisors during the past year:

Conditional Use Permit 2018-02/White Mountain Research Center– The applicant applied for a conditional use permit to replace a non-conforming building and to continue the research center’s use of the property in compliance with the County’s zoning code. The building will be replaced and continued to be used for temporary residency for visiting students, professors, researchers and military personnel. The Planning Commission approved the project.

Conditional Use Permit 2017-03/F.W. Aggregate, Inc., Durability Mine; Reclamation Plan 2017-01/ F.W. Aggregate, Inc., Durability Mine – F.W. Aggregate, Inc. applied for a Conditional Use Permit and submitted a Surface Mine and Reclamation Act (SMARA) Reclamation Plan to expand the existing Durability Mine from 64 acres to 249 acres on a 480 acre parcel owned by F.W. Aggregate, Inc. The Planning Commission approved the project.

Conditional Use Permit 2018-01/ Silver Spring Storage –The applicant applied for a Conditional Use Permit to install prefabricated storage units for commercial storage rentals (mini-storage). The project site is located approximately 0.7 miles west of U.S. 395, on a 0.5 acre lot, in the community of Wilkerson. The Planning Commission approved the project. It was subsequently appealed to the Board of Supervisors who ultimately denied

the appeal upholding the Planning Commission's approval.

Conditional Use Permit 2018-03/Stuart – The applicant applied for a Conditional Use Permit a digital fuel station sign replacing an analog fuel station sign. This use permit was part of a larger project that consisted of the remodeling and rehabilitating of what was the Big Pine Chevron Station into a Mobil Station, located in the community of Big Pine. The Planning Commission approved the project.

Conditional Use Permit (CUP) 2018-05/ Schlick - The applicant applied for a CUP to build storage units with building front facades. This was for a commercial storage operation, located at 160 N. Main Street, in Big Pine. This is mini-storage is allowed with a conditional use under current zoning and required the Commission's approval. The parcel is a pre-disturbed and graded vacant lot. The Planning Commission approved the project.

Amendment To Conditional Use Permit 2007-04/Project Darwin, LLC. – Project Darwin LLC applied to amend Conditional Use Permit 2007-04 which allowed for mining of the Darwin Mine. The amendment allowed for crushing on site utilizing a portable crusher and processing (separating) of the ore in a new pilot plant to be located in a repurposed existing building near the mine portal. The project site is located approximately a half mile north of the community of Darwin. The Planning Commission approved the project.

Tentative Parcel Map No. 419/Baron – The applicant proposed to subdivide a 12,986-square-foot parcel of land into 2 parcels. Parcel 1 and Parcel 2 consisting of 6,493-square-feet each. There was already an existing single family home on the area of proposed Parcel 2, while Parcel 1 was vacant. The subject property is located at 419 North Jackson Street in the Community of Independence. The Planning Commission approved the project.

Tentative Parcel Map No. 418/Sierra Highlands CSD; and ZR 2018-01/ Sierra Highlands CSD – The applicant applied for a Tentative Parcel Map (TPM) to divide an existing parcel totaling .57-acre (24,919sq.ft.) into two parcels. The proposed project also included a Zone Reclassification (ZR) to update the zoning for Parcel 2 to Public District (P), bringing the zoning into compliance with the existing use. The Planning Commission approved the project.

Tentative Parcel Map #386/Pool- The applicant and staff found inconsistencies in the Tentative Map with the Conditions of Approval and are requesting to amend them, as well as, extend the map approval period for one year. The Planning Commission approved the project.

General Plan Amendment 2018-01/Cook and Zone Reclassification 2018-02/Cook – The project site is located at 1 Hidden Valley Ranch Road, Lone Pine, CA. This parcel was zoned Commercial Recreation with a 5-acre minimum (C5-5.0) and had the General Plan designation of Resort Recreational (REC). The applicant requested the Zoning Designation of Open Space (OS-40); and, the General Plan Designation of Rural Protection (RP). These designations best fit the current uses on the parcel as well as the applicant's future plans for the parcel. The Planning Commission provided a recommendation to the Board to approve both the zone reclassification and general plan amendment and the Board subsequently approved them.

General Plan Amendment 2018-02/Inyo County - Multi-Jurisdictional Hazard Mitigation

Plan - The County proposed to amend the Public Safety Element of its General Plan by adding, by reference, the Inyo County Multi-Jurisdictional Hazard Mitigation Plan (MHMP). Incorporating the MHMP into the County's General Plan provided a more in depth evaluation of hazards in the County and additional mitigation strategies that result in better tools to help protect the safety of the County's citizens. It should also allow the County to be eligible for consideration for part or all if its local costs on eligible public assistance to be provided by the State share funding through the California Disaster Assistance Act. The Planning Commission provided a recommendation to the Board to approve and the Board subsequently approved it.

Zone Reclassification 2018-07/In Ernest Holdings LTD. Liability Company – The applicant proposed changing the Zoning Designation on a property, located at 225 North Mount Whitney Drive, Lone Pine, CA with Assessor Parcel Number (APN) 005-073-34. This parcel was zoned Multiple Residential (R2). The applicant is requested the Zoning Designation of Single Residence or Mobilehome Combined (RMH). The proposed zoning is consistent with the current use on the parcel (a single family residence). The applicant also applied for a Hosted Short-Term rental at this property, which is allowed in the RMH zoning, but not in the R2 zoning. The Planning Commission provided a recommendation to the Board to approve and the Board subsequently approved it.

Zone Text Amendment 2017-05/Inyo County – Commercial Cannabis Activities – County staff spent over a year on landuse and business license regulations for commercial cannabis activities. This included seventeen public outreach workshops and numerous Board of Supervisors workshops. Staff presented the ordinance updating the County's Zoning Code to include commercial cannabis activities to the Planning Commission. The Planning Commission provided a recommendation to the Board to approve and the Board subsequently approved it in January 2018.

Zone Text Amendment 2017-06/Inyo County-Expedited Abatement Procedures for Nuisances Caused by Cannabis Cultivation – Commercial cannabis activities can be considered controversial to some people and it is also potentially impactful. Because of this, county staff developed an expedited enforcement process for commercial cannabis cultivation operations. The Planning Commission provided a recommendation to the Board to approve and the Board subsequently approved it in January 2018.

Zone Text Amendment 2018-01/Inyo County- Mini-Storage as a Conditional Use in the Central Business Zone – At the Board of Supervisors' direction, staff drafted a proposed ordinance to update the Inyo County Zoning Code's Title 18, Central Business Zone to allow for mini-storage facilities as Conditional Uses. This was based on the Board of Supervisors direction after denying the Appeal brought forward by the applicant Schlick. The Planning Commission provided a recommendation to the Board to approve and the Board subsequently approved it.

Zone Text Amendment 2018-03/Inyo County – Industrial Hemp Activities

The County proposed to amend sections of the Zoning Ordinance to allow for hemp activities in the Open Space (OS), Light Industrial (M2) and General Industrial and Extractive (M1) Zones and to add standards guiding hemp activities to be consistent with both California law and the goals of the Inyo County General Plan. The Planning Commission provided a recommendation to the Board to approve and the Board subsequently approved it.

Zone Text Amendment 2018-02- Shipping Containers-Staff drafted proposed ordinance to update the Inyo County Zoning Code's Title 18.78.150 Accessory Buildings to include Shipping containers and similar structures and for a general reformatting. The Planning Commission provided a recommendation to the Board to approve and the Board subsequently approved it.

Mitigated Negative Declaration/Initial Study (MND/IS) for the Proposed Routine Maintenance Streambed Alteration Agreement- Inyo County Public Works Department proposed entering into a 10 year Routine Maintenance Agreement (RMA) with the California Department of Fish and Wildlife (CDFW) under the Lake and Streambed Alteration Program (Section 1600 of the CDFW Code). The RMA will cover routine maintenance performed by the Inyo County Road Department that occurs near CDFW jurisdictional waterways. These maintenance activities include shoulder maintenance on paved roads, roadway grading on dirt roads, clearing of drainage ditches, and removal of sediment and debris from culverts. All maintenance work occurs within the previously impacted road Right of Way. The Planning Commission Certified the CEQA document.

Renewable Energy Permit 2018/01 Barker- The applicant applied for a Renewable Energy Permit to construct a 1 megawatt (MW) photovoltaic solar facility using 3,500 fixed tilt or single-axis tracker solar panels. The project site is located on two 5-acre parcels that are highly disturbed with no natural vegetation or structures on site in the community of Trona. The Planning Commission approved the project.

Planning Commission Appeal of Director Determination/Schlick - The appellant requested a Director Determination on whether he could develop a property located in Big Pine along Main Street, in the Central Business Zoning District, with a mini-storage facility. The Planning Director provided a determination that this use is incompatible with the Central Business Zone. This decision was appealed to the Planning Commission, per ICC Section 18.81.030. Staff recommended denial of the appeal and the Planning Commission did deny upholding the Planning Director decision.

Board of Supervisors Appeal of Planning Commission Decision/Schlick – The appellant appealed the Planning Commission's decision to uphold the Director's determination that mini-storage facilities are an incompatible use the Central Business Zone. The Board upheld the Planning Commission's denial of the appeal and directed staff to prepare an ordinance to include mini-storage facilities as a conditional use in the Central Business Zone.

Board of Supervisors Appeal of Planning Commission Decision – 2018-01/ Silver Spring Storage The appellant appealed the Planning Commission's decision to approve the mini-storage facility. The Board of Supervisors denied the appeal upholding the Planning Commission's approval, with additional conditions of approval.

Non-Hosted Short-Term Rental Permit No. 2018-03/Rudolph – The applicant applied for a non-hosted short term vacation rental permit, located at 595 Brockman Ln, in Bishop. This permit was required for the applicant to begin renting residential space for periods of 30-days or less. The Planning Commission approved the project.

Non-Hosted Short-Term Rental Permit No. 2018-05/Campbell – The applicant applied for a non-hosted short term vacation rental permit, located at 1090 Shahr Ave, in Lone Pine. This permit was required for the applicant to begin renting residential space for periods of

30-days or less. The Planning Commission approved the project.

Non-Hosted Short Term Rental Permit 2018-03/Gleason – The applicant has applied for a Non-Hosted Short Term Rental permit for their residence located at 2483 Sunrise Drive, in the West Bishop neighborhood of unincorporated Inyo County, California. A Non-Hosted Short Term Rental permit is required before an applicant can begin renting a residence for periods of 30 days or less. The requirements for this permit are specified in Inyo County Code Chapter 18.73. The Planning Commission approved the project.

Non-Hosted Short Term Rental Permit No.2018- 04/Stewart- The applicant applied for a Non-hosted Short Term Vacation Rental permit, located at 100 Hardy Rd, in Bishop. This permit is required for the applicant to begin renting residential space for periods of 30-days or less. The Planning Commission approved the project.

Non-Hosted Short-Term Rental Permit No. 2018-08/Steele -The applicant applied for a Non-hosted Short Term Vacation Rental permit, located at 171 Flower Alley, in Big Pine. This permit was required for the applicant to begin renting residential space for periods of 30-days or less. The Planning Commission approved the project.

Non-Hosted Short-Term Rental Permit No. 2018-10/Payne- The applicant applied for a Non-hosted Short Term Vacation Rental permit, located at 130 Hardy Road, in Bishop. This permit was required for the applicant to begin renting residential space for periods of 30-days or less. The Planning Commission approved the project.

Non-Hosted Short Term Rental Permit 2018-09/J. Castaneda – The applicant applied for a Non-Hosted Short Term Rental permit for their residence located at 560 West Bush Street #B, in the community of Lone Pine, Inyo County, California. A Non-Hosted Short Term Rental permit is required before an applicant can begin renting a residence for periods of 30 days or less. The Planning Commission approved the project.

Non-Hosted Short-Term Rental Permit No. 2018-06/Huizar- The applicant applied for a Non-hosted Short Term Vacation Rental permit, located at 637 East Muir Street, in Lone Pine. This permit is required for the applicant to begin renting residential space for periods of 30-days or less. The Planning Commission approved the project.

Non-Hosted Short-Term Rental Permit No. 2018-12/Hayata- The applicant applied for a Non-hosted Short Term Vacation Rental permit, located at 1055 Shahar Ave, in Lone Pine. This permit is required for the applicant to begin renting residential space for periods of 30-days or less. The Planning Commission approved the project.

Other Plans and Projects

The following discussion summarizes other projects which the County expended substantial efforts in 2018.

Cannabis – In 2016, the California voters enacted Proposition 64, which permits and regulates recreational use of marijuana in California. Several statutes to regulate medical marijuana were passed in the 2015 legislative session – Assembly Bill (AB) 266 (Bonta, 2015), AB 243 (Wood, 2015), and Senate Bill (SB) 643 (McGuire, 2015) – becoming effective January 1, 2016. The County also included Advisory Ballot Measures G, H, and I in the 2016 election: Measure G inquired whether the voters support medical

commercial cannabis businesses, H inquired whether the voters support recreational cannabis businesses, and I was for a tax on cannabis businesses. All three measures were decided in favor cannabis businesses and taxation. The County continues to monitor implementation of the legislation. The County worked throughout 2017 on cannabis regulations and adopted them in January 2018. In December 2018 the first Cannabis Business Licenses were awarded in Inyo County. The subsequent CUPs will start being processed in January 2019.

Dark Skies – Lighting – In the 2002 update of the County’s General Plan a policy relating to lighting was include, under the Conservation and Open Space Element - Visual Resources 1.6 Control of Light and Glare. It states: *The County shall require that all outdoor light fixtures including street lighting, externally illuminated signs, advertising displays, and billboards use low-energy, shielded light fixtures which direct light downward (i.e., lighting shall not emit higher than a horizontal level) and which are fully shielded. Where public safety would not be compromised, the County shall encourage the use of low-pressure sodium lighting for all outdoor light fixtures.* This policy was never implemented through the zoning code as language was never included in the County’s zoning code for it. Due to interest from the community and members of the Board of Supervisors, County staff began a process to evaluate a possible lighting ordinance for the County. Three public outreach meetings and two Board workshops were held on the subject in 2018. The project is continuing into 2019.

Short-term Vacation Rentals – In 2006 the County determined that short-term vacation rentals are not permitted within the Residential Zoning Districts. The County is beginning to investigate if this decision should be revisited, and if so, how it might proceed. During 2016, the Board conducted several workshops, and directed staff to begin public outreach. Public workshops were conducted in 2017 and Draft regulations were prepared. In February 2018 an ordinance was approved by the Board of Supervisors allowing for the short term rental of residential properties with proper permitting. The County began approving permits for short term rentals in April 2018.

Community Plans for Charleston View/Tecopa/Shoshone – Based on interest from local residents, the County embarked on preparation of Community Plans for Tecopa and Charleston View in Southeast Inyo County in 2015. Public meetings were conducted in both Charleston View and Tecopa in 2016 to kick-off the project and vision the Plan. In addition, background reports were developed for each planning area. Work continued on the plans in 2017 with visioning work. In December 2018 Draft Community Plans were presented to the communities of Charleston View and Tecopa. The Plans were well received with a few suggestions for minor changes. The County will now try to identify and pursue grants for environmental analysis and implementation of the Plans.

Olancha Cartago Corridor Study – The County was awarded a Caltrans Sustainable Communities Grant to study a section of U.S. 395 that is currently planned to be bypassed as part of the Caltrans US 395 Olancha-Cartago four lane project. The Olancha Bypass Corridor Study (OBCS) will include both 1) a portion of US 395 from the current intersection of SR 190 northward to just past Cartago that is proposed to be relinquished to the County and 2) the portion of US 395 from the current intersection with SR 190 south to the southern end of the bypass that will become part of SR 190. Work began on the study in 2018 that included the first public outreach meeting. This project will continue through 2019.

Inyo National Forest Plan Revision – The County participated extensively in development of the 2012 Planning Rule for the National Forests and was instrumental in ensuring that coordination with local government was included in the Rule’s requirements. The Inyo National Forest was selected to be an early adopter of the new rule, and the County has been working with the Forest Service in developing the new Plan. The County and the Forest Service worked for several years to develop a MOU to guide coordination, which was approved in 2014. The County reviewed numerous documents and provided input in 2016 and in particular the draft Environmental Impact Statement (EIS) and draft Plan Revision. The County reviewed the Draft Finals of the Inyo National Forest Plan Revision and EIS during 2018 and provided two objections related to wilderness designations. The County is awaiting an Objection meeting in 2019.

Desert Renewable Energy Conservation Plan (DRECP) – The DRECP covers the Mojave and Colorado deserts to provide binding, long-term endangered species permit assurances and facilitate renewable energy project review and approvals. The DRECP planning area includes portions of Inyo County: roughly in the Owens Valley to just north of Independence, the Panamint Valley, Death Valley, and other southeast portions of the County. The County has been participating in the project since the late 2000s, which was to have been a General Conservation Plan/Natural Communities Conservation Plan. In 2014, a phased approach was taken to the DRECP whereby the Bureau of Land Management’s (BLM) Proposed Land Use Plan Amendment was separated out from the NCCP component. The Final EIS and Proposed Decision were released in late 2015, which the County protested. The County approved a Programmatic Agreement regarding cultural resources related to the Plan in early 2016, and reviewed BLM’s recirculation of the Areas of Environmental Concern from the draft DRECP. The Record of Decision was issued later in 2016, which dismissed the County’s protest and implemented the BLM’s DRECP components. In early 2017 the BLM published a Segregation Notice for mineral entry on California Desert National Conservation Land. The County provided comments on this action and continues to monitor DRECP activities. In February 2018 a Presidential Executive Order was noticed in the Federal Register instructing the BLM to begin a scoping process for possible amendments to the DRECP. The notice specifically requested comments on how land designations identified in the DRECP might affect the ability to develop solar, wind or other renewable energy resources. The County evaluated and provided comments to the BLM regarding this request.

Motorized Vehicle Management in Western Mojave Planning Area (WEMO) – The County is participating in development of this plan as a Cooperating Agency, which proposes a plan amendment and alternatives covering the management of motorized vehicles on public lands in the Western Mojave area. The County reviewed and submitted comments to the BLM for the Draft EIS in 2015; BLM subsequently reopened the comment period in late 2015 and 2016, and the County did not provide any additional input. In April of 2018 the BLM released the West Mojave Route Network Project – Draft Land Use Plan Amendment and Supplemental Environmental Impact Statement. The County reviewed these documents and provided comments that related to specific routes located in Inyo County.

Hazard Mitigation Plan – The County completed assessment of the risk from all hazards, natural and manmade, within the County and neighboring Counties, evaluate the vulnerability of structures and infrastructures to these hazards, and assist participating jurisdictions to identify and plan mitigation initiatives to address the vulnerabilities. The plan will provide a set of action items that, if implemented, can help reduce the risk from

natural hazards. The Draft Plan was released for Public Comment and meetings were held with local Tribes. The California Office of Emergency Services and the Federal Emergency Management Agency approved the plan at the end of 2017. In 2018 the Plan was incorporated into the County's General Plan Public Safety Element by reference.

Saline Valley Plan – Death Valley National Park (DVNP) has embarked on a management plan for the warm springs in Saline Valley. An active user group utilizes the springs, which have been extensively altered from their natural state and now include concrete pools and other infrastructure. The Plan is intended to address the springs and nearby lands, which were not included in the Park's Management Plan due to their sensitivity. In 2012, the County entered into an MOU with the Park, including memorializing the County's cooperating agency status for the Plan and related EIS. The County continues to participate in the development of the management plan and EIS. In May 2018, DVNP released the Saline Valley Warm Springs Management Plan and DEIS and the County provided comments, specifically on the Preferred Alternative.

Mining – Pursuant to the Surface Mining and Land Reclamation Act (SMARA), the County continued its oversight activities to encourage production and conservation of mineral resources while minimizing associated environmental impacts. Staff has continued to amend County policy as the impacts of changes to SMARA that were approved by the California Legislature and Governor in 2016 are continuing to be implemented. Staff is responsible for the inspection and administration of reclamation policy for approximately 74 SMARA mines. Staff has noted a general increase in activity at many of the County's local surface mines over the last year.

Brownfields Grant – In 2011 Inyo County entered into a Memorandum of Understanding (MOU) with Nye, Esmeralda, Lincoln, and White Pine counties of Nevada for the Environmental Protection Agency Brownfields Coalition Assessment Grant to conduct environmental site assessments and area-wide planning in support of renewable energy, transmission, and economic development in the vicinity of identified Brownfields sites. A subsequent grant was obtained, and the Coalition was expanded to include Esmeralda County. In 2018 the Duckwater Shoshone Tribe joined the Coalition. The County continued to participate in the Coalition during 2018. A site that was reviewed under a Brownfield grant funded Phase I environmental assessment in 2016 and a Phase II environmental assessment in 2017 was able to be successfully developed into a Grocery Outlet store with plans for the remainder of the property to be developed into the Inyo County consolidated office building. Also in 2018, a revolving loan and fund grant, applied for in 2017, was awarded to the coalition. The coalition completed updates to its website and to the Area Wide Plan.

Yucca Mountain Repository Assessment Office – Funding for development of the Yucca Mountain Repository was terminated by the Obama Administration, consequently eliminating the funding to all Affected Units of Local Government. Staff continues to monitor litigation and other activities. In 2016, the County reviewed and provided input regarding the Final Supplemental EIS for groundwater, which largely responded to the County's previous input. The County has continued through 2018 to support groundwater monitoring in its southeast to provide data for the project.

Tribal Consultation Policy – In response to input from the Big Pine Tribe, the County developed a draft Tribal Consultation Policy to guide its consultation efforts under Senate Bill 18 (Burton, 2004) and Assembly Bill 52 (Gatto, 2014). The County shared the draft

Policy with local Tribes and conducted multiple workshops in 2015 and 2016. The County approved the Policy in late 2016, and invited the Tribes to consult regarding development of Tribe-specific agreements. The County continues to work with the Tribes on establishing good communications and possible Tribal-specific agreements. The County and local Tribes engaged in two project consultations in 2018.

Coso Hay Ranch Water Export Project – The County approved a project in 2009 that pumps water from the Hay Ranch in the Rose Valley to the Coso Geothermal plants at China Lake Air Weapons Naval Station. The County continued to monitor pumping activities in 2018.

Renewable Energy Transmission Initiative 2.0 – The State embarked on a new Renewable Energy Transmission Initiative (RETI) in 2015, building upon the first RETI from the late 2000s and subsequent planning work. The County is monitoring RETI 2.0 and has requested public meetings in Inyo County.

West-wide Energy Corridors – This project, approved in 2009, involves numerous federal agencies led by the BLM. Pursuant to a settlement agreement, the federal agencies are conducting reviews of the approved corridors. In 2016, a Corridor Study and regional reviews were released. The County provided input regarding the Region 1 Review and continues to monitor the program.

Forest Service Coordination – The County reviewed notices from the U.S. Forest Service and selectively provided input regarding the Bishop and Pine Creek Fuels Reduction, Oak Creek Post-Flood Stream Restoration, and Mammoth Base Land Exchange projects.

Crystal Geyser Roxane Cabin Bar Ranch Water Bottling Plant Project – The CGR Cabin Bar Ranch Water Bottling Plant project proposes the construction and operation of a spring water bottling facility on a 34-acre site on the northeastern portion of the 420-acre Cabin Bar Ranch property, adjacent to the southern boundary of the community of Cartago and on the east side of US Highway 395. Approved in 2013, the project will pump 360 acre feet of groundwater per year. Project facilities include a 198,000-square foot water bottling plant containing four bottling lines and an associated 40,000-square foot warehouse facility. The County continues to monitor implementation, and issued building permits for components of the proposed facilities in 2018.

Crystal Geyser Olancha Bottling Plant Water Quality Investigation – The Lahontan Regional Water Quality Control Board is investigating unpermitted arsenic discharges from CGR's water bottling plant in Cartago. The County coordinated with the Water Board to conduct two public meetings regarding the investigation in 2016, as well as responding to the Grand Jury's findings regarding the issue. The County continues to monitor this situation.

North Sierra Highway Corridor/Specific Plan – In 2015, Caltrans selected the County and the City of Bishop for a grant to prepare a Corridor Plan for North Sierra Highway (generally between the Tri-County Fairgrounds and the Bishop Paiute Palace on the north side of Bishop) in 2015. The County, City of Bishop, and the Bishop Paiute Tribe worked with other interested parties in the Corridor to expand the scope of work to a Specific Plan, and the Eastern Sierra Transit Authority pledged to provide financial support to assist doing so. In 2016, the County and its partners selected a consultant to

assist in the planning process and convened an Advisory Committee to assist with coordination between the many participating agencies. Preliminary outreach commenced, existing conditions were assessed, and a visioning was initiated. A Charrette was conducted to brainstorm ideas for the Plan, and a draft Plan is anticipated in 2017. The Corridor Plan was completed in 2017. The specific plan has not been completed and staff will continue to look for grants to fund its completion.

Sol Smart – Through the Department of Energy’s Sun Shot – Roadmap, Inyo County deployed a program to encourage small solar energy systems and energy efficiency for local residents and businesses. The County developed an expedited permitting process for small-scale solar energy systems and institutes a small-scale solar-friendly zoning ordinance. In cooperation with Southern California Edison (SCE), the County updated its General Plan to incorporate energy efficiency goals, policies, and implementation measures. Also in cooperation with SCE, the County has prepared an Energy Efficiency Revolving Loan Fund program, and is seeking seed funds to implement. Through these programs, Sol Smart, a program funded by the U.S. Department of Energy Sun Shot Initiative, has recognized Inyo County as second in the nation for taking important first steps to encourage solar energy for homes and businesses. The County is still participating in the Sol Smart program.

DWP Solar Ranch – The County is monitoring DWP’s Solar Ranch proposal in the Southern Owens Valley, which intends to develop approximately 200 megawatts of photovoltaic. DWP issued a Notice of Preparation for the project in 2010, and the two locations and in 2013, DWP decided to develop a third site, located south of Independence. The County provided input regarding the Draft EIR for the project in 2013, and continues to monitor for any progress.

Big Pine Veteran’s Path – The County was working with DWP to entitle and construct a walking path from Big Pine to the Veteran’s Memorial north of town. During 2017, the County continued to coordinate with DWP to authorize the activities and begin permitting. DWP never provided the necessary authorization for this project and the grant funding was opportunity was coming to an end, so to prevent the loss of this funding opportunity the Board of Supervisors voted to use the grant money to pave a local Veterans of Foreign War community center parking lot instead. County staff will continue to try to work with DWP on this project and if they are forthcoming will look for other ways to fund it.

Zoning Code/General Plan Update – The County adopted a comprehensive General Plan update in 2001. One of the follow-up actions directed in the 2001 General Plan was to update the Zoning Code, which is a component of the Inyo County Code. Staff worked with Willdan in 2011 to prepare updated Zoning Code sections and incorporated the Planning Commission’s and Board of Supervisors’ input into a comprehensive Zoning Code update and prepared a related General Plan update. Staff received direction from the Board regarding several issues related to the update in 2014, including code enforcement, Digital 395, and special event permits. Environmental review is anticipated in 2019.

Endangered Species Coordination – The County has been monitoring the US Fish and Wildlife Service’s endangered species listing work program. Most recently this included proposals for listing of various species of Bumble Bess.

Property Assessed Clean Energy Program (PACE) – During 2016 and 2017, the County evaluated the feasibility of participating in PACE, which provides alternative financing homeowners and businesses for renewable energy, energy efficiency, and other authorized improvements. PACE providers are coordinating with the Tax Collector and Auditor to assist in determining if the County should proceed.

Public Lands – The Board is investigating public lands issues in the County, including, but not limited to, the following: (1) County gravel pits along Saline Valley Road; (2) Wilderness Study Areas; (3) Surprise Canyon and the Amargosa River; (4) Death Valley National Park land and boundary adjustments; (5) Land tenure and potential releases of public lands; (6) Inyo County road rights-of-way on federally-managed public lands; and, (7) New federally-managed lands designations. Subtopics that could be explored through the effort include recreation, sustainable economics, and community development. The Board considered a scope of work to evaluate these issues, and directed staff to continue its efforts in 2018.

Quadstate Local Government Authority – The County joined this body in 2010, which was established in response to issues surrounding the desert tortoise. The authority is guided by a Joint Powers Agreement, and includes counties in Arizona, Utah, Nevada, and California. The organization is active regarding numerous issues relevant in the desert southwest, in addition to the tortoise.

Inyo County Consolidated Office Building – The County continued in 2018 to work towards developing a consolidated office building to house multiple departments currently located in various facilities throughout Bishop. The proposed consolidated office building will house County Counsel, the District Attorney office, the Public Guardian, Health and Human Services, Waste Management, Motor Pool, Building and Safety, Parks and Recreation, Personnel, Information Systems, Sheriff, and Probation, and possibly an Adult Education Center. The County has been considering a consolidated office building for about 20 years. In 2018, the Chair of the Board signed an agreement with a developer who will design and build the consolidated office building. The building is forecasted to be complete in 24 months.

Twenty-first Century Obsidian Project – Digital 395 (an American Reinvestment and Recovery Act project) equipped the Owens Valley with a middle-mile broadband conduit. The County issued a Request for Proposals (RFP) in November of 2014 to leverage this resource to the fullest extent and stimulate economic development by offering entrepreneurs access to this technical infrastructure. Two qualified responses to the RFP were received. The County is currently in contract negotiations with Inyo Networks. The County would oversee contracted mechanisms to design, finance, construct, operate and maintain an Open Access, last-mile fiber-optic network providing connections between all premises in the Owens Valley and the Digital 395 middle-mile conduit creating one of the few true Gigabit districts in the Country.

2018 Regional Transportation Improvement Program – This project involved the development and selection of transportation projects that are then programmed in specific amounts and program years for the next five year funding cycle. The development of this program required local and regional coordination. This program was approved by the Inyo County Local Transportation Commission in December 2017. The Statewide Transportation Improvement Program (STIP) has been implemented in an ongoing basis

by Caltrans, County, and City of Bishop. Going into 2019 the priorities remain 1) construction phase of the 395 Olancho Cartago 4 Lane Project, 2) design of the SR 14 Freeman Gulch Segment 2 Project, 3) construction of the South Lake Road Project, 4) environmental phase on Lone Pine Town Rehab Project and the East Line St. Bridge Project.

South Lake Road Reconstruction – South Lake Road Reconstruction – This project will reconstruct South Lake Road between SR 168 and South Lake and add bicycle lanes on the lower 2.1 miles of roadway. The County, in partnership with the Federal Highway Administration (FHWA) completed a review of this project under the California Environmental Quality Act and the National Environmental Policy Act. The design was completed by FHWA (and reviewed by the County) in 2018, and construction is programmed for the summer of 2020 or 2021, dependent on funding.

Regional Transportation Plan (RTP) – The County initiated an update to the RTP in 2018. A consultant, LSC Associates, was hired to complete the process. The update is scheduled to be completed by September, 2019. The RTP serves as the County planning blueprint to guide transportation investments utilizing local, state, and federal funding over the next 20 years. In 2018, local agencies and the LTC continued to implement goals and policies set forth in the prior RTP and the updated Overall Work Plan.

Inyo County Active Transportation Program Plan – In response to the MAP-21 Federal Reauthorization and the California Active Transportation Program, Inyo County entered into a contract with a consultant to draft an Active Transportation Program (ATP) Plan and held public outreach meetings. A draft ATP was released during late in 2015 for public review and comment and then approved by the Inyo County Local Transportation Commission in April 2016. The Draft ATP Plan includes:

1. Bicycle Element – an update of the 2009 Inyo County Collaborative Bikeways Plan;
2. Pedestrian Element – this describes existing facilities, examines past accident records, estimates the current number of pedestrians, lists and prioritizes potential projects, and identify funding sources;
3. Recreation Trails Element – this identifies areas where there are deficiencies in motorized and non-motorized recreational trails, lists and prioritizes potential projects, estimates the number of users for a given trail segment, and describes how the projects provide for the viewing of points of interest; and
4. Safe Routes to School Element – this section creates Safe Routes to Schools maps for all areas in Inyo County and updates the Safe Routes to School maps for schools inside the City of Bishop.

In 2018 Inyo County submitted applications for several competitive ATP Cycle 4, 2019 Grants. One of the three submissions was successful. The California Transportation Commission has awarded funding for the “Lone Pine Sidewalk Construction and ADA Improvement Project.”

Eastern Sierra ATV Adventure Trails System Project – The County certified an EIR for this project in early 2015, which included potentially up to 38 combined-use routes on County roads for Off-highway vehicles. The Board approved seven of the routes for a pilot program, three of which opened in the summer of 2015. The County reached an agreement with the City of Los Angeles Department of Water and Power (DWP) to open the remaining four routes in December 2016. The County completes an annual

monitoring report that is submitted to DWP for their review. Also, an update hearing presented to the Board of Supervisors was held in December with the final report sent to the California Legislature in December as required by the law. The Legislature now has until January 1, 2020 to act upon the proposed revision or the statute will expire.

Inyo-Mono Integrated Regional Water Management Plan (IRWMP) - The ICWD participates in this collaborative body made up of public, private and not-for-profit entities, including Inyo and Mono counties, the town of Mammoth Lakes, tribes, water districts, and community service districts. The group consists of 32 voting members. The mission of the Inyo Mono Regional Water Management Group (RWMG) is to “To research, identify, prioritize, and act on regional water issues, and related social and economic issues, so as to protect and enhance our environment and economy.”

A Phase II Inyo Mono IRWMP was complete in 2012, which was again revised in 2014. In January 2016, DWR awarded the Inyo-Mono IRWMP \$1,816,943 for various projects in the region, including funding of \$280,234 to Inyo County for a project titled “Recycled Water for Restoration and Community Projects in Big Pine” to examine the feasibility for using water from the waste water treatment plant operated by the Big Pine Community Service District for projects in Big Pine. The feasibility study was prepared by R.O. Anderson, LLC and proposes to treat wastewater to supply a LADWP mitigation project east of town, in trade for an equal supply of fresh water for town use. Engineering, design, and CEQA will be completed in 2019.

Inyo/Los Angeles Long Term Water Agreement – The Inyo/Los Angeles Long Term Water Agreement (Agreement) is settlement to litigation between the County and Los Angeles concerning the operation of Los Angeles’s second aqueduct. The Agreement requires Los Angeles to manage surface water and groundwater so as to avoid any significant adverse impacts that cannot be acceptably mitigated. Joint activities conducted by the County and Los Angeles include annual planning of water management activities, implementation of mitigation projects, monitoring of habitat and hydrologic conditions, and evaluation of current conditions relative to the Agreement’s goals. Specific activities undertaken during 2017 include management of historically high runoff conditions, evaluation of conditions in an area previously impacted by groundwater pumping, development of a plan for testing the environmental and hydrologic effects of a well that Los Angeles modified to withdraw water only from deeper aquifer zones, and ongoing monitoring of phreatophytic vegetation conditions on Los Angeles’s land throughout the Owens Valley floor.

Lower Owens River Project (LORP) - The LORP is a mitigation project under the Long Term Water Agreement with the Los Angeles Department of Water and Power (LADWP). The project is compensatory mitigation for impacts considered difficult to quantify or mitigate directly. Ten years into the project, the goals of the LORP – to establish a healthy, functioning ecosystem for the benefit of biodiversity and Threatened and Endangered species – are in part being met. The river riparian corridor has greened up considerably, but the rate of recovery of tree willow and cottonwoods has been slow. These trees provide habitat for a number of avian species that are listed as indicators of project. Bulrush and cattails line much of the project’s wetted area, and are in many areas limiting recreational access, as well as occupying land where tree willow might have otherwise established. In the river, the combination of warm water and high flows, which stir up accumulated organic material, can cause a decrease in dissolved oxygen. On numerous occasions this situation has led to fish kills. However, the fishery is robust and

has proven to be resilient—recovering after water quality returns to normal. 2017 imposed unusual conditions on the LORP. The EIR prepared for the LORP (2004) prescribes a baseflow of not less than 50 cubic feet per second (cfs), plus an annual habitat flow indexed to runoff that peaks at 200 cfs over a 14-day ramp-up/ramp-down period during years of above average runoff; however, due to extremely high runoff, Los Angeles used the LORP as a conveyance for surplus water and flows peaked at 326 cfs and exceeded 200 cfs for approximately one month in mid-summer. These high flows resulted in a fish kill as described above and appeared to move significant dissolved organic matter through the river system. Surveys completed in August 2018 found a significant increase in populations and spread of the noxious weed *Lepidium*; which, if not controlled could threaten some of the LORP goals. Funding is being sought by the Inyo/Mono Agricultural Department to control further spread.

Owens River Water Trail (ORWT) - The County applied for a grant from the CA Natural Resources Agency (CRA), for an Owens River Water Trail, which would open up 6.3 miles of river east of Lone Pine. The grant criteria were two-fold; create new opportunities for recreation and improve environmental condition. The section of river chosen for the ORWT was identified in the preferred LORP Recreation Plan as suited for this purpose. This stretch of river is mostly open, but is occluded in areas that developed tule blockages under low-flow conditions (1906-2006). These blockages were not breeched prior to the release of the LORP flow. On July 19, 2016 the County was notified that they had been selected by CRA to receive a \$500,032 award to build the trail. An additional award of \$110,000 has been offered the County by the CA Department of Boating and Waterways. These funds would pay for design, engineering, and permitting for improvement at the launch and take-out facilities. Construction of the trail had been held up by a LADWP requirement that an EIR be completed before the City issues any type of site agreement. Los Angeles agreed to fund the EIR, which is anticipated to be out in draft mid-2019.

Mitigation Projects - One of the key roles of the ICWD is to monitor and report on the implementation and ongoing management of 63 environmental projects and Enhancement/Mitigation projects, which are LADWP obligations in the Owens Valley. These mitigation projects include civic improvement, revegetation, wildlife enhancement, habitat recovery, and the LORP. These projects are mitigation measures adopted by LADWP in the 1991 EIR; projects that are provided for in the 1997 MOU; and projects developed subsequently. If mitigation goals are not being met, or projects are not being managed as stipulated, or simply not being implemented, the ICWD works with the LADWP and MOU parties to either help implement or modify the project. The full list of these projects and their status, as well as other useful information can be found in the Inyo County Water Department's webpage www.inyowater.org/mitigation. In 2017, Los Angeles and the County worked on a joint assessment of the status of mitigation projects and other activities mandated under the Agreement. Inyo County and LADWP agreed on the status of all but four of the mitigation projects, and one of the other mandated commitments. Of the 64 mitigation projects, the County and Los Angeles agreed on the status of all but three projects. In Inyo County's assessment, 48 projects were either complete or implemented and ongoing, and 16 projects were either implemented but not meeting goals or not fully implemented.

Sustainable Groundwater Management for the Owens Valley (SGMA)

The Sustainable Groundwater Management Act of 2014 (SGMA) requires that local agencies sustainably manage groundwater basins in California. The Owens Valley

Groundwater Basin (Basin) as a medium priority basin must be managed by a local Groundwater Sustainability Agency (GSA) in accordance with an approved Groundwater Sustainability Plan (GSP). The Basin includes Owens, Chalfant, Hammil, and Benton valleys, and initially, Inyo County, Mono County, City of Bishop, and the Tri Valley Groundwater Management District each were designated GSA's. In 2018, the four agencies withdrew as GSA's to allow the Owens Valley Groundwater Authority (OVGA) formed in 2017 to become the exclusive GSA for the Basin. Actions by the OVGA in 2018 related to administration or governance procedures include: completed funding agreements with member agencies, completed financial services agreement with Inyo County, certified a conflict of interest code, adopted bylaws for the OVGA, approved OVGA membership in the Integrated Regional Water Management Group, and appointed the Inyo County Water Director as Executive Manager. In 2018, Inyo County obtained grant funding of \$713,155 from the Department of Water Resources (DWR) for development of the GSP. Subsequently, the OVGA contracted with DWR to accept and manage the grant although the County will continue as the fiscal agent. The OVGA solicited statements of qualifications from interested consultants and selected Daniel B. Stephens and Associates based on review criteria set by the OVGA. A contract with the consultant to begin work on the GSP was completed in late 2018. Additionally, the OVGA's general application for technical support services (e.g. monitoring well installation or video inspection) was approved by the DWR.

Rovana Wastewater Treatment Plant – The State Water Resources Control Board is requiring that the operator of the Rovana Wastewater Treatment Plant hire a full-time employee to run the system, which would substantially increase costs to renters in the Village. The County requested that the Water Board and others support alternatives to maintain affordable housing opportunities in Rovana.

Bishop Airport Layout Plan and Narrative – The County received a grant to update the Bishop Airport Layout Plan (ALP) and Narrative in 2014. Several public meetings were held and work to complete a Phase I and II of a passenger traffic study was done. The ALP and Narrative were submitted to the FAA for review/approval late in 2017; after several rounds of reviews, the ALP is under final review and is anticipated to be approved in spring, 2019.

Lone Pine-Death Valley Airport Layout Plan and Narrative – The County received a grant to update the Lone Pine-Death Valley Airport Layout Plan (ALP). The final ALP and Narrative were submitted to the FAA at the end of 2018 and FAA approval is expected by end of Quarter 1, 2019.

Local Agricultural Study – The Agriculture Department worked with a consultant to complete a study aimed at quantifying the value of local agriculture to our economy. This study was completed in 2017 and provides more in-depth analysis than the gross production value that is presented in the annual Crop and Livestock Report. Areas of analysis include comparison to other local industries, valuation of industries reliant on or linked to agriculture, economic ties between Inyo and Mono Counties, number of jobs maintained by this industry, economic contributions by crop and land ownership, a valuation of taxes generated by this industry, and estimated value of ecosystem services provided by agricultural producers. This report continues to provide valuable information to the County. The Agriculture Department also continued to provide an annual pesticide seminar in 2018 that focuses on the safe and effective use of pesticides and alternatives to using pesticides in agriculture production.

III. General Plan Elements

The General Plan details the County's guiding principles for a variety of planning topics and is the roadmap for future development. California Government Code Section 65300 et seq. provides direction and specifications for the content of the General Plan. The following seven elements are required:

- Land Use
- Circulation
- Conservation
- Open Space
- Noise
- Safety
- Housing

The elements may be combined or renamed, but basic requirements must be included. An agency may adopt any type of optional element, such as an Economic Element, at its discretion. Only the Housing Element must be certified by another agency (i.e., HCD), although the State Geologist and CalFire provide some oversight of other aspects.

The Inyo County General Plan consists of the following Elements:

- Government
- Land Use
- Economic Development
- Housing
- Circulation
- Conservation/Open Space
- Public Safety

Subtopics are included in the elements to meet California's requirements. The following sections address implementation for each of the County's General Plan Elements.

Government Element

The Government Element includes the following goals (i) promoting consistency of other agencies' actions with General Plan (Goal Gov-1), (ii) encouraging collaborative planning and public participation (Goal Gov-2), (iii) increasing private land ownership (Goal Gov-3), (iv) guiding federal land actions and encouraging economic development (Goal Gov-4), (v) protecting and developing water resources (Goal Gov-5), (vi) preserving and expanding agriculture (Goal Gov-6), (vii) enhancing opportunities for recreation, including for off-road vehicles, hiking, and biking (Goal Gov-7), (viii) encouraging improved management of wildlife and fisheries (Goal Gov-8), (ix) promoting exploration, development, and reclamation of mineral resources (Goal Gov-9), (x) balancing energy development (Goal Gov-10), and (xi) enhancing transportation and preserving access (Goal Gov-11)

To achieve these goals, the County has continued dialogue with local, regional, State, and federal agencies on a variety of projects, as discussed elsewhere in this report, thereby continuing the previous coordination efforts with other agencies. The County constantly strives to ensure collaboration between national, California, and regional agencies as

required by federal, State, and local regulations. The County works to make such agencies aware of County programs and policies and bring their actions into conformance with the General Plan. During 2018, the County worked with the US Forest Service, BLM, the US Fish and Wildlife Service, the National Park Service and other state and federal agencies in regional planning efforts affecting Inyo County resources.

The County also involves citizens, Native American tribes, and public interest groups in the planning process whenever feasible. Staff works to ensure that the public is made aware of all planning projects through mailings and notices in the newspaper to allow for their participation. Routine feedback and public input is requested, and the County's website is maintained to provide for current up-to-date information regarding planning issues.

Land Use Element

The Land Use Element guides County land use policy and insures that appropriate development takes place, with adequate provision of public services and utilities. Land use designations are specified, defined, and mapped in the Land Use Diagrams. The land use designations roughly correspond to the County's zoning districts. Public services and utilities are also addressed in the Land Use Element. Development in and around existing towns is encouraged, which is where most building permits are issued.

Potential impacts from new development are assessed under CEQA. Additional conditions of approval and mitigation may be required if deemed necessary to provide for issues such as screening, habitat conservation, parking, and noise-reduction, or otherwise address issues per the General Plan's direction. During 2018, the County processed and completed an MND for the Proposed Routine Maintenance Streambed Alteration Agreement. The County also completed significant work on Community Plans for communities in Southeast Inyo County.

Economic Development Element

The Economic Development Element works to support long-term efforts to improve economic conditions for all County residents, and addresses tourism, natural resources, and retail sales. Towards these ends, the County has continued to promote access to public lands and limit any new restrictions being planned. Promotions regarding Inyo County in major population centers elsewhere in the State (including at the State fair) are carried out. Filming opportunities are exploited, and several dramatic locations were featured in film, television, and other venues in 2018.

Housing Element

The Housing Element works to provide housing for all of the community, and addresses the needs of specified populations. In 2014, the County updated the Housing Element, which was certified by HCD. Preliminary data indicate that in 2018 ten new units were produced, and that constructions began on a significant number of new units.

The County continues to work with service providers to provide for the needs of lower-income households, the disabled, and other special needs populations, per the direction provided by the Housing Element. The County is also working to update the Zoning Ordinance, which incorporates new State zoning requirements regarding housing.

Circulation Element

The Circulation Element addresses a wide variety of topics, including roads, scenic highways, public transportation, bicycles and trails, railroads, aviation, canals, pipelines, and transmission cables. These planning programs prioritize improvement to achieve implementation measures for roadway repaving and reconstruction projects.

As discussed previously, projects are reviewed to minimize impacts, provide for parking, reduce vehicle trips, and optimize transportation access. Continuing improvement in telecommunications infrastructure provides opportunities for telecommuting and economic development, and Digital 395 provides an excellent opportunity for telecommunications enhancements locally. The County continues to work with Caltrans regarding the Olancha-Cartago Four-Lane project and began a corridor study for the area proposed to be abandoned. Several major road projects were underway in 2018, including the design of two bridge replacement projects and the completion of construction of the West Bishop Rehabilitation Project.

The Adventure Trails project works to provide access and encourage economic development. Viewshed issues along scenic highways are also addressed, as they may apply. The County continues to encourage the Forest Service and other federal agencies to address local concerns regarding appropriate motorized transport on federal lands and to otherwise maintain and improve access.

The County continues to work with and support ESTA to implement transit service throughout the County and beyond. The Short Range Transit Plan completed in 2016 and the Roles and Responsibilities Analysis started in 2010 implement the General Plan's direction to support and promote public transit and accessibility. In 2016, the County approved the Inyo County Active Transportation Plan (ATP), which includes bicycles, pedestrians, safe-routes-to-schools, and recreation trails. An update to the Regional Transportation Plan (RTP) The update is scheduled to be completed by September, 2019.

The County worked with the City of Bishop, Caltrans, and other local stakeholders to implement the Collaborative Bikeways Plan, which was adopted in 2008. This project implements the Circulation Element's bicycle goals, policies, and implementation measures. As discussed above, the Inyo 2016 ATP built upon and incorporated the policies and goals set forth in the 2008 bikeways plan. Continued coordination with LADWP, the Forest Service, and the BLM ensures appropriate trail maintenance and access to public lands.

The County continues its planning efforts towards commercial air service at the Bishop Airport, and is currently reviewing Statements of Qualification from consultants to enter into a five year on-call contract for Airport Architectural, Engineering and Planning Services. The County continues working on improving other airports in its jurisdiction by seeking grant funds and coordinating with Caltrans and the Federal Aviation Administration.

Conservation/Open Space Element

The Conservation and Open Space Element works to provide for resource management, open space for recreation, and park development. Inyo County's Open Space Element

includes sections on soils, agriculture, minerals and energy, water, biology, cultural (i.e., archaeology), visual, and recreation.

The County continues its programs to support agriculture and ranching. Mineral resource development is encouraged, and the County reviews projects to ensure compliance with SMARA and other regulations. As discussed above, the Planning Commission continues its work providing oversight for reclamation plans, and staff inspected 74 mines in 2018. The County is working with State and federal agencies to encourage appropriate mineral production.

The Environmental Health Department provides oversight and permitting for potable water and wastewater treatment systems in order to manage and improve water quality. Individual projects are reviewed to ensure that they do not adversely impact groundwater quality or quantity. Work on the LORP and other enhancement projects improve surface water quality through biological filtering. Water transfers are reviewed to minimize environmental and economic effects. Potential impacts on biological, cultural, and visual resources are analyzed for projects and programs through environmental review processes. Architectural Design review in Lone Pine is carried out to ensure compatibility. The County continues to work to improve its parks and provide access to federal lands.

The County continued to participate in the Quadstate Local Government Authority. The County served on the Desert Tortoise Oversight Group, the Desert Managers Group, and the Desert Advisory Council as a way of providing a voice in regional planning initiatives and policy development.

Public Safety Element

The Public Safety Element works to reduce hazards regarding air quality, floods, avalanches, wildfires, geology and seismicity, and noise. The County continues to cooperate with DWP to reduce dust from Owens Lake, and evaluates air quality issues for major discretionary projects. Building permits and other development proposals are reviewed for flooding, fire, avalanche, and faulting hazards. The County continued its work on a Hazard Mitigation Plan in 2017 and it was approved by FEMA in December 2017. In September 2018 the County's General Plan Public Safety Element was amended to add by reference the Hazard Mitigation Plan. Incorporating the MHMP into the General Plan is beneficial to the County as it adds identification of potential hazards, analysis, and mitigation language to the General Plan; and, it opens up more potential funding opportunities to the County in the event of a disaster.

IV. General Plan and Zoning Code Update

The County comprehensively updated its General Plan on December 11, 2001. One of the follow-up actions was to update the County's Zoning Code per the direction provided in the General Plan. During the past several years staff has been working to update the Zoning Code and conducting workshops on proposed changes with both the Planning Commission and the Board of Supervisors. As a result of those changes to the Zoning Code, related changes to the General Plan are being considered to maintain consistency between the two documents.

During 2013, staff held numerous meetings with stakeholders and public workshops

throughout the County to provide information, and receive input and feedback on the updated general plan and zoning code update. Results of the stakeholder and public outreach were presented to the Planning Commission in late 2013 and to the Board of Supervisors in early 2014. Staff is incorporating the results of public outreach, as well as comments from the Planning Commission and Board of Supervisors, and working to conduct environmental review in 2019.

V. Conclusion

The General Plan is the County's constitution and guiding vision. Due to the world's ever-changing nature, upkeep and maintenance of the General Plan is a continuous process. The County implements the General Plan's vision on a day-to-day basis in its many planning projects, and strives to include the public in the decision-making process.

The County provided leadership and participated in many planning activities in 2018, as identified in this report. It continued its project review responsibilities to further the General Plan's goals, policies, programs, and implementation measures. Updates to remainder of the General Plan and the zoning ordinance are expected to move forward in 2019.

Appendix A

Government Code Section 65400

(a) After the legislative body has adopted all or part of a general plan, the planning agency shall do both of the following:

(1) Investigate and make recommendations to the legislative body regarding reasonable and practical means for implementing the general plan or element of the general plan, so that it will serve as an effective guide for orderly growth and development, preservation and conservation of open-space land and natural resources, and the efficient expenditure of public funds relating to the subjects addressed in the general plan.

(2) Provide by April 1 of each year an annual report to the legislative body, the Office of Planning and Research, and the Department of Housing and Community Development that includes all of the following:

(A) The status of the plan and progress in its implementation.

(B) The progress in meeting its share of regional housing needs determined pursuant to Section 65584 and local efforts to remove governmental constraints to the maintenance, improvement, and development of housing pursuant to paragraph (3) of subdivision (c) of Section 65583.

The housing element portion of the annual report, as required by this paragraph, shall be prepared through the use of forms and definitions adopted by the Department of Housing and Community Development pursuant to the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2). Prior to and after adoption of the forms, the housing element portion of the annual report shall include a section that describes the actions taken by the local government towards completion of the programs and status of the local government's compliance with the deadlines in its housing element. That report shall be considered at an annual public meeting before the legislative body where members of the public shall be allowed to provide oral testimony and written comments.

The report may include the number of units that have been substantially rehabilitated, converted from nonaffordable to affordable by acquisition, and preserved consistent with the standards set forth in paragraph (2) of subdivision (c) of Section 65583.1. The report shall document how the units meet the standards set forth in that subdivision.

(C) The degree to which its approved general plan complies with the guidelines developed and adopted pursuant to Section 65040.2 and the date of the last revision to the general plan.

(b) If a court finds, upon a motion to that effect, that a city, county, or city and county failed to submit, within 60 days of the deadline established in this section, the housing element portion of the report required pursuant to subparagraph (B) of paragraph (2) of subdivision (a) that substantially complies with the requirements of this section, the court

shall issue an order or judgment compelling compliance with this section within 60 days. If the city, county, or city and county fails to comply with the court's order within 60 days, the plaintiff or petitioner may move for sanctions, and the court may, upon that motion, grant appropriate sanctions. The court shall retain jurisdiction to ensure that its order or judgment is carried out. If the court determines that its order or judgment is not carried out within 60 days, the court may issue further orders as provided by law to ensure that the purposes and policies of this section are fulfilled. This subdivision applies to proceedings initiated on or after the first day of October following the adoption of forms and definitions by the Department of Housing and Community Development pursuant to paragraph (2) of subdivision (a), but no sooner than six months following that adoption.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Jurisdiction	Inyo County - Unincorporated
Reporting Year	2018 (Jan. 1 - Dec. 31)

Note: * Optional field
 Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier				Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Notes	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA, SFD, 2 to 4.5+ ADU, MH)	Tenure R=Renters O=Owner	Date Application Submitted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project (Auto-calculated Can Be Overwritten)	Was APPLICATION SUBMITTED Pursuant to GC 66913.4(b)7 (SB 35 Streamlining)	Notes*
<i>Summary Row, Start Data Entry Below</i>																			
	013-010-09-04	3000 E Line st	CUP2018-02/UCLA		MH	R	2/26/2018								1	1	1		
	005-104-05	220 W. Mountain View St., Lone Pine	2018-030		SFD	O	2/25/2018												
	010-500-21-00	1414 Rudolph Rd Bishop, CA	2018-130		SFD	O	5/28/2018												
	013-100-31	24 W. Airford Ln Bishop, CA	2018-082		MH	O	4/12/2018												
	004-070-32	330 Dewey St Big Pine, CA	2018-95		MH	O	5/4/2018												
	011-060-21	261 Shepard Ln Bishop, CA	2018-157		ADU	O	6/13/2018												
	013-200-29	122 Foothill Dr. Bishop, CA	2018-169		MH	O	6/27/2018												
	041-250-14	328 Greenland Blvd Death Valley, CA	2018-176		MH	R	7/10/2018												
	013-170-39	132 Jeffrey Cir. Bishop, CA	2018-187		MH	O	7/10/2018												
	026-310-33	150 Thunder Cloud Lane Pine, CA	2018-332		MH	O	10/12/2018							1	1	1			
	026-320-04	597 Sunsel Dr. Lone Pine, CA	2018-356		SFD	O	10/26/2018							2	2	2			
	010-500-12	1120 Rudolph Rd Bishop, CA	2018-343		SFD	O	10/22/2018							1	1	1			
	011-220-64	701 S. Barlow Ln Bishop, CA	2018-269		SFD	O	9/5/2018							1	1	1			
	009-350-02	350 Arboles Dr. Bishop, CA	2018-056		SFD	O	3/20/2018							1	1	1			
	011-100-10	595 Brockman Ln Bishop, CA	2018-047		ADU	O	3/7/2018							1	1	1			

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	Inyo County - Unincorporated
Reporting Year	2018 (Jan. 1 - Dec. 31)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs. Please contact HCD if your data is different than the material supplied here

Table B												
Regional Housing Needs Allocation Progress												
Permitted Units Issued by Affordability												
		1	2							3	4	
Income Level		RHNA Allocation by Income Level	2014	2015	2016	2017	2018	2019			Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	35										35
	Non-Deed Restricted											
Low	Deed Restricted	25										25
	Non-Deed Restricted											
Moderate	Deed Restricted	28										28
	Non-Deed Restricted											
Above Moderate		72	3	2	9	7	11				32	40
Total RHNA		160										
Total Units 44			3	2	9	7	11				32	128

Note: units serving extremely low-income households are included in the very low-income permitted units totals
Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Jurisdiction	Unincorporated
Reporting Period	2018 (Jan. 1 - Dec. 31)

Note: + Optional field
 Cells in grey contain auto-calculation formulas

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)(2)

This table is optional. Jurisdictions may list (for informational purposes only) units that do not count toward RHNA, but were substantially rehabilitated, acquired or preserved. To enter units in this table as progress toward RHNA, please contact HCD at APR@hcd.ca.gov. HCD will provide a password to unlock the grey fields. Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in Government Code section 65583.1(c)(2).

Activity Type	Units that Do Not Count Towards RHNA* Listed for Informational Purposes Only				Units that Count Towards RHNA* Note: Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1*
	Extremely Low-Income*	Very Low-Income*	Low-Income*	TOTAL UNITS*	Extremely Low-Income*	Very Low-Income*	Low-Income*	TOTAL UNITS*	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Total Units by Income									

Jurisdiction	o County - Unincorporated	
Reporting Year	2018	(Jan. 1 - Dec. 31)

Entitled Units Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		1
Total Units 44		1

Note: units serving extremely low-income households are included in the very low-income permitted units totals

Submitted Application Summary	
Total Housing Applications Submitted:	7
Number of Proposed Units in All Applications Received:	8
Total Housing Units Approved:	8
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

25

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

FROM: Chief Probation Officer

FOR THE BOARD MEETING OF: March ²⁴19, 2019

SUBJECT: Review of the rules, regulations, and administrative policy of the Inyo County Probation Department's electronic monitoring program.

DEPARTMENTAL RECOMMENDATION: Request Board 1) Appoint the Chief Probation Officer and the Sheriff as Co-County Correctional Administrators; 2) review, make comments, changes, additions, modifications, and/or omissions to the rules, regulations and administrative policy for the Probation Department's electronic monitoring program and thereafter; 3) approve the Probation Department's electronic monitoring program as modified.

SUMMARY DISCUSSION: As the designated co-correctional administrator to provide alternative custody programs, the Chief Probation Officer has been given authority by the Board of Supervisors to provide electronic monitoring as a means of an alternative to custody and the supervision of offenders on probation, post-release community supervision, and/or mandatory supervision offenders.

The rules, regulations, and administrative policy are to be reviewed, commented on and modified as necessary by the Board of Supervisors to allow for changes in law or internal policy.



The attached electronic monitoring program has remained unchanged with the exception of adding a maximum sentence for admittance to the program to 365 days (180 days actual) in the EMP Manual Section 1 subsection(D)(1). In addition, the application fee was changed from \$25.00 to \$50.00 in Section 6, subsection A. The annual income thresholds by sliding fee discount were also adjusted to reflect the 2019 Federal Poverty Guidelines.

ALTERNATIVES: The Board of Supervisors can reject the rules, regulations, and administrative policy. However, this is not recommended as the EMP program has proven to be a cost efficient and effective tool used as an alternative to custody as well as a very effective tool for supervision of offenders.

OTHER AGENCY INVOLVEMENT: N/A


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FINANCING: The EMP program is currently an offender paid program. All equipment and monitoring service costs are paid for by the offender using the program.

<u>APPROVALS</u>	
BUDGET OFFICER:	BUDGET AMENDMENTS <i>(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)</i>
COUNTY COUNSEL:	AGREEMENTS, PURCHASES, CONTRACTS, RESOLUTIONS AND ORDINANCES, AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by County Counsel prior to submission to the Assistant Clerk of the Board.)</i> 
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the Auditor-Controller prior to submission to the Assistant Clerk of the Board.)</i> 
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Assistant Clerk of the Board.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:  _____ Date: 3/12/19
 (Not to be signed until all approvals are received)
 (The Original plus 20 copies of this document are required)

Attachment: Electronic Monitoring Program Policy

 <p>ALTERNATIVE SENTENCING POLICY MANUAL</p>	<p style="text-align: right;">Page 1 of 4</p> <p>SECTION: 1</p> <p>SUBJECT: EMP MANUAL-Program Authority/ Rules and Regulations/Eligibility/Rejection/Termination</p>
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A. Program Authority

1. Penal Code Section 1203.016 authorizes the Board of Supervisors to authorize the county Correctional Administrator to establish alternative sentencing programs in which inmates committed to a county jail or correctional facility or granted probation, or inmates participating in a work furlough program, may voluntarily or involuntarily be placed in a home detention program during their sentence in lieu of confinement in a county jail or other county correctional facility or program under the auspices of the Probation Officer.
2. The County Correctional Administrator is appointed by the Board of Supervisors on an annual basis. In Inyo County, the Chief Probation Officer and Sheriff are Co-County Correctional Administrators.
3. Pursuant to Penal Code Section 1203.016(b), the Board of Supervisors, in consultation with the Correctional Administrator, may prescribe reasonable Rules and Regulations under which a home detention program may operate. The Rules and Regulations of the home detention program shall be written and reviewed on an annual basis by the Board of Supervisors and shall be given to or made available to any participant upon request.
4. Pursuant to Penal Code Section 1203.016(d), the Correctional Administrator has specific authority to allow a person to participate in the program or to determine if a person is eligible and amenable to participation in the program.

B. Program Amenability

1. Defendant amenability for Electronic Monitoring shall be determined by a combination of factors, including:
 - a. The Defendant's risk to reoffend, as indicated by a validated risk assessment.
 - b. The Defendant's criminal record, including any history of serious or violent felonies.
 - c. Any rules violations the Defendant committed while in custody.
 - d. The Defendant's history of failure to appear at court.
 - e. The Defendant's history of compliance with any supervision conditions.
 - f. Any prior history of non-compliance with Electronic Monitoring.
 - g. The Defendant's current willingness to comply with the rules and regulations of Electronic Monitoring.

- h. The Defendant's current living arrangements, including whether or not Electronic Monitoring equipment will function at his or her home; presence of family members or others living with the Defendant who are unwilling to cooperate with EMP or otherwise present as an officer safety risk.
- i. Any other factor that would, in the supervising officer's opinion, objectively disqualify the Defendant from program participation.

C. Program Exclusion

1. The following defendants shall be excluded from Electronic Monitoring, unless otherwise approved by Probation Department Administration.
 - a. Any person convicted of an offense listed in Appendix A to this policy, "Excluded List of Crimes."
 - b. Any person with an active arrest warrant.
 - c. Any person who does not have a verifiable, legal address within Inyo County.
 - d. Any person who fails to appear for their scheduled EMP interview without good cause.
2. Defendants who live outside the county and are found unsuitable for EMP due to residency restrictions may request a transfer to an EMP program in their home county. Those defendants will be responsible for the cost of any out-of-county program.
3. In the event the supervising officer determines a defendant is excluded from participation in EMP but is otherwise amenable, or the safety of the public and victim would otherwise be enhanced by the use of EMP, the supervising officer may obtain an Administrative Override from Department Administration and admit the defendant to EMP.

D. Minimum/Maximum Sentence

1. A minimum sentence of 30 days (15 actual days) in jail is required for admittance into the Electronic Monitoring Program. The maximum sentence for admittance into the program is 365 days (180 days actual).

E. Credit for Time Served

1. Where EMP is being utilized as an alternative sentence, for every four (4) days on EM, two (2) days will be deducted from his/her sentence, pursuant to PC 4019(a)(7).

F. Court Referrals

1. Pursuant to Penal Code Section 1203.016(e), the Court may recommend or refer a Defendant to the Correctional Administrator or his or her designee for admission into the program. The recommendation or referral shall be given **great weight** in the determination for acceptance or denial into the program.

G. Processing Time

1. Courts generally grant non-custodial applicants two (2) to three (3) weeks to apply for an alternative sentencing program. Lacking good cause, applicants who fail to apply for EMP within fifteen (15) days of their custodial date, forfeit their eligibility for EMP and must report to jail to serve their sentence.
2. Defendants who are released on their own recognizance or released on bail with EMP must generally apply for and either be admitted to or denied EMP by no later than their next court date. Such defendants are solely responsible for completing the EMP application packet at the jail, in a timely manner. Upon receipt of the application packet from Pre-Trial defendants, every effort should be made to conduct the interview process, accept or deny the defendant, and to release the defendant on EMP. Upon acceptance or denial of a Pre-Trial defendant, the Court, District Attorney and attorney for the defendant should be notified as soon as is reasonably possible.

H. Program Rules

1. Defendants must agree to, and abide by, the following program rules and regulations while participating in the program.
 - a. Not violate any laws. If I receive a traffic citation or have any contact with any police agency, I will report such contact as soon as possible to the Probation Officer.
 - b. Comply with any and all terms and conditions of my supervision, and any issued by my Probation Officer. Failure to abide by any of these orders may result in my immediate removal from the program and will result in a return to custody. It may also jeopardize further eligibility for other alternative programs.
 - c. Not possess, or have in his/her residence/vehicle, any gun, explosive, or other deadly weapon.
 - d. Not possess or use any narcotic or controlled substance without a valid medical prescription.
 - e. Submit to chemical, blood, breath, saliva, or urine testing deemed necessary by the Probation Officer.
 - f. Not have any form of contact or communication with any other inmates, either in this program, or in any jail, correctional facility, or state prison. (Exceptions to be approved by the Probation Officer.)
 - g. Submit my person, property, residence, or vehicle to search and seizure warrant or probable cause, at any hour of the day or night, by any Probation Officer or Peace Officer.

- h. Inform any co-residents of the program rules and regulations.
- i. Not operate a motor vehicle unless properly licensed and insured.
- j. Enroll and participate in treatment programs or counseling as directed by the Probation Officer.
- k. Report to the Probation Officer at such times and places as directed.
- l. Notify the Probation Officer in advance of any change of address and or phone number.
- m. Pay all fees and costs of alternative sentencing or release programs.

I. Program Removal

1. A participant can be removed from the program for any violation of the program rules.
2. A participant who is removed from the program for a violation of the program rules that does not involve incarceration has the right to an administrative appeal of the removal decision.
3. Incarceration will result in your removal from the EM program. If removed due to incarceration, reapplication to the program is allowable upon the conclusion of any and all criminal matters before court. **An application fee may be required.**

J. Appeals Rights and Process

1. Pursuant to Penal Code Section 1203.016(d)(2), any person who is denied entry into Electronic Monitoring shall be so advised in writing, including their right to an administrative appeal of the denial, and the process for filing an appeal with the Department.
2. Any participant who is removed from the EM program and is not incarcerated has the right to an administrative appeal of his/her removal from the program.
3. The Deputy Chief Probation Officer is responsible for hearing any appeals and has sole authority to override any denial of entry into the program or termination from the program.
4. Upon receipt of an appeal, the supervising officer shall immediately forward it to the Deputy Chief Probation Officer, who shall issue a decision on the appeal within three (3) business days. The Deputy Chief Probation Officer shall notify the Defendant in writing as to the final decision to either deny or admit the Defendant into the program.



**ALTERNATIVE SENTENCING
POLICY MANUAL**

SECTION: 2

Page 1 of 2

SUBJECT: EMP MISSION STATEMENT AND DEFINITIONS

MISSION STATEMENT

The Inyo County Probation Department is committed to the safety of the community, the protection of crime victims and the rehabilitation of offenders through both the provision of evidence based services and effective supervision practices. Through a collaborative process with the Sheriff's Department, alternative sentencing and supervision programs are implemented according to those core principles.

PURPOSE

The purpose of the Electronic Monitoring Program (EMP) is to reduce the jail inmate population by providing an alternative to traditional methods of incarceration for eligible and suitable offenders. Electronic Monitoring is offered as an alternative to the Courts and the Sheriff's Department, for sentences historically served in county jail and for Pre-Trial clients who would have historically been held in custody on bail. Electronic Monitoring is also a supervision alternative for offenders granted probation, Mandatory Supervision and Post Release Community Supervision, who are in need of a higher level of supervision while transitioning back into the community, or who are at higher risk to reoffend or violate the conditions of their supervision.

DEFINITIONS

There are two primary forms or uses for electronic monitoring: supervision and alternative custody.

Electronic Monitoring for **supervision** is utilized most frequently with higher risk offenders, when the Court or the Probation Department feel the offender is at risk for the violating the conditions of their supervision. Forms of electronic monitoring for supervision include GPS monitoring and remote alcohol monitoring.

Electronic Monitoring as an **alternative to custody** is utilized in lieu of an offender serving a term of incarceration in jail or for pre-trial purposes, in lieu of an offender remaining in jail with bail set. Forms of electronic monitoring most frequently utilized as an alternative to custody including home detention with an RF (Radio Frequency) device or in some instances, GPS monitoring.

Global Positioning System (GPS) Monitoring: GPS monitoring is a form of supervision or alternative custody whereby the offender's whereabouts may be monitored to provide for victim safety, community safety and compliance with supervision conditions. Generally, unless use of

SUBJECT: EMP Mission Statement and Definitions	SECTION: 2	Page 2 of 2
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the tool is an alternative to custody, offenders do not receive credit for time served towards an actual jail sentence. GPS monitoring utilizes a device which is strapped to an offender's ankle and provides for 24 hour supervision.

Radio Frequency (RF) Home Detention: A form of alternative custody utilizing both cell and landline signals to confine an offender to their home for a period of incarceration. When violations occur or when an offender otherwise leaves their residence, a supervising Deputy Probation Officer and Sheriff's Department Dispatch are immediately notified. RF Home Detention is most frequently utilized with juvenile offenders.

Remote Alcohol Monitoring: A form of supervision utilizing a device which is strapped to an offender's ankle. Remote Alcohol devices utilize transdermal alcohol detection at blood alcohol levels of .02% or greater. The devices take 48 tests per day. A supervising Deputy Probation Officer may either be immediately notified of violations or violations may be downloaded from the device at offender check in.



**ALTERNATIVE SENTENCING
POLICY MANUAL**

SECTION: 6

Page 1 of 2

SUBJECT: EMP PROGRAM FEES

Program Fees

- A. **Program Fees:** Program fees, authorized by Section 1208.2 of the California Penal Code, are set by the Board of Supervisors. Currently program fees range between **\$5.00 - \$15.00 per day**. Upon application, a non-refundable \$50 application processing fee is collected.
- B. **Payment Due Dates:**
- a. Formal Probation - Fees for the first seven (7) days of the program (\$105 in most cases) will be **paid in advance**. Fees will be due every seven (7) days thereafter until the defendant's time has been served.
 - b. Summary Probation – Fees will be expected to be paid in full upon acceptance of the EMP in lieu of serving jail time, for those placed on Summary Probation.
- C. **Payments:** All fees must be paid by personal appearance at the Probation Department (either Bishop or Independence locations). Fees may be paid by cash, money order, or cashier's check. Arrangements to pay fees by credit card (via on-line services) can be made through the Supervising Probation Officer.
- D. **Inability to Pay:** Pursuant to Section 1208.2(g) PC, no person shall be denied consideration for or be removed from participation on EMP because of an inability to pay all or a portion of the program fees. At any time during a person's sentence, the participant may request a suspension of fees on the grounds of a change in circumstances with regard to the person's ability to pay.
- E. **Non-Payment of Fees:** Participants with the ability to pay fees who fail to do so are subject to program removal pursuant to Section 1203.016(b)(4) of the Penal code. The participant's Probation Officer will complete and mail a **NOTICE OF INTENT TO REMOVE FROM PROGRAM** form prior to removal from EMP.
- F. **Court Fee Waivers:** Courts may determine the applicant does not have the ability to pay. Courts may waive or reduce fees. Such indications will be found on the applicant's Court orders.

- G. Fee Refunds: Participants who have made overpayments may request a fee refund. The Probation Officer will complete a REFUND OF FEES form. This form will be forwarded to the Supervisor or Deputy Director for approval. The Deputy Director will forward the form to the Account Technician for processing.
- H. Case Law Credits: No goodtime/work time credits will be granted on EMP sentences unless otherwise mandated.
- I. Drug Court Candidates and Participants: Drug Court candidates who are placed on electronic monitoring during candidacy, and Drug Court participants who are placed on electronic monitoring as a sanction, may have all fees suspended until either 30 days after successful completion of Drug Court or immediately upon Drug Court failure, at which time fees shall be collected pursuant to this policy.



INYO COUNTY PROBATION DEPARTMENT

COMMUNITY, PRIDE, AND PROGRESS

JEFFREY L. THOMSON
CHIEF PROBATION OFFICER

JACOB E. MORGAN
DEPUTY CHIEF

MARK A. OLSEN
DEPUTY CHIEF



Electronic Monitoring Sliding Fee Scale 2019 Federal Guidelines

Annual Income Thresholds by Sliding Fee Discount Pay Class and % of Poverty						
Family Unit Size	Minimum Fee (\$5/day)	45% pay	55% pay	65% pay	80% pay	100% pay
Poverty	100%	125%	150%	175%	200%	Over 200%
1	12,490	15,613	18,735	21,858	24,980	>24981
2	16,910	21,138	25,365	29,593	33,820	>33821
3	21,330	26,663	31,995	37,328	42,660	>42661
4	25,750	32,188	38,625	45,063	51,500	>51501
5	30,170	37,713	45,255	52,798	60,340	>60341
6	34,590	43,238	51,885	60,533	69,180	>69181
7	39,010	48,763	58,515	68,268	78,020	>78021
8	43,430	54,288	65,145	76,003	86,860	>86861

Note:

Based on the 2019 federal poverty guideline.

For families/households with more than 8 persons, add \$4,420 for each additional person.

Monthly Income Thresholds by Sliding Fee Discount Pay Class and % of Poverty						
Family Unit Size	Minimum Fee (\$5/day)	45% pay	55% pay	65% pay	80% pay	100% pay
Poverty	100%	125%	150%	175%	200%	201%
1	1,041	1,301	1,562	1,822	2,082	>2083
2	1,409	1,761	2,114	2,466	2,818	>2818
3	1,778	2,223	2,667	3,112	3,556	>3556
4	2,146	2,683	3,219	3,756	4,292	>4293
5	2,514	3,143	3,771	4,400	5,028	>5028
6	2,883	3,604	4,325	5,045	5,766	>5766
7	3,251	4,064	4,877	5,689	6,502	>6503
8	3,619	4,524	5,429	6,333	7,238	>7239

Note:

The monthly schedule is equal to the annual schedule divided by 12 months.

Bishop Office: 918 N. Main Street, Bishop, CA 93514
 (760) 872-4111 · Fax: (760) 872-0931
 Juvenile Division: 912 N. Main Street, Bishop, CA 9351
 (760) 872-4005 · Fax: (760) 872-0930

Independence Office: 201 Mazourka Canyon Road
 P.O. Box T, Independence, CA 93526
 (760) 878-0426 · Fax: (760) 878-1010
 Juvenile Center: P. O. Box 306, Independence, CA 93526



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerks Use Only
AGENDA NUMBER

26

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

FROM: Sheriff's Department

FOR THE BOARD MEETING OF: **March 26, 2019**

Subject: Request to extend the MOU between Sheriff's Department and Bishop Unified School District for After School Shelter Dog Project

DEPARTMENTAL RECOMMENDATION:

- A. Request the Board approve an extension of the Memorandum of Understanding between the Sheriff's Department and the Bishop Unified School District for the "After School Shelter Dog Project" which provides students at Palisades Glacier High School an after school elective to train dogs residing at the Inyo County Animal Shelter throughout school years 2019 – 2024 (5 year term).

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

Due to the overwhelming success and positive feedback from those involved, Bishop Unified School District has requested to extend the "After School Shelter Dog Project" at Palisades Glacier High School to run throughout the entire school year for a term of 5 years. Previously the "After School Shelter Dog Project" was conducted from November through December and again in February through April on a yearly basis. The goal of this program is to provide students at Palisades Glacier High School an engaging after school elective that also benefits the quality of life for dogs currently residing in the Inyo County Animal Shelter. A group of four to eight students and two adults (one teacher and one dog training adult) will work with chosen dogs three days a week for one hour to train dogs at the animal shelter.

The Bishop Unified School District agrees to indemnify, defend, and hold harmless the Sheriff's Department and its employees from any and all claims, demands, costs, expenses of whatever nature arising out of or resulting from acts of negligence or intentional misconduct of the District, its Board of Education, High School, its employees, or High School's Students.

ALTERNATIVES:


Not approve the extension of the contract. This is not recommended as it is a training opportunity for students and dogs.

OTHER AGENCY INVOLVEMENT:

County Counsel
Risk Management

FINANCING:

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved:  Date <u>03/08/2014</u>

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



3/14/19

Date: _____



"A Professional Service Agency"

MEMORANDUM OF UNDERSTANDING
BETWEEN
BISHOP UNIFIED SCHOOL DISTRICT
AND
INYO COUNTY

This Memorandum of Understanding ("MOU") is between the Bishop Unified School District ("District") and Inyo County acting through the Inyo County Sheriff's Office ("ICSO"), collectively known as Parties.

It is expressly understood and agreed by both Parties as follows:

I. Purpose.

The mutual goal of both Parties is to provide students at Palisade Glacier High School ("High School") an engaging after school elective that also benefits the quality of life for dogs currently residing in the Inyo County Animal Shelter. Four to nine students and two adults (one teacher and one dog training instructor) will work with carefully chosen canines three days a week for one hour to train dogs at the Inyo County Animal Shelter. The project will be called, "After School Shelter Dog Project" ("Project"). The Project is regularly funded for two-to-three six-to-seven week blocks (one in the Fall and one in the Spring). This Project was established and began in Fall 2014.

II. Term.

This agreement is effective from Spring 2019 through Spring 2024 (5 years) during the regular school year (within the 180 school days during the months of August – June). Unless sooner terminated or cancelled pursuant to the provision of this agreement, the term shall be for two-to-three six-to-seven week blocks during each regular school year.

III. Scope of Service.

There are two components to the program.

The first is a hands-on component, with instruction and close supervision. The students will get a firsthand look at the day-to-day operation of the county animal shelter. They will also be taught some basic dog training and handling skills. The students will be paired with a shelter canine and use the above mentioned skills to increase the adoptability of "their" dog.

The second component will be using some of the Mutt-i-grees Curriculum in the classroom. This program was developed to provide lessons for students in grades 9-12 in social and emotional learning using shelter dogs as the theme. The teacher that will present this curriculum in the classroom will also be working with the students, dog trainer and shelter staff during the onsite portion of the elective.

IV. Consideration.

The only consideration for this MOU is the training opportunities for the students and the dogs.

V. Release.

Participation in the Project requires an authorized adult, whether parent or legal guardian, to sign an Inyo County Risk Management release of liability form prior to a student's participation in the Project.

VI. Indemnification.

The District shall hold harmless, defend and indemnify the County of Inyo 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 this after school elective known as the "After School Shelter Dog Project," except such loss or damage which was caused by the sole negligence or willful misconduct of the County.

VII. Termination.

Authority is granted to the Inyo County Sheriff, who may in his discretion:

1. Determine that the continuance of the Program in its totality is not in the best interest of the county, and cancel the Program at any time;
2. Cancel any particular training session by providing at least one (1) hour advance notice to the Program.

Authority is granted to the Program in its discretion, to advise the District at least one (1) hour in advance should conditions exist that require cancellation of training on a given day.

VIII. Notice.

Any and all notices, requests, demands, and other communications related to the Project under the terms of this MOU shall be in writing, except for the Parties' routine exchange of information and cooperation during the terms of the Project, and shall be addressed as follows:

District

Palisade Glacier High School
Attn: Katie Kolker
P.O. Box 998
Big Pine, CA 93513

County

Inyo County Sheriff's Office
Attn: Tim Bachman
PO Drawer S
Independence, CA 93526

IX. Authority.

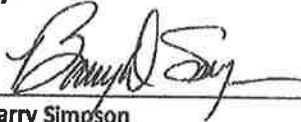
The signers of this MOU have the capacity and are authorized to execute this MOU as the representatives of their respective Parties, and to bind said Parties to the terms hereof. This MOU is subject to the approval of each Party's governing Board.

WHEREFORE, the Parties have entered into this Memorandum of Understanding on the ____ day of _____, 2019.

Bishop Unified School District

Date Executed:

By:

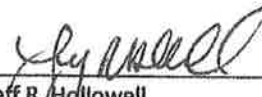


Barry Simpson
BUSD Superintendent

Inyo County Sheriff's Office

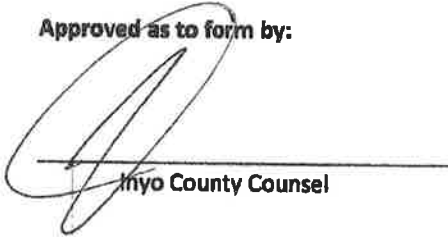
Date Executed:

By:



Jeff R. Hollowell
Inyo County Sheriff

Approved as to form by:



Inyo County Counsel



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER 27

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

FROM: Water Department

FOR THE BOARD MEETING OF: March 26, 2019

SUBJECT: Approval to enter into a grant agreement with State of California, Department of Parks and Recreation, Division of Boating and Waterways (DBW), to encumber, but not expend, funds for the development of Owens River Water Trail (ORWT) Non-Motorized Boat River Entry and River Exit Access Facilities before April 1, 2019

DEPARTMENTAL RECOMMENDATION:

Request the Board

- A) approve a resolution to authorize the Water Director to sign Grant Agreement (#C4129042) between Inyo County and DBW, accepting up to \$110,000 to fund the engineering, design, and permits for the launch and take-out facilities for the ORWT;
- B) direct the County to not undertake any expenditures for which it will need or expect to be reimbursed from grant funds, or otherwise seek any disbursement of grant funds before the completion of the environmental review process and the issuance of all permits required for the project and the Board of Supervisors authorizes proceeding with the Project, unless such disbursement is approved in advance by the Board;
- C) amend the 2018-2019 Water Department budget 024102 by increasing revenue in State Grants 4498 by \$110,000, and increasing Professional Services 5265 by \$110,000.

SUMMARY DISCUSSION:

On January 15, 2013, MIG Consultants presented the County with a "Lower Owens River Recreation Use Plan." This plan was reviewed by the Board, and it was the Board direction that this plan be considered the preferred concept for future planning. MIG planners found that 63% of those surveyed about recreation in the LORP felt that improved river access is "extremely important." This plan identified sections of river suitable for a "Lower Owens River Paddle Trail." The section of river selected for the ORWT is one of these areas. This reach is characterized by a mostly open channel with ponds, punctuated by tule and woody debris blockages.

On April 30, 2015, Water Department staff met with a representative from Eastern Sierra Waterways Project (ESWP). The group was looking for locations in the Eastern Sierra where improvements could be made to allow easy access to the water for veterans with serious disabilities. ESWP identified the section of the Lower Owens River below the Lone Pine Narrow Gauge Road an ideal stretch of river for recreation for the disabled.

On August 31, 2015, the Water Department submitted a \$500,000 proposal to the California Natural Resources Agency (Resources Agency) for a "River Parkways" grant. On July 19, 2016, the Resources Agency notified the Water Department that their application had been selected and \$500,032 would be made available through reimbursement to develop an ORWT. The funding is available through March 2021. Your Board accepted these funds on May 16, 2017 with direction to, "...not undertake any expenditures for which it will need or expect to be reimbursed from grant funds, or otherwise seek any disbursement of grant funds before the completion of the environmental review process and the issuance of all permits required for the project and the Board of Supervisors authorizes proceeding with the Project, unless such disbursement is approved in advance by the Board."

On August 9, 2017, DBW held a Commissioner's meeting in the Eastern Sierra, which included a field trip to the proposed site of the ORWT. The Commission was enthusiastic about the ORWT and encouraged the County to submit a grant application to fund the improvements at the launch site of the river trail at Lone Pine Narrow Gauge Road, and at the water exit point near Keeler Bridge and Highway 136.

On January 29, 2017 the Inyo County Water Department submitted to the DBW a \$281,029 grant application to fund an Owens River Water Trail non-motorized Boat Launch Access for the purpose of enhanced improvements at the river launch and take-out facility.

On September 13, 2017, the Water Department received word from DBW that the County's application had been selected for funding, and that up to a maximum \$110,000 was available for the Project. This is less than the County had budgeted in their application and represents the DBW's suggestion to phase-fund the development. Phase 1 funds would be used to design, permit, and establish an engineer's estimate of probable costs to develop a new Non-Motorized Launch Access at the Lower Owens River. Improvements are to include parking areas along the access roadway, short all-weather surfaced access turnarounds for vehicle-trailers, launch ramps, staging areas, stilling bays, vault restroom at the launch, information kiosk, fee station, and project credit signs. Phase 2, to fully fund construction the improvements, will require a separate competitive application to DBW.

DBW grant requirements and opportunities:

These grant funds are distributed on a reimbursable basis. DBW is not obligated to disperse funds until CEQA is completed and the County has a lease with LADWP. The DBW funds cannot be used to fund CEQA; however, the ORWT EIR has been paid for by LADWP. The EIR will include assessment of a preliminary conceptual design developed by Water Department staff of the launch and takeout improvements. If LADWP does not provide the County with a lease agreement the Project would not be eligible for DBW grant funds. With this in mind, the engineering and permitting work allowed under DBW funding would be postponed until CEQA is complete, and a lease agreement with LADWP has been executed. There are no penalties for not expending encumbered funds. This is a planning grant and once the work under this grant is completed the County will have satisfied the terms of the agreement and the State would have no authority to require repayment in the event the construction does not move forward with the ORWT. This assurance has been provided in an email from DBW to the County (3/13/2019).

To complete the scope of work (SOW) associated with this grant, the County would contract with an outside engineering firm. All work described in Exhibit B in the grant agreement would need to be completed by January 31, 2020. If your Board decides to move forward with the ORWT project after considering CEQA, permitting, LADWP lease terms, and the results of the engineering cost estimate, then the Water Department could submit a new grant application to DBW by February 1, 2020 seeking funds to construct the boat launch and take-out facilities.

ALTERNATIVES:

Not accept the grant funding.


OTHER AGENCY INVOLVEMENT:

LADWP


FINANCING:



The County will be required to finance the grant on a reimbursable basis, with 10% of the reimbursable funds withheld until the Project is complete and all grant obligations are satisfied. Amend the 2018-2019 Water Department budget 024102 by increasing revenue in State Grants 4498 by \$110,000, and increasing Professional Services 5265 by \$110,000.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>3/13/19</u>
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Agenda Request
Page 3

AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date: <u>3/20/2019</u>
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date: _____

BUDGET OFFICER:  APPROVED:  DATE: 3/21/19

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 3-20-19
(The Original plus 20 copies of this document are required)

RESOLUTION 2019 -
**A RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE STATE OF
CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS
GRANT AND AUTHORIZING THE WATER DEPARTMENT DIRECTOR TO SIGN GRANT RELATED
DOCUMENTS**

WHEREAS, on January 29, 2017, the County of Inyo made application to the Division of Boating and Waterways for a \$281,029 grant under the Harbors and Watercraft Revolving Fund to construct launch and take-out facilities for the Owens River Water Trail; and

WHEREAS, on October 4, 2017 the Division of Boating and Waterways committed funding in the amount of \$110,000 under the Harbors and Watercraft revolving fund program for Owens River Water Trail Non-Motorized Boat Launch Access for planning, permitting, and engineer's construction cost estimate to develop a non-motorized boat launch and take-out. (GRANT NUMBER: C4129042); and

WHEREAS, the remaining project costs are to be funded under the County of Inyo; and

WHEREAS, prior to the Division of Boating and Waterways issuing funding, the County of Inyo is required to pass a resolution formally authorizing an officer to execute funding agreement, amendments, and certifications, designate a person to approve claims for reimbursement, designating a person to sign the funding request and project status form, and designating a person to sign project completion certification.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the County of Inyo accepts Division of Boating and Waterways GRANT NUMBER: C4129042 for the Owens River Water Trail non-motorized Boat Launch Access for the purpose of planning, permitting, and engineer's cost estimate to develop a non-motorized boat launch and take-out facility; and

BE IT FURTHER RESOLVED AND ORDERED, that the Water Department Director or his designee is hereby authorized to sign the Division of Boating and Waterways, Harbors and Watercraft funding agreement and any amendments thereto; and

BE IT FURTHER RESOLVED AND ORDERED, that the Water Department Director is hereby authorized to sign claims for reimbursement and the reimbursement request and project status form under the Division of Boating and Waterways, Harbors and Watercraft revolving fund program; and

BE IT FURTHER RESOLVED AND ORDERED that the Water Department Director is hereby authorized to certify that the project is complete and ready for final inspection.

Passed and adopted by the Inyo County Board of Supervisors this 26th day of March, 2019, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Chairman,
Inyo County Board of Supervisors

ATTEST: Clint Quilter
 Clerk of the Board

By: _____
Darcy Ellis, Assistant



DEPARTMENT OF PARKS AND RECREATION

Division of Boating and Waterways
One Capitol Mall, Suite 500
Sacramento, California 95814

Lisa Ann L. Mangat, Director

Ms. Laura Piper, Administrative Analyst
Inyo County Water Department
PO Box 337
Independence, CA 93526

Subject: Owens River Water Trail Non-Motorized Boat Launch Access Grant
(Grant Agreement No. C4129042) (Project #1132)

Dear Ms. Piper:

Enclosed is the Agreement between the Inyo County Water Department and the Department of Parks and Recreation, Division of Boating and Waterways for the above listed project.

Please complete the following item(s) and return to my attention at the address stated above. This Agreement cannot be considered binding on either party until approved by appropriate authorized state agencies. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval.

- Grant Agreement with exhibits, have the proper individual sign **one** (1) original and return for further processing.
- Grant Agreement face sheet, have the proper individual sign **three** (3) original single pages and return for further processing.
- Contractor Certification Clauses (CCC 04/2017), have the proper individual complete, sign, and date **one** (1) original and return for further processing. The CCC 04/2017 package contains clauses and conditions that may apply to your Agreement. The CCC 04/2017 will be kept on file in a central location and must be renewed every three (3) years and updated as changes occur. The "Contractor" as referred to in the CCC 04/2017 form is the "**Grantee**" to this Agreement.
- Retain for your files the "Pending Copy" of Agreement.

For inquiries regarding the implementation of this contract, please contact Cynthia Clauser at (916) 327-1811 or by email at cynthia.clauser@parks.ca.gov.

For inquiries regarding the implementation or processing of this Agreement, please contact me at (916) 327-1818 or by email at margaret.fowler@parks.ca.gov.

Sincerely,

Margaret Fowler
Boating Facilities Development and Financing Unit

Enclosures

State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
DIVISION OF BOATING AND WATERWAYS

GRANT AGREEMENT

GRANTEE: Inyo County

(#1132) GRANT NUMBER: C4129042

GRANT PERFORMANCE PERIOD is from: Effective date and continues to February 1, 2020.

GRANT AGREEMENT PERFORMANCE PERIOD is from: Effective date and continues 20 years from Date of Acceptance of Project.

PROJECT TITLE: Owens River Water Trail Non-Motorized Boat Launch Access

The Grantee agrees to the terms and conditions of this grant, hereinafter referred to as Agreement, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California agrees to fund the total State grant amount indicated below for the project identified in Exhibit B which is a part of the GRANT AGREEMENT consisting of: Exhibit A "Non-Motorized Boating Access Development Construction Grant and Operation Agreement", Exhibit A, Attachment 1 "Department of Parks and Recreation, Division of Boating and Waterways Maintenance Guidelines", Exhibit B, "Owens River Water Trail Non-Motorized Boat Launch Access Grant Scope Summary", Exhibit B, Attachment 1 "Application for Non-Motorized Boating Facility Grant Funding" and Exhibit C "General Terms and Conditions"; 46 total pages .

Grantee: Inyo County
Water Department
Address: PO Box 337
Independence, CA 93526

Agency: Department of Parks and Recreation,
Division of Boating and Waterways
Address: One Capitol Mall, Suite 500
Sacramento, CA 95814

BY: _____
(Authorized Signature)

BY: _____
(Authorized Signature)

DR. AARON STEINWAND, DIRECTOR
(Printed Name and Title of Authorized Representative)

KEREN DILL, STAFF SERVICES MANAGER II
(Printed Name and Title of Authorized Representative)

Date _____

Date _____

**CERTIFICATE OF FUNDING
(FOR STATE USE ONLY)**

GRANT C4129042	AMENDMENT NO	CALSTARS VENDOR NO 4000003014-03 (Fi\$CAL 000008422)		PROJECT NO
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 110,000.00	FUND TITLE HARBORS AND WATERCRAFT REVOLVING FUND		AGENCY BILLING CODE NO 053709	
PRIOR AMOUNT ENCUMBERED BY THIS DOCUMENT \$0.00	ITEM 3790-101-0516	CHAPTER 14	STATUTE 2017	FISCAL YEAR 2017/18
TOTAL AMOUNT ENCUMBERED TO DATE \$110,000.00	INDEX 1709	OBJECT CODE 702	PCA CODE 61029	PROJECT/WORK PHASE
T.B.A. NO	<i>I hereby certify upon my own personal knowledge that the budgeted funds are available for this encumbrance.</i>			
B.R.NO	ACCOUNTING OFFICER'S SIGNATURE		DATE	

**NON-MOTORIZED BOATING ACCESS DEVELOPMENT
CONSTRUCTION GRANT AND OPERATION AGREEMENT**

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**NON-MOTORIZED BOATING ACCESS DEVELOPMENT
CONSTRUCTION GRANT AND OPERATION AGREEMENT**

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ARTICLE 1 - DEFINITIONS

- A. "Account": An interest bearing account to be established by the Grantee for the deposit of Grant funds when grant funds are disbursed in advance (see Article 5); such account is to be designated the "Boating Grant – Owens River Water Trail Non-Motorized Boat Launching Facility Development Fund" which shall reflect all receipts and expenditures of grant funds.
- B. "Budget Act": The Legislature enactment of a budget in support of on-going programs (appropriations) in accordance with the provisions of Section 12 of Article IV of the Constitution of the State of California.
- C. "CEQA": The California Environmental Quality Act.
- D. "Commission": The Boating and Waterways Commission.
- E. "Date of Acceptance": The date specified on the Project Completion Certification and which denotes the beginning of the twenty (20) year portion of the Grant term in accordance with Article 3, Subpart A of this Exhibit.
- F. "Department": The Department of Parks and Recreation, Division of Boating and Waterways.
- G. "Effective Date": The effective date of this Agreement is either the mutually agreed upon Project start date or the approval date by the Department of General Services (DGS), whichever is later. In cases when DGS approval is not required, this Agreement is of no force or effect until the date of the last signature. No work shall commence until the Effective Date.
- H. "Exhibit B": The Project proposal exhibit presents the proposed Project in "concept" form only. The actual Project layout shall be determined by the Grantee and the engineer of record (to be determined) during the design process taking actual site conditions and public safety into account. The Project must meet the scope, cost and intent of this report and shall conform to Department guidelines.
- I. "Grant": Funds provided pursuant to Harbors and Navigation Code section 72.5 to finance all or part of the Project Costs.
- J. "Grantee": The Entity identified as Grantee on the face page of the Grant Agreement.
- K. "Project": The construction, improvement, or development of the recreational non-motorized boat launching facility or waterway public access facility as described in Exhibit B.
- L. "Project Area": The real property, and improvements thereto, identified in Exhibit B,

within which the Project will be undertaken.

- M. "Project Completion Certification": A fully executed Notice of Completion, or equivalent, which states the Grantee, has accepted the Project as complete on a specific date (Date of Acceptance).
- N. "Project Costs": Engineering, labor, equipment, materials, permitting and any other costs that are incurred by the Grantee for the purpose of completing the Project. However, Project costs incurred:
 - 1. Shall not include any indirect or overhead charges.
 - 2. For engineering, permitting and inspection shall be no greater than the combined maximum budget allocation for *Engineering, Inspection* and *Permit* Costs as identified in Exhibit B,
 - 3. For engineering, inspection, and construction management services provided by Grantee or Grantee's personnel may only be reimbursed with prior written approval of Department, and
 - 4. Shall not include any expenses incurred prior to the Effective Date of this Agreement.

ARTICLE 2 - GRANTEE'S WARRANTIES

- A. Grantee warrants that the obligation created by this Agreement will not create an indebtedness or liability contrary to the provisions of Section 18 of Article XVI of the Constitution of the State of California.
- B. Grantee warrants that it has title to, or adequate interests in, the Project Area. Adequate interests include, but are not limited to, the following:
 - 1. Access to the Project Area by a maintained public way,
 - 2. A right of passage over a waterway, open to the public, between the Project Area and navigable waters, and
 - 3. Easements or other rights of way outside the Project Area sufficient to provide utilities and services to the Project.
- C. Grantee warrants that there is no encumbrance, lien, easement, license, title, cloud or other interest that may interfere with the Project Area or use thereof by the public.

ARTICLE 3 - TERM OF AGREEMENT

- A. This Agreement, subject to any provision for prior termination, shall begin on the Effective Date and shall continue for twenty (20) years from the Date of Acceptance by the Grantee.
- B. This Agreement may be extended, amended or cancelled upon the written agreement of the parties.

ARTICLE 4 - BUDGET CONTINGENCY

- A. Only funds that have been appropriated by the Legislature and approved for expenditure on the Project by the Department, on or before the Effective Date of this Agreement, are authorized for disbursement through this Agreement.
- B. In the event that the Legislature or Department, for any reason, does not approve sufficient funding for this Project, or should the Grantee be unable to complete the Project within the established budget or otherwise be unable to fund any costs over the established budget, and provided that Grantee has not accepted any grant funds, Department shall have no liability to pay any funds whatsoever to Grantee or to furnish any other consideration under this Agreement and Grantee shall not be obligated to perform any provision of this Agreement; this Agreement shall be of no further force and effect.
- C. In the event that the Legislature or Department, does not approve sufficient funds to complete the Project, or should the Grantee be unable to complete the Project within the established budget or otherwise be unable to fund any costs over the established budget, and Grantee has drawn grant funds:
 - 1. Grantee shall repay all drawn grant funds within ninety (90) days of the end of the fiscal year that such approval is denied, or
 - 2. Grantee shall complete the Project within the scheduled timeline using Grantee's own funds, or
 - 3. Department and Grantee may agree upon a reduced scope version of the Project to be completed within the scheduled timeline and all funds in excess of those previously appropriated necessary to complete the Project shall come from Grantee, or
 - 4. Department and Grantee may, within ninety (90) days of knowledge of such denial, agree that the expenditure of such funds toward the Project constitutes construction completion. The date of such agreement shall become the Date of

Acceptance of the Project and Grantee shall be obligated to perform all non-construction provisions of this Agreement for twenty (20) years beyond the Date of Acceptance.

ARTICLE 5 - DISBURSEMENT OF GRANT

The Department shall provide a Grant to the Grantee in the maximum amount stated on the face page of the Grant Agreement, however:

- A. No funds shall be disbursed for work performed prior to the Effective Date of this Agreement.
- B. The Department shall have no obligation to disburse any of the Grant unless and until the Grantee demonstrates that it has acquired all permits necessary to construct and operate the Project.
- C. The Department shall have no obligation to disburse any of the Grant unless and until the Grantee demonstrates that it has satisfactorily complied with the California Environmental Quality Act (CEQA) for the Project.
- D. Grant disbursements to cover Project Costs shall be made in arrears as follows:
 1. Grantee shall request a Grant disbursement in arrears at least quarterly, but not more frequently than monthly, for any and all reimbursable expenses incurred during that period, using the form provided by the Department unless Grantee has a form otherwise approved by the Department in writing. Paid invoices or other evidence of Grantee's payment of Project Costs must accompany Grant disbursement requests.
 2. Grant disbursement requests shall be submitted in triplicate hardcopy to the Department in a form satisfactory to the Department.
 3. In the event no reimbursable expenses were incurred during a quarter, the Grantee shall report to the Department of any progress made on the Project, or explanation of no progress made on the Project, at least quarterly, but not more frequently than monthly.
 4. The Department shall withhold from each Grant disbursement an amount equal to ten percent (10%) of each disbursement until the Department has accepted the Project as complete and has approved all Project Costs and all stop notices or other liens have been released.

5. Grantee shall request final Grant disbursement no later than thirty (30) days following the Date of Acceptance of the Project by the Grantee.
- E. The Department may withhold any Grant disbursement if the Grantee fails to comply with any of the provisions of this Agreement.

ARTICLE 6 - DESIGN AND CONSTRUCTION OF PROJECT

- A. The Grantee shall obtain from the Department advance written approval of the following:
1. All bid documents prior to advertisement including plans and specifications,
 2. All contracts prior to award,
 3. All change orders of \$5,000 or more, for any work performed under this Agreement, and
 4. All changes to Project schedule discussed in Subpart D of this Article, of thirty (30) days or more.
- B. All architectural and engineering contracts for plans and specifications shall require that the plans and specifications:
1. Be prepared by persons licensed by the State of California to undertake the type of design work required by the Project (engineer's/architect's certificate number to appear on construction contract design documents),
 2. Be prepared in conformance with the most recent version of the Department of Boating and Waterways' *Layout, Design and Construction Handbook for Small Craft Boat Launching Facilities*,
 3. Be submitted to the Department and Grantee in 11" X 17" hardcopy and on CD or DVD in full sized and 11" X 17" PDF format. Specifications shall also be submitted in hardcopy and in PDF format,
 4. Become the property of the Grantee,
 5. Provide for all Project facilities set forth in Exhibit B, and
 6. Provide for shoreside facilities for removing waste from vessel holding tanks in accordance with the Harbors and Navigation Code section 654.1.
- C. All construction contracts for the Project shall:
1. Be awarded in accordance with all applicable laws and regulations,
 2. Contain the following clause: "The Department of Parks and Recreation, Division of Boating and Waterways and its agents may, at any and all reasonable times

during the term of this Agreement, enter the Project Area for purposes of inspecting the Project Area.”

3. Contain a clause stating that the Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee who is employed in the work covered by such contracts or against any applicant for such employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age, marital status, and denial of family care leave, and that such provisions shall include, but not be limited to: employment, upgrading, promotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship,
 4. Contain a clause that the construction contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes which apply to the Project and any work performed pursuant to this Agreement,
 5. Require that the Project be constructed according to the plans and specifications prepared for the Project, and that quality control shall be performed, and compliance with specifications shall be verified, by qualified professionals selected by the Grantee or Grantee's representative, and
 6. Require the preparation of a concrete test panel as specified in Subpart F of this Article.
 7. Shall contain the requirements of Article 10 Liability and Fire Insurance and Article 20 Liability of this Agreement.
- D. The Grantee shall, within sixty (60) days of approval of this Agreement, provide the Department with a Project schedule showing the proposed dates of the following Project phases or milestones:
1. Beginning and ending dates of Project design consultant selection by Grantee,
 2. Submission of the consultant services agreement to the Department for approval,
 3. Beginning and ending of Project design,
 4. Submission of plans and specifications to the Department for approval at 30%, 60%, 90% and 100% completion,
 5. Beginning and ending dates of Grantee advertising of Project for bids,
 6. Project bid opening date,

7. Submission of the construction Agreement to the Department for approval,
 8. Beginning and ending dates of Project construction,
 9. Acceptance of Project by the Grantee, and
 10. Submission of a Project Completion Certification to the Department.
- E. The Grantee shall provide the Department with a Construction Schedule showing all construction milestones, including the date the v-grooving test panel will be prepared and ready for Department inspection as required by Subpart F below.
- F. No placement or v-grooving of concrete for boat launching ramps on the Project shall be allowed until the construction contractor demonstrates proficiency in creating a satisfactory v-grooved surface by preparing a concrete test panel measuring no less than 6 feet by 4 feet. A Department representative must accept the test panel before the construction contractor shall be allowed to place or v-groove concrete for boat launching ramps. Precast boat launching ramp panels are exempt from the test panel requirement but must also be approved by a Department representative prior to placement or installation. Test panels must be adjacent to, but not part of, any ramp work to be completed and must remain accessible until all ramp work is completed and accepted by Department. Contractor may incorporate test panel into other concrete work (i.e. trash enclosure, etc.).
- G. Prior to the commencement of the construction of the Project, the Grantee shall cause the contractor and a corporate surety acceptable to the Department to furnish in favor of the Grantee and the Department, as their interests may appear, bonds or other security interests as allowed pursuant to Public Contract Code sections 10263 and 22300 in the minimum amounts indicated below:
1. Faithful performance – one-hundred percent (100%) of the total contract bid price.
 2. Labor and materials – one-hundred percent (100%) of the total contract bid price.
- H. The Grantee shall provide at least quarterly written reporting to the Department as to the progress and status of the Project using the form provided by the Department unless Grantee has a form otherwise approved by the Department in writing.

ARTICLE 7 - COMPLETION OF PROJECT

- A. The Grantee shall complete the Project no later than February 1, 2020.
- B. The Grantee shall provide the following to the Department within sixty (60) days of the Date of Acceptance:

1. A Project Completion Certification (or equivalent)
2. An accounting of all Grant funds
3. As-built plans and specifications on CD or DVD

ARTICLE 8 - OPERATION AND MAINTENANCE OF PROJECT

- A. The Grantee shall not transfer its interest in the Project Area without the written approval of the Department.
- B. The Project and all other improvements constructed or placed in the Project Area shall be operated solely as a recreational non-motorized boat launching or access facility. Other uses of the facility such as for craft fairs, festivals, SNO-PARKS, special events, storage, transient parking, camping, etc., are not allowed without the prior written permission of the Department.
- C. The Project Area shall be open to all recreational vessels, including vessels powered by 2-stroke and 4-stroke gasoline engines, at all times during the term of this Agreement except as approved by the Department. Notwithstanding Harbors and Navigation Code section 660, any non-emergency restrictions related to time-of-day use, speed zones, special-use areas, or pollution control measures in the Project Area which result in closure or partial closure of waterways in the Project Area to any recreational vessel shall be subject to prior approval by the Department. Failure to obtain prior approval of the Department for such restrictions shall constitute a breach of this Agreement and may result in penalties set forth in Article 9 of this Exhibit.
- D. The Grantee (or any lessee or concessionaire operating under the authority of the Grantee) shall not charge any fee or combination of fees totaling more than: \$13.00 to include but not limited to fees for: vessel launch and retrieval, parking, entry, day-use, and water-use. Such funds may be collected and used only to make repairs, renewals, and replacements necessary for the efficient operation of the recreational non-motorized boat launching or access facility and to keep the facility in good repair at all times. The total fee charged may be adjusted annually in accordance with percentage changes in the *United States Bureau of Labor Statistics Consumer Price Index (CPI)* using the *U.S. City Average, All Items, 1982-84 = 100*, as of the Effective Date of this Agreement. Any adjustment exceeding the annual percentage change in the CPI shall be made only after the Grantee obtains the written approval of the Department. Such rates and fees shall be

maintained at a level comparable to those charged at State owned Boat Launching Facilities in the region.

- E. The Grantee shall maintain the Project Area and all improvements funded by this Agreement in accordance with the Department of Parks and Recreation, Division of Boating and Waterways Maintenance Guidelines (Guidelines), a copy of which is attached to and made a part of this Agreement. The Department and its agents may, at any and all reasonable times during the term of this Agreement, enter the Project Area for purposes of inspecting the Project Area to determine if the facility is being maintained according to the Guidelines.
1. The Grantee shall provide to the Department, within sixty (60) days of the Effective Date of this Agreement, a maintenance schedule for approval detailing how each objective of the attached Guidelines will be addressed within the Project Area over the term of this Agreement. Each objective of the Guidelines must be considered; any objectives that are not applicable to a Grantee shall be included in the schedule with notation that such objective does not apply to this Project Area. The Department shall not unreasonably withhold its approval; however, it is the Grantee's responsibility to ensure that such maintenance schedule adequately addresses Grantee's responsibilities and each objective. The Department's written approval of the maintenance schedule shall be required before any funds are disbursed.
 2. The Grantee shall comply with the approved maintenance schedule throughout the term of this Agreement. Failure to maintain the facility according to the maintenance schedule is a breach of this Agreement and shall preclude the Grantee from receiving any future grants.
 3. Any changes to the maintenance schedule must be approved in writing by the Department.
- F. The Department shall not be liable for any costs of maintenance, management, control or operation of the Project Area.
- G. The Project Area shall be open and accessible for the use and enjoyment by the general public on equal and reasonable terms.
- H. All Project Area facilities shall be maintained and operated with due regard to public safety and in accordance with all applicable laws, ordinances, and regulations. All contracts

relating to the operation of the Project shall include a nondiscrimination and compliance clause as referenced in Article 6, Subpart C of this Exhibit.

- I. All concession agreements for the operation and maintenance of the Project Area must have the written approval of the Department prior to award. The Department will approve such concession agreements only when the Grantee can demonstrate that private sector operation is the best available alternative. Concession agreements of a short-term duration (five years or less) are preferred, with renewal based upon performance reviews by both the local governmental agency and the Department. Any concession agreement for operation and maintenance of greater than five (5) years shall require the concessionaire to make a capital investment, acceptable to the Department, in the Project Area.
- J. All concession agreements for operation of the Project shall provide the following:
 - 1. Fees paid to the Grantee by the concessionaire for the operation and maintenance of the Project (usually a percentage of gross receipts) may only be for "reasonable administrative charges" so as not to motivate the Grantee to turn over the operation and maintenance of the Project for purely profit considerations.
 - 2. Fees paid to the concessionaire for use of the facility shall be no greater than those allowed in this Agreement.
 - 3. The concessionaire shall operate the Project and all other improvements placed in the Project Area solely as a recreational non-motorized boat launching or access facility unless receiving written permission from the Grantee and the Department for other permanent or special event uses.
 - 4. The Project Area shall be open and accessible for the use and enjoyment by the general public on equal and reasonable terms.
 - 5. All Department signs shall be kept permanently in place.

ARTICLE 9 - BREACH OF AGREEMENT

The Department through written notice may require the Grantee to remedy (to Department's satisfaction) any breach of this Agreement within ninety (90) days of the date of such notice. The Department may extend the time permitting remedy of the breach if the Grantee begins such remedy within the said period; however, if the Grantee fails to proceed with or complete any remedial action within the time allowed, then the Department may take one or more of the following steps:

- A. The Department may take any action to correct the breach. The Grantee shall be liable for all costs, including administrative costs, incurred in the course of correcting the breach.
- B. The Department may require the Grantee to repay the Department for all Project Costs funded by the Grant. Grantee shall make such repayment within one-hundred and eighty (180) days of the close of the fiscal year within which Department demands repayment. Repayment shall be determined by the Department on a prorated unexpired term basis (the remainder of the twenty (20) year term as determined in Article 3, Subpart A).
- C. In the event the Grantee adopts time-of-day, speed zones, special-use area, pollution control measures, or any other restrictions which restrict any or all of the Project Area, or result in its closure or partial closure to any form of recreational vessel, the Department may determine the percentage of boaters affected and may require the Grantee to repay the Grant on a prorated unexpired term basis for that percentage of all Project Costs funded by the Grant. The Grantee shall make such repayment within one-hundred and eighty (180) days of the close of the fiscal year within which a Department demands repayment. Repayment shall be made according to a schedule determined by the Department after consultation with Grantee.

ARTICLE10 - LIABILITY AND FIRE INSURANCE

- A. The Grantee shall, at a minimum, maintain in full force and effect during the term of this Agreement the following insurance:

Bodily Injury or Death:	\$1,000,000 each person \$1,000,000 each occurrence
Property and Product Damage	\$1,000,000 each occurrence \$1,000,000 aggregate
Fire Insurance	90% of the full insurable value of all insurable components of the Project.
- B. All policy or policies shall contain the following endorsement:
The State of California, its officers, agents, employees and servants are hereby declared to be additional insured under the terms of this policy, as to activities of both the Grantee and the Department in respect to the Project, and this policy shall not be cancelled without thirty (30) days prior written notice to the Department.

- C. The Grantee agrees that all contracts between it and the contractor (or contractors) responsible for construction of the Project shall contain a clause which requires the contractor(s) to obtain insurance in the minimum amounts and kinds specified above in Article 10, Subpart A.
- D. The insurance requirements specified above in Article 10, Subpart A, may be satisfied to the extent that the Grantee can provide comparable protection for the Grantee and the Department by virtue of the Grantee's participation in any "risk management" plan, self insurance program, insurance pooling arrangement, or any combination of these, provided that the protection plan has been approved by the Department.
- E. The Grantee agrees that all contracts between it and the designer (or designers) responsible for design and preparation of plans and specifications of the Project shall contain a clause requiring said designer(s) to obtain Architect's Professional Liability (errors and omissions) Insurance in the amount of \$1,000,000.
- F. Copies of any policy or policies, including any new or renewal policy, shall be in a form satisfactory to the Department. Copies of such policy or policies shall be submitted to the Department at least twenty (20) days prior to the effective date or dates thereof.
- G. Loss under any fire insurance policy shall be payable to the Department for deposit in an appropriate trust fund with the State of California. The proceeds may be paid to the Grantee upon the Grantee's application for the reconstruction of the destroyed facilities.
- H. The Department shall not be responsible for the payment of any premiums or assessments on Grantee's insurance policies.
- I. Grantee shall provide proof of insurance to the Department annually and upon written request by the Department.

ARTICLE 11 - INSTALLATION OF OTHER FACILITIES

- A. The Grantee may at its own expense place or cause to be placed within the Project Area any structure, alteration, and/or improvement in addition to those set forth and described in Exhibit B, provided that such facilities:
 - 1. Are constructed, maintained and operated for the use, enjoyment, protection and service of the public,
 - 2. Are in compliance with Article 8 of this Exhibit,
 - 3. Do not directly or indirectly reduce the service capabilities for the boating public called for in Exhibit B including the sanitary and parking facilities, and

4. Have the prior written approval of the Department. Approvals shall not be unreasonably withheld.
- B. The Department shall not be obligated to make or cause to be made any alteration, improvement, or repair to any facilities within the Project Area in addition to the original construction to the Project as provided for herein.

ARTICLE 12 - SIGN REFERRING TO DEPARTMENT FINANCING

The Grantee shall cause a permanent sign to be installed within the Project Area, which shall include the Department's logo (to be provided by Department) and a statement that the Department financed the Project. The sign may contain additional statements, which recognize the participation of other government agencies in the Project. The sign shall be installed before the Project is made available to the public. The standard Department precast concrete sign shall be used unless the Grantee is required to use a different sign style or motif. An electronic drawing of the standard Department Project credit sign shall be furnished by the Department to the Grantee for inclusion in the plans and specifications. The location of the Project credit sign and make-up of a non-standard sign, including the dimensions, materials and lettering, requires the prior approval of the Department.

ARTICLE 13 - DIRECTIONAL SIGNS

The Grantee shall at the direction of the Department cause permanent directional signs to be installed, which shall provide adequate directions for reaching the Project Area. The signs shall be installed on major roads in the area and in as close proximity as possible to freeway exits in conformance with the provisions of the Local Agency's Development Code and the State Department of Transportation (CalTrans) policy. The locations and make-up of the signs, including the dimensions, materials, and lettering, require the prior approval of the Department.

ARTICLE 14 - WAIVER OF RIGHTS

Any waiver by either party hereto of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other default or matter.

ARTICLE 15 - PROJECT REPRESENTATIVES

The Grantee and the Department shall each designate specific staff representatives for the purposes of communication between parties. Grantee's representative shall be by delegation of authority, signed by the person designated by Resolution to sign the contract or any amendments, and to make decisions concerning the contract.

ARTICLE 16 - REMEDIES NOT EXCLUSIVE

The use by either the Department or the Grantee of any remedy specified in this Agreement for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

ARTICLE 17 - OPINIONS AND DETERMINATIONS

Where the terms of this Agreement provide for action to be based upon the opinion, judgment, approval, review, or determination of either the Department or Grantee, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious or unreasonable.

ARTICLE 18 - ASSIGNMENT

No assignment or transfer of this Agreement or any part hereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the Department in writing. The Department's approval shall be granted at its sole discretion and may be made subject to such reasonable terms and conditions as the Department may impose.

ARTICLE 19 - SUCCESSORS AND ASSIGNS OBLIGATED

This Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties hereto.

ARTICLE 20 - LIABILITY

- A. The Grantee waives all claims and recourse against the Department, including the right to contribution for any losses or damages arising from, growing out of, or in any way connected with or incident to this Agreement.
- B. The Grantee agrees to indemnify, defend and hold harmless, the Department, its officers, agents and employees from any and all claims and losses accruing or resulting

to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, entity or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and/or from any and all claims and losses accruing or resulting to any person, firm, entity or corporation who may be injured or damaged by Grantee in the performance of this Agreement

- C. The Grantee shall indemnify, hold harmless, and defend the Department, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability connected with or arising out of the acquisition, design, construction, operation, maintenance, existence or failure of the Project.
- D. If the Department is named as a co-defendant, the Grantee shall notify the Department and represent it unless the Department elects to represent itself. If the Department undertakes its own defense, it shall bear its own litigation costs, expenses and attorney's fees.

ARTICLE 21 - TERMINATION

- A. Prior Termination. This Agreement shall terminate on the date specified in Article 7, Subpart A of this Exhibit if by such date (1) the Grantee has not met all conditions precedent to disbursement under this Agreement, or (2) the Department has disbursed no part of the Grant funds.
- B. Termination. In addition to the Department's right to terminate pursuant to Exhibit C, and as otherwise provided in this Agreement, the Department may terminate this Agreement without cause upon a thirty (30) calendar days advance written notice to the Grantee.
- C. The Grantee shall promptly return all advanced funds to the Department.

ARTICLE 22 - SUPERSEDING GENERAL TERMS AND CONDITIONS (GTC)

- A. The reference to the Contractor in Exhibit C is the Grantee in this Agreement.
- B. Notwithstanding Paragraph 13 in Exhibit C, payment to Grantee for expenses shall be limited as provided for in Article 5 of this Exhibit.
- C. Paragraph 5 in Exhibit C is replaced by Article 20 of this Exhibit.

Department of Parks and Recreation, Division of Boating and Waterways Maintenance Guidelines

Introduction

This document presents guidelines for meeting the minimum maintenance standards for the operation and maintenance of publicly owned boat launching facilities that are funded by the California Department of Parks and Recreation, Division of Boating and Waterways (DBW).

Because DBW funds these publicly owned facilities, the State has a financial stake in their success. The attached guidelines, developed by DBW, are intended to ensure that DBW funded boat launch facilities are managed and maintained in a manner compatible with DBW's mission – *to provide safe and convenient boating access* – and that the public entity owning the facility (the "Agency") is fulfilling its responsibilities. The Agency's primary responsibility in this context is maintaining the value of the property, including both tangible site improvements and the intangible value of the boat launch facility's reputation with the boating public.

Scope

The scope of these guidelines is limited to those items that reflect the quality of the boat launch facility (BLF) and its operations. The seven categories that are addressed are: (1) regular maintenance, (2) major maintenance, (3) boat launch facility staff, (4) boat launch facility operations and administration, (5) boat launch facility regulations, (6) security, and (7) amenities.

The scope does not include financial measures and other items that would be covered separately when a Memorandum of Understanding (MOU), Operating Agreement, Concession Agreement or Lease Agreement occurred between an Agency and an operator. In addition, these guidelines are separate from, and complementary to, the conditions and expectations set forth in any contractual agreement that might exist between the Agency and an operator. These guidelines were developed under the assumption that any contractual obligations, such as financial performance, reporting, and lease payments from an operator to an Agency, would be monitored separately. However, in the event that an Agency contracts out the operation of a BLF to an operator, any agreement between the Agency and the operator must specify that the operator must apply these guidelines and operate and maintain the BLF to at least the minimum condition that would be achieved by following these guidelines.

These guidelines should be applied within the context of the existing maintenance conditions of the boat launch facility. Likewise, they should reflect long-term goals for the boat launch facility.

The three key long-term goals that apply to most publicly owned boat launch facilities are as follows:

- Maintain the boat launch facility to a standard that attracts boaters to the boat launch facility
- Meet current and long-range needs of the community and of boaters in the region
- Produce, or set aside, revenues sufficient to maintain the boat launch facility infrastructure

The following guidelines represent the minimum that shall be required of an Agency to operate and maintain a DBW funded BLF.

Guidelines

The following table documents, in categories, the minimum outcomes that must be met in a properly maintained DBW funded BLF. The Agency is responsible for preparing, and updating, a maintenance schedule describing, in detail, how each of the objective/outcomes will be addressed by the Agency during the term of the BLF contract. During the grant term, the maintenance schedule shall be updated every five years, and whenever there are changes to the property, expected or unexpected, that might normally require changes in maintenance levels (examples include, but are not limited to, new construction or other major physical and non-physical changes including storm damage, faster than anticipated erosion, or higher than expected usage). In the event that such a change will not require a change in maintenance levels an updated maintenance schedule is still required; and, the Agency must clearly document why no change in service is required.

In order to verify that Agencies are maintaining facilities as required, DBW will make periodic and random inspections of funded BLFs. After an inspection, Agencies will be provided with DBW's inspection results. In the event that facilities are not being maintained to DBW's guidelines, the Agency will be required to respond and take corrective action immediately. Agencies that do not maintain their facilities to at least these guidelines will not be considered for future DBW funding.

Category	Objectives/Outcomes
A. Regular Maintenance	Maintenance of existing and new structures and facilities is conducted on a regular basis to maintain viability of the boat launch facility. Taking into account the initial condition of the boat launch facility, the facilities, including ramps, boarding floats, restrooms, lighting, and landscaping are maintained in a safe, neat, sanitary, and orderly condition.
B. Major Maintenance	Inspections for possible major maintenance problems are conducted to prevent the need for premature replacement of facilities. The boat launch facility structures are maintained in an acceptable manner, enhancing the long-term viability of the boat launch facility and reducing risk to users, the Agency, and DBW. The facility is maintained in an insurable condition and is free of defects caused by neglect. Major maintenance of necessary items is scheduled and completed in a timely manner and minimizes degradation of the boat launch facility.
C. Staff	Boat launch facility staff, where provided, are qualified, competent, and experienced. Staff are (1) knowledgeable about boats and boating, (2) available every day including peak season holidays, (3) friendly, (4) professional in appearance, and (5) proactive in meeting the needs of customers.

Category	Objectives/Outcomes
C. Staff (<i>cont.</i>)	Boat launch facility staff, where provided, are responsive to customers and maintain a service orientation. A mechanism to reach staff or other personnel in off-hours or emergencies is in place.
D. Operations and Administration	<p>The Operator has a long-range plan to maintain viability of the boat launch facility that is realistic and reflective of DBW's mission.</p> <p>The staff management plan specifies staffing levels and availability of staff, and procedures for responses to complaints. All facilities and services are operated in accordance with hours authorized in the contract/operating agreement.</p>
E. Regulations	The boat launch facility is in compliance with applicable federal, state, and local laws, rules, regulations, contracts, and restrictions.
F. Security	Boat launch facility security is maintained to appropriate guidelines for the region. The Boat launch facility security system is in place and operational and law enforcement incidents at the boat launch facility are at levels similar to other boat launch facilities in the region.
G. Amenities	Amenities provided are in good condition, and help draw customers to the facility.

GRANT SCOPE SUMMARY

OWENS RIVER WATER TRAIL NON-MOTORIZED BOAT LAUNCH ACCESS

Up to a maximum grant amount of \$110,000 is available to Inyo County to design, permit, and establish an engineer's estimate of probable construction cost to develop new Non-Motorized Boat Launch Access at the Lower Owens River.

PROJECT SCOPE

Planning, permitting, and engineer's estimate to develop a non-motorized boat launch and take-out. Improvements include parking areas along the access roadway, turnarounds for vehicle-trailers, launch ramps, staging areas, stilling bays, vault restroom at the launch, information kiosk, fee station, and project credit signs. Any unused funds will be available for construction of work designed by this grant if work is completed within the grant term.

Background: The County's Feb. 1, 2017 application (attached Exhibit B, Attachment 1) included a design and cost estimate. The revised design (see Page 23 and 24 of this exhibit) was used in consultation with DBW engineers and the County to establish the below agreed upon "Budget: Owens River Water Trail Non-Motorized Boat Launch Cost Estimate".

Grant Award Includes: Funding for reimbursement of costs to design, permit, and establish an engineer's estimate of probable construction cost for the PROJECT SCOPE identified above. The BUDGET below and PROJECT SCOPE identified above supersede those in the enclosed application.

Project Funding Excludes: Reimbursement for County administration, owner's representation, project management, CEQA and related studies, trash receptacles, picnic tables, and non-boating related amenities.

Condition: CEQA must be completed, at no expense to the Grant, by April 1, 2019. No grant reimbursement will be authorized until the County has demonstrated that CEQA is complete.

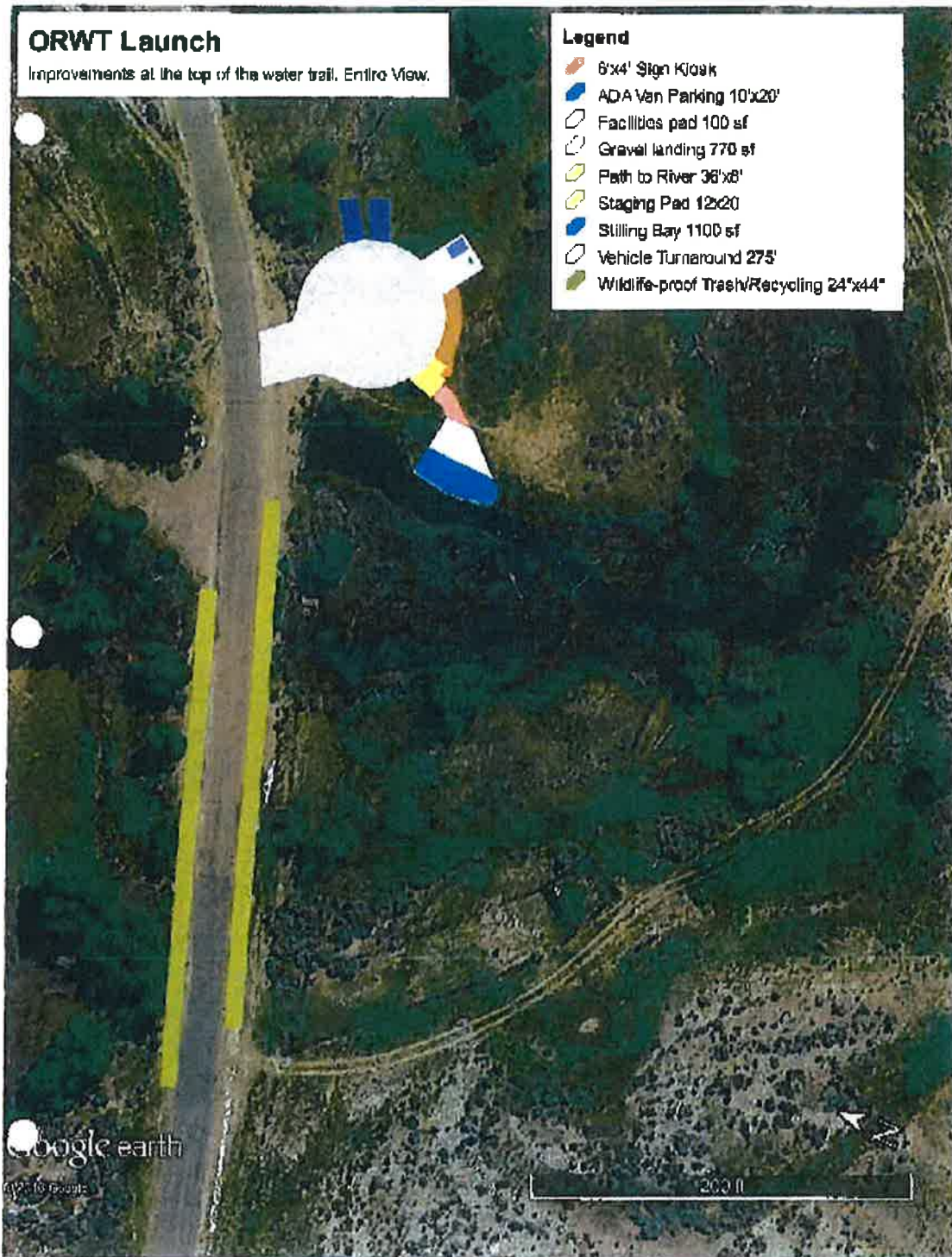
BUDGET: Owens River Water Trail Non-Motorized Boat Launch Cost Estimate	
Engineering Design	\$ 60,000
Permits	\$ 50,000
Grant Total:	\$ 110,000

ORWT Launch

Improvements at the top of the water trail. Entire View.

Legend

- 6'x4' Sign Kiosk
- ADA Van Parking 10'x20'
- Facilities pad 100 sf
- Gravel landing 770 sf
- Path to River 36'x8'
- Staging Pad 12'x20'
- Stilling Bay 1100 sf
- Vehicle Turnaround 275'
- Wildlife-proof Trash/Recycling 24'x44'

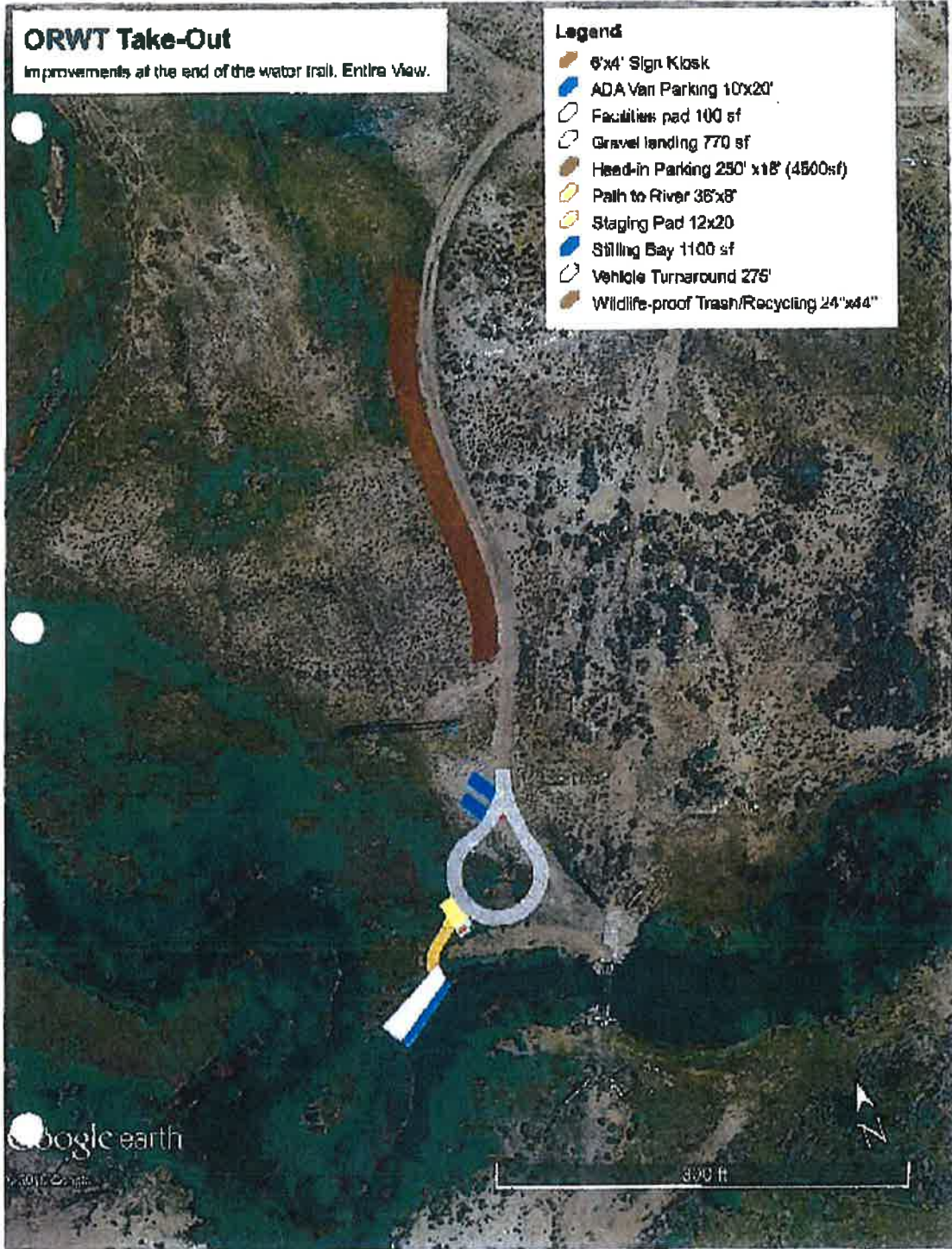


ORWT Take-Out

Improvements at the end of the water trail. Entire View.

Legend

- 6'x4' Sign Kiosk
- ADA Van Parking 10'x20'
- Facilities pad 100 sf
- Gravel landing 770 sf
- Head-in Parking 250' x18' (4500sf)
- Path to River 36'x8'
- Staging Pad 12x20
- Stilling Bay 1100 sf
- Vehicle Turnaround 275'
- Wildlife-proof Trash/Recycling 24'x44'





Inyo County Water Department

January 29, 2017

California State Parks, Division of Boating and Waterways
Boating Facilities Development and Financing
Attn: Keren Dill, Chief
One Capitol Mall, Suite 500
Sacramento, California 95814

Dear Ms. Dill,

The County of Inyo is excited to submit this application for funding non-motorized boating facilities associated with the Owens River Water Trail. Improvements funded by the Division of Boating and Waterways will create a safe, attractive, and convenient water entrance and exit improvement on one of the first designated water trails in California. The trail, on a desert river under the highest peaks in the Sierra, will be a significant paddle sport destination in the recreation focused Eastern Sierra. We are looking forward to collaborating with the DBW on what will certainly be a signature project for California State Parks. Please contact me if you have any questions about the project or the application.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Larry Freilich".

Larry Freilich
Project Manager, Inyo County Water Department



**DIVISION OF BOATING AND WATERWAYS (DBW)
BOATING FACILITIES DEVELOPMENT AND FINANCING PROGRAMS**

APPLICATION FOR NON-MOTORIZED BOATING FACILITY GRANT FUNDING

Prior to completing and submitting this application, please contact DBW at (916) 327-1816. This form must be filled out and submitted to DBW no later than February 1st. Additional information/instructions and a fillable electronic version of this form can be obtained from the DBW website at www.dbw.parks.ca.gov. Use a separate application for each grant.

USE ADDITIONAL SHEETS AS NECESSARY IN COMPLETING THIS APPLICATION. CROSS-REFERENCE EACH ADDITIONAL SHEET TO THE ITEM NUMBER BELOW.

		For DBW Use Only:	Assigned to:
1. DATE SUBMITTED: Feb 1, 2017	2. RECEIVED BY DBW:	APPLICATION NUMBER:	

APPLICANT INFORMATION

3. LEGAL NAME OF APPLICANT: Inyo County	4. TYPE OF APPLICANT: <input type="checkbox"/> City <input type="checkbox"/> Special District <input type="checkbox"/> Other Public Agency (specify): <input checked="" type="checkbox"/> County <input type="checkbox"/> Federal Government
5. MAILING ADDRESS OF APPLICANT: PO Box 337, Independence CA, 93526	6. CONTACT INFORMATION: Name: Larry Freilich Title: Project Manager Address (if different): Telephone: 760-878-0001 E-mail: lfreilich@inyocounty.us

GENERAL PROJECT INFORMATION

7. NAME OF PROJECT:
Owens River Water Trail (ORWT)

8. PROJECT LOCATION AND BODY OF WATER PROJECT IS LOCATED ON: *(Attach a site map.)*
Lower Owens River

9. HAS A DBW REPRESENTATIVE VISITED THE PROJECT SITE? Yes No
(If yes, provide the name of the representative and the date)
On August 9, 2016, Commissioners Doug Metz, Virginia Madueno, Frank Peralta, Deputy Director Lynn Sadler, and Keren Dill, Loan and Grant Financial Services, visited the site.

10. PROPOSED PROJECT COMPONENTS: *(Check all that apply.)*
BOAT LAUNCHING FACILITY:

<input checked="" type="checkbox"/> Ramp	<input checked="" type="checkbox"/> Restrooms	<input checked="" type="checkbox"/> Fee Station, Trash Recepticles
<input type="checkbox"/> Boarding Floats	<input type="checkbox"/> Solar Panels	<input checked="" type="checkbox"/> Kiosk
<input checked="" type="checkbox"/> Parking	<input type="checkbox"/> Wind Turbines	<input checked="" type="checkbox"/> Signage
<input type="checkbox"/> Electrical	<input type="checkbox"/> Electric Vehicle (Charging Station)	<input checked="" type="checkbox"/> Path to water
<input checked="" type="checkbox"/> Slope Protection	<input checked="" type="checkbox"/> Vehicle access	
<input type="checkbox"/> Fish Cleaning Station		

26

11. IS THERE PUBLIC SUPPORT OR OPPOSITION FOR THE PROPOSED PROJECT? Yes No

(if yes, explain)

See attached Additional Information sheet.

12. DESCRIBE THE PROBLEM THE PROPOSED PROJECT WILL SOLVE. FOR EXAMPLE, DOES THE PROJECT FIX OR ADDRESS A HEALTH, ACCESS, OR SAFETY ISSUE FOR USERS AT THE FACILITY?

Entry to the ORWT as has been proposed provides only the most basic infrastructure. DBW funds would be used to create a fully all-access launch and water exit point that would support disabled use; which is a primary goal of the project. DBW funds would be used to create the best possible launch experience from the perspective of a disabled user. See also Additional Information sheet.

13. DESCRIBE THE SCOPE OF THE PROJECT TO BE FINANCED WITH DBW FUNDING:

See attached Additional Information sheet.

14. DESCRIBE THE TYPES OF BOATING DONE AT THE PROPOSED FACILITY/IMPROVEMENTS:

Non-motorized paddle craft such as canoes, kayaks, and paddle boards.

15. DESCRIBE THE IMPORTANCE OR SIGNIFICANCE OF THE PROPOSED PROJECT:

The ORWT would be one of the first designated non-motorized river water trails in California and the west; certainly the first water trail on a desert river. There are few opportunities in the state for autonomous recreation for the disabled that offer same type of self-guide wilderness experiences. A survey done to assess recreational demand in lower Owens River area identifies water recreation as the #1 user demand. See Additional Information sheet.

16. HAS LOCAL LAW ENFORCEMENT (SHERIFF/MARINE PATROL) BEEN CONSULTED TO ENSURE THE PROPOSED FACILITY MEETS THE NEEDS FOR WATER RESCUE? Yes No

(if yes, provide the date and identify the components added to satisfy law enforcement needs. If no, explain)

Nate Derr, Search and Rescue Coordinator for the Inyo County Sheriff's office has been consulted. He is satisfied that the design we propose would satisfy his department's requirements for water rescue.

17. (a) DOES THE EXISTING FACILITY MEET AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS? Yes No

(if no, identify needed improvements)

No facilities exist at this time.

(b) DO THE PROPOSED PROJECT IMPROVEMENTS HELP THE SITE MEET CURRENT REQUIRED ADA REQUIREMENTS. Yes No

(if yes, how)

Yes. See Additional Information page.

(c) HAS AN ADA EXPERT BEEN CONSULTED TO ENSURE THE PROPOSED PROJECT COMPLIES WITH ADA REQUIREMENTS? Yes No

(if yes, provide details)

The design we propose is based in part on the Iowa Natural Resources Department's Water Trails Design Development guide, which is widely referenced by river management professionals. We would look to CA State Parks to refine the design based on existing conditions.

18. (a) WILL THE PROJECT BE OPEN AND ACCESSIBLE TO ALL PUBLIC RECREATIONAL NON-MOTORIZED BOATERS?

Yes, 365 days a year.

(b) DOES THE PROJECT IMPROVE EXISTING OR CREATE NEW PUBLIC ACCESS AT THIS FACILITY?

This project provides the first formal water access to the Lower Owens River. DBW funding will provide the basic infrastructure required to provide essential services and easy access to and from the water. That infrastructure is not available now.

(c) DOES THE PROJECT PROVIDE ACCESS TO UNIQUE BOATING OPPORTUNITIES?

This will be one of the most unique waterway opportunities in the west due to its extraordinary setting below the highest peaks in the Sierra, and the intimate beauty experienced by the user in this enchanting desert river.

19. (a) INDICATE BELOW THE FEES A PERSON MUST PAY TO LAUNCH A BOAT:

Launching	\$ _____
Parking	\$ _____
Facility Entrance	\$ _____
Other: <u>Suggested</u>	\$ <u>5.00</u>

Other Fee Explanation: The launch facility will not be manned. Fees will be collected in a fee box. See Additional Information sheet.

(b) WHAT IS THE ANNUAL NUMBER OF BOAT LAUNCHES AT THE EXISTING FACILITY?

Total: NA Non-Motorized: NA Other: NA

(c) WHAT IS THE PROJECTED ANNUAL NUMBER OF BOAT LAUNCHES AT THE IMPROVED FACILITY?

Total: 7,500-10,000+ Non-Motorized: 7,500-10,000+ Other:

(d) WHAT WAS THE METHODOLOGY USED TO ARRIVED AT THIS NUMBER?

See Additional Information sheet.

20. LIST ALL PERMITS AND APPROVALS REQUIRED TO CONSTRUCT THE PROJECT:

(A) LADWP lease agreement; (B) U.S. Army Corps of Engineers, Clean Water Act, Section 404 permit;(C) California Department of Fish and Wildlife, Section 1601 Streambed Alteration Agreement; (D) Lahonton RWQCB, 401 Water Quality Certification; (E) State Office of Historic Preservation Section 106.

21. STATUS OF PERMITS:

A. Permit:

- Not started
- In progress *(Attach copy of app)*
- Date of consideration
- Expected completion
- Approved *(Attach copy)*

B. Permit:

- Not started
- In progress *(Attach copy of app)*
- Date of consideration
- Expected completion
- Approved *(Attach copy)*

C. Permit:

- Not started
- In progress *(Attach copy of app)*
- Date of consideration
- Expected completion
- Approved *(Attach copy)*

SPECIFIC PROJECT INFORMATION

22. REQUESTED FUNDING AMOUNT: \$

 GRANT (Non-Motorized)

23. ESTIMATED PROJECT TIMELINE:
 Start Date: January 2018
 Completion Date: March 2019
Attach schedule of instructions

24. PROJECT
 New
 Previous Year (s) of DBW funding*
**Attach description of use and purpose of funding*

25. ESTIMATED PROJECT COSTS:

<u>Cost Category</u>	<u>Amount</u>
a. Construction	\$208,170
b. Engineering (12%)*	\$24,980
c. Escalation (10%)*	\$10,408
d. Contingency (10%)*	\$20,817
e. Inspection (5%)*	\$10,408
f. Permits (3%)*	\$6,245
g. TOTAL	\$ 281,029

*Attach itemization of costs that have been expensed on a separate sheet
 (% of construction sub-total)

26. STATUS OF OTHER PROJECT FUNDING SOURCES:

(Attach copy of any funding applications, or approved letters of intent to fund.)

<u>Name of Funding Source</u>	<u>Amount</u>	<u>Status of Funding</u>			
		<u>Applied For</u>		<u>Approved</u>	
a. DBW:	\$281,029	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b. APPLICANT:	\$	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c. CITY/COUNTY:	\$	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d. OTHER STATE SOURCES: CA Resources	\$500,032	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
e. FEDERAL:	\$	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f. OTHER (specify):	\$	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g. TOTAL:	\$ 780,061				

TOTALS in Sections 25 and 26 must equal.

27. STATUS OF PROJECT PLANNING:

	<u>Completed</u>
Technical Feasibility Study	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Preliminary Design	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Engineer's Cost Estimate	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Final Design	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

28. ENVIRONMENTAL IMPACT (NEPA/CEQA)

Expected/Determined Level of CEQA Clearance:
 Notice of Exemption
 Negative Declaration
 Environmental Impact Report (EIR)
 Unknown

Status of NEPA/CEQA Compliance:
 Not Started, Expected Completion Date:
 In Progress, Expected Completion Date: 10/1/2017
 Adopted/Approved *(Attach copy of app or approval)*

29. (a) WHAT ARE THE PUBLIC BENEFITS OF THE PROJECT?

See Additional Information sheet.

(b) WHAT ARE PROJECTED ECONOMIC DEVELOPMENT BENEFITS TO THE SURROUNDING MUNICIPALITIES OF THE PROPOSED PROJECT?

The town of Lone Pine, which is just to the west of the project area wants to be known as a river town. The town now has facilities, services, and outfitters that cater to hikers, fishermen, climbers, campers, hunters, and mountaineers. The majority of the town's revenue comes from these groups. The infrastructure is in place, and the desire is there to add river recreation to the mix. Parties have come to the County expressing an interest in investing in a river outfitting concession.

(c) IS THE PROJECT A PART OF A LARGER COMMUNITY DEVELOPMENT PLAN OR STRATEGY?

Yes **No**, *if "Yes" please explain and provide a copy of the supporting development plan or master plan*

Inyo County's General Plan, Conservation/Open Space Element, includes goals and policies that the ORWT addresses, especially in regard to meeting the varied needs of County residents and visitors. Implementation measure 2.0 includes, "Work with the LADWP to fully take advantage of the recreational opportunities associated with the Lower Owens River Restoration Project." Relevant sections of the County's General Plan are included in this application package.

30. IS THERE A DEMONSTRATED DEMAND FOR A NON-MOTORIZED BOAT LAUNCHING FACILITY AND ACCESS AT THE PROJECT LOCATION? Yes No, *(if yes, explain)*

A recreation plan for the area identified this stretch of river as being the most desirable for paddling. Established by a survey in the preferred Owens River Recreation Use Plan, river recreation is the number one most sought after experience. However, until the ORWT is built there will few opportunities to recreate on the river.

31. (a) DOES THE PROJECT BENEFIT UNDERSERVED POPULATIONS? Yes No, *(if yes, how)*

Under State of California, Department of Water Resources criteria, the project area is designated as Disadvantaged Community Tract with Severely Disadvantaged Community Groups. The Town of Lone Pine falls within the designation of a Disadvantaged Community Place.

(b) WILL THE PROJECT PROVIDE ECONOMIC BENEFIT TO THE LOCAL AREA? Yes No, *(if yes, how)*

In Inyo County, 20.7% of total taxable sales are visitor related (2013 Visit California report). Recreation and tourism associated jobs provide a significant percentage of employment in the county. The Town of Lone Pine's primary income is from tourists and recreationists who come to the area for it's natural beauty and diverse outdoor recreation opportunities. The ORWT broadens the Town's recreational offering with another unique experience. A completely new recreational opportunity, and all of the goods and service purchased in support of the ORWT is certain to boost the local economy.

(c) WILL THE PROJECT ATTRACT USERS FROM OUTSIDE THE IMMEDIATE AREA? Yes No, *(if yes, from where)*

The ORWT already has great support behind it in Southern California. Organizations including the Friends of the Los Angeles River, LA River Expeditions, American Canoe Association, and Boy Scouts in Southern California, all strong ORWT booster, and have all been involved in hands-on activities in the area to help establish this river trail. The National Park Service, Rivers, Trails, and Conservation Assistance Program has reached out to the County to offer their help in promoting the project and attracting out-of-area support. We can expect to see the river trail popularized by these groups. The trail is unique and with DBW assistance will be one of the most accessible rivers in the state. We expect that many publications (Sunset, Outdoor Magazine, trade magazines), and statewide news and feature media will expose and promote the ORWT.

(d) HOW WOULD THE PROPOSED PROJECT PROMOTE NON-MOTORIZED BOATING?

The state will have another crown jewel non-motorized boating experience and one of the first designated river water trails in the western U.S.. The ORWT, in it's unique desert setting, with its outstanding scenery and easy water access, would serve as an attractive poster child for the State's regional water trails program.

OTHER INFORMATION

32. (a) DOES APPLICANT OWN THE PROJECT SITE?

The roadside parking area is along a County right-of-way. LADWP owns land that will be used for staging and water access.

(b) DOES APPLICANT HOLD A LONG-TERM LEASE AGREEMENT ON THE PROJECT SITE? IF SO, WHEN DOES IT EXPIRE?

Through a LORP Post Implementation Agreement between the City of Los Angeles and Inyo County, the County has rights to access to the project site. That agreement expires July 11, 2022. The County is currently negotiating with LADWP for a long-term lease agreement that allows the County site control for 20 year post construction of the ORWT

(c) DOES APPLICANT OPERATE THE SITE THROUGH A CONCESSIONAIRE? IF SO, WHEN DOES THE CONCESSIONAIRE AGREEMENT EXPIRE?

A concessionaire relationship has not been established.

(d) APPLICANT MUST OWN OR CONTROL THE PROJECT AREA AND RIGHTS OF WAY TO AND FROM THE PROJECT AREA. APPLICANT SHALL MAINTAIN THE PROJECT AREA AND ALL IMPROVEMENTS FUNDED BY THE GRANT IN ACCORDANCE WITH DBW MAINTENANCE GUIDELINES FOR THE LIFE OF THE GRANT (20 YRS).

(Provide copies of any related lease agreements, etc. concerning the control and operation of the project site.)

The County and LADWP are currently negotiating a site control agreement for a term of 20 years post ORWT construction.

33. PROVIDE A RESOLUTION FROM THE GOVERNING BODY AUTHORIZING APPLICANT TO APPLY FOR FUNDING. (sample enclosed)

The Inyo County Board of Supervisors have approved submission of this grant application at their January 17, 2017 meeting. Notes from that meeting are attached. A formal resolution will be obtained when the Board reconvenes in February 2017.

34. ATTACH COPIES OF ANY INITIAL DRAWINGS OR DESIGNS.


Attached.

35. IF THE APPLICANT HAS RETAINED AN OUTSIDE ENGINEER, DESIGN OR OTHER CONSULTANT FOR THE PROJECT, PLEASE PROVIDE THE CONTACT INFORMATION.

Name:	Name:
Title:	Title:
Company:	Company:
Address:	Address:
Telephone:	Telephone:
E-mail:	E-mail:

APPLICANT ACKNOWLEDGEMENT AND SIGNATURE

Under penalty of perjury, I hereby certify that I am an authorized representative of the Applicant, and that I have been authorized by the Applicant by resolution to execute this Application for DBW funding.

AUTHORIZED SIGNATURE: 	PRINT NAME AND TITLE: ROBERT HARRINGTON, ^{Water} Purchaser	DATE: 1/27/17
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APPLICATION FOR NON-MOTORIZED BOATING FACILITY FUNDING

ADDITIONAL INFORMATION

Additional information that could not fit into the form fields in the application is provided below. These responses are referenced to correspond to the number in the application.

1. no additional information
2. no additional information
3. no additional information
4. no additional information
5. no additional information
6. no additional information
7. no additional information

8. PROJECT LOCATION AND BODY OF WATER PROJECT IS LOCATED ON:

Maps are attached in this application under the Maps tab.

9. no additional information
10. no additional information

11. IS THERE PUBLIC SUPPORT OR OPPOSITION FOR THE PROPOSED PROJECT?

The Owens River Water Trail (ORWT) has been widely vetted. The proposal had been presented through the news media, public meetings, and through presentation to organizations. The project has broad, enthusiastic, and active support from a diverse group of individuals and organizations. As an example, within days of a request for help in preparing the river for a site visit from the California Natural Resources Agency (CRA), about 28 people signed up to help. Eventually 40 people came forward to volunteer to work on the river. Volunteer organizations that participated included the Sierra Club, Owens Valley Committee, Los Angeles River Expeditions, American Canoe Association, Wounded Warriors Eastern Sierra Project, Friends of the Los Angeles River, Advocates for Access to Public Lands and the Boy Scouts. All of these groups had members that worked from the water or from shore to clear the river of tules and submerged woody debris. To get a full sense of the level of support for this project please see the Letters of Support for the ORWT section in the CRA grant proposal, which included in this grant application package (under yellow tab). The project has no identified opposition.

12. DESCRIBE THE PROBLEM THE PROPOSED PROJECT WILL SOLVE. FOR EXAMPLE, DOES THE PROJECT FIX OR ADDRESS A HEALTH, ACCESS, OR SAFETY ISSUE FOR USERS AT THE FACILITY?

Improvements at the top and bottom of the ORWT, as has been proposed and funded in the CRA grant, provides only the most basic launch facilities. Funds from that grant are

largely allocated to constructing the water trail itself. Less than \$30,000 was budgeted for river entrance and exit facilities—just enough to pour gravel paths and provide trash facilities. With DBW funding and design assistance, the state would have launch facilities on the Lower Owens River that are well matched to the extraordinary experience visitors will have out on the river. The Division will be funding an all-abilities launch and water exit (take-out) that would make the ORWT universally accessible by providing a safe and convenient water access. Importantly, our design provides access for beginning boaters and the disabled.

Launches are the front door to any waterbody. A well designed, convenient and safe facility is a pleasure to use and leaves the boater with a lasting positive impression of the waterway—inviting a return. DBW funds would be used to create this type of experience.

13. DESCRIBE THE SCOPE OF THE PROJECT TO BE FINANCED WITH DBW FUNDING:

DBW funds would be used to provide the following improvements at the launch and take-out locations: a safe, durable vehicle path to the river that allows a convenient turnaround for vehicles with trailers, while minimizing disturbance to the river-riparian environment; a staging area where boaters can off-load boats and supplies at the launch, and retrieve these items at the take-out; a path to the river from the staging area; construction of a stilling bay with a geotextile and gravel launch; a vault toilet, and wildlife-proof trash and recycling receptacles; a shade kiosk with mounted safety, interpretive, and funding acknowledgement signage; and a fee station. DBW support would also be used to refine a final design.

14. no additional information

15. DESCRIBE THE IMPORTANCE OR SIGNIFICANCE OF THE PROPOSED PROJECT:

There is a growing demand for paddle craft recreational opportunities in California. The 2016 Outdoor Participation, Topline Report, begins by stating that, "Paddle sports continue to be a growing sector in the outdoor industry." The full report is included in this application package.

The ORWT will not only be one of the first designated non-motorized river water trails in the state, it will be one of the West's most desirable canoe and kayak destinations. Boaters will seek out this undeveloped desert river with its green meadows, sand dunes, and towering mountains -- including Mt. Whitney, the tallest peak in the lower 48 states. The photogenic ORWT is guaranteed to be written about in outdoor publications, and will be added to the Eastern Sierra's list of key recreational attractions. The Eastern Sierra Interagency Visitor Center, three miles from the ORWT, receives more than 300,000 visits each year. Frequently, Visitor Center staff are asked, "Where can I launch my kayak/canoe," the ORWT will soon be the answer.

gravel path to the river and provide gravel water entry and exit surfaces. A basic kiosk would be available to hold signage, and trash cans would be made available. Sanitary facilities, or wildlife-proof trash and recycling receptacles were not envisioned at the time of the ORWT application, but will be a requirement of an eventual site lease with LADWP.

This application seeks funding for many of these same improvements, but on a completely different level. The quality of surface materials, the methods of construction would be much improved. DBW would provide funds to construct improvements that will last for decades and reduce long-term maintenance costs. For example, vehicle paths in the DBW proposal are constructed using harder more durable materials and geotextiles that can accommodate years of service without additional maintenance; staging areas, paths to the river, and launches would be built up in layers with hard surfaces or geotextiles, which would be easier to navigate by the disabled than all-gravel surfaces and require less maintenance; a larger kiosk offering sun and weather protection for signage and paddlers would be constructed. DBW funds would also be used to purchase a single stall waterless restroom, wildlife-proof trash/recycling receptacles, and a fee-station, all of which had not been budgeted for in the ORWT grant.

According to Resource's Grant Administrator Carol Carter, DBW funding for launch and take-out improvements could substitute for improvement funding under the Resources grant. The offset Resource's funds would be reallocated to CEQA and construction in the ORWT grant budget. They have explicitly asked that we not mix CRA with CBW grant funds.

27. no additional information

28. ENVIRONMENTAL IMPACT (NEPA/CEQA)

The County has produced a CEQA Initial Study and an Evaluation of Potential Impacts. It can be found in this application package in the green tabbed section of the CRA grant proposal. It is anticipated that CEQA for improvements funded under a Boating and Waterways grant, would be funded under the umbrella of the CRA grant.

29a. WHAT ARE THE PUBLIC BENEFITS OF THE PROJECT?

In California, more people than ever are gravitating toward water-based recreation. Of all outdoor recreational pursuits, paddle related sports are seeing some of the fastest growth in the state; yet California has few designated water trails. These trails are popular and in great demand in many other parts of the country. The ORWT, one of the first river water trails in California, will become a signature project for the State—a fully accessible waterway in a compelling environment, with gentle waters on which to introduce new paddlers to the sport.

The popular Eastern Sierra InterAgency Visitor Center located just 2.5 miles from the ORWT, accommodates upward of 300,000 visitors each year. According to Forest Service Visitor Center Director, Matthew Helt, at least half of those visitors come to the Center to inquire about recreational activities available to them in the area. He has told County officials that when the the ORWT becomes available, visitor center staff will be able to promote this unique new recreational offering. If one in twenty of those visitors seeking nearby recreation take a trip down to the river by themselves, or with a river concessionaire, then from just these referrals 7,500 annual trips could be generated.

A single concessionaire with a six-place kayak/canoe trailer can provide up to three daily departures on the weekend and two departures on weekdays during the high season, April through September, potentially serving 2,600 users. A similar number of private parties might be expected to launch over the same period. Bringing the number of launches to 5,400.

Other contributions that will likely lead to increased demand over time are hard to quantify, but will certainly boost visitation. Earned media will bring in water-seeking visitors. The experience of boating down a desert river through a park-like setting under the highest peaks in Sierra is unique. Photographic images of and from the river are worthy of front page coverage. Ongoing earned media will generate a number of articles in travel and recreation publications, both on-line and in print, that will attract many first-time users. Personal use of social media will also help boost visitors and keep the ORWT fresh. Compelling photos of friends and family on the river that are shared on social network sites can be expected to bring in new users over time.

The ORWT is attractive in that it is always available and predictable, which is attractive to a visitor planning a trip far in advance. The river flows at a minimum 40 cfs year-round even in the middle of a drought, and the flow will never rise to more than 110 cfs in this section of river. As well, the river is open to fishing and boating year-round. For the visitor there is no need to consult a flow report, or know when they can or cannot fish, the river is always open and always fun! These attributes will encourage repeat visitation and a growing ORWT fan base.

The ORWT has not yet been built, but it has already developed a dedicated out-of-area constituency. River groups in Los Angeles are already assisting to promote this exceptional stretch of river. These groups are working to establish a Lower Owens River-Los Angeles River Sister-River relationship through a LA City Council Resolution to emphasis cooperation between the City and County.

Highway 395 brings in a stream of boaters April through September looking for fishing opportunities. Kayaks atop cars are a common sight, as are power boats behind trucks. Much of this traffic is headed north to find water. As an example of just how popular fishing is in the Eastern Sierra, consider that up to 10,000 anglers, most from outside the

The ORWT is also significant in that there are few opportunities for autonomous recreation in a wilderness quality setting in California for the disabled. There are many other recreational outlets, but the ORWT is unique in that a disabled boater has complete command of their experience. They can navigate the slow waters of the Lower Owens River self-guided and experience unparalleled solitude if they choose. This type of experience is rare and is sought out by the disabled, especially wounded veterans with PTSD.

16. no additional information

17b. DO THE PROPOSED PROJECT IMPROVEMENTS HELP THE SITE MEET CURRENT REQUIRED ADA REQUIREMENTS.

The proposed infrastructure and facilities are to be designed to a specification that will allow the best possible experience for the disabled. A key objective of the ORWT project is to get those with disabilities out on the river. Trails to the river and access to facilities have prescribed ADA design specifications, while water entry standards do not exist. For the river-side facilities, universal design principles, guided by the experience of other launch designers will be applied.

18. no additional information

19a. INDICATE BELOW THE FEES A PERSON MUST PAY TO LAUNCH A BOAT:

Consultants hired by the County to produce a recreation use plan for the Lower Owens River Project had suggested instituting a fee to help support recreational amenities. Launch facility fees have not yet been set by County leadership. Fees will be low and will be paid through a self-serve fee collection station. The county collects fees at its five campgrounds. The revenues are used to support facilities.

19d. WHAT IS THE PROJECTED ANNUAL NUMBER OF BOAT LAUNCHES AT THE IMPROVED FACILITY?

Estimating future recreation demand is a complex task; especially for a completely new recreational attraction, which is what the ORWT will be. In obtaining this estimate we conferred with the Inyo National Forest Recreation Officer, Shane Hoskins; Sierra Nevada Conservancy's Eastern California Representative Danna Stroud; Inyo County's Park Manager, Steve Graves; Lone Pine Chamber of Commerce's, Kathleen New; and Eastern Sierra InterAgency Visitor Center Director, Matt Helt. We also used the 2016 Outdoor Recreation Participation Topline Report, developed by the Outdoor Foundation, and 2016 California Travel Impacts by County, sponsored by Visit California. For guidance we used the Bureau of Reclamation's publication, "Estimating Future Recreation Demand: A decision Guide for the Practitioner." From this background we made a few assumptions and some general calculations and arrived at what we believe is a reasonable use estimate.

area, venture up to Crowley Lake the first day of fishing season in April. Kayak fishing is growing in popularity on the lake. The ORWT offers kayak fishermen a new opportunity to fish in the Eastern Sierra. Those that sample the ORWT will find an exceptional year-round warm-water fishery.

In general, recreation demand is high in the Eastern Sierra. According to Shane Hoskins, Inyo National Forest, District Recreation Officer, about 4 million people come to the Eastern Sierra to recreate each year. The Forest Service issued 78,531 trail permits last year. More than a quarter-million people stayed in Inyo National Forest campgrounds last year.

20. no additional information

21a-e. LIST ALL PERMITS AND APPROVALS REQUIRED TO CONSTRUCT THE PROJECT:

The County has been in regular communication with the permitting agencies. They have been provided background information about the ORWT. They have been helpful in providing guidance on project planning and implementation that will make permitting simpler. Lahontan RWQCB and the Eastern Sierra office of the CDFW have both voiced enthusiasm for the project.

22. no additional information

23. ESTIMATED PROJECT TIMELINE:

The DBW project will be introduced into the Resources ORWT schedule. Work could begin as early as January 2018. See the Budget and Schedule tab.

24. no additional information

25. no additional information

26. STATUS OF OTHER PROJECT FUNDING SOURCES:

On September 30, 2015, Inyo County presented a proposal to develop an Owens River Water Trail to the CRA to be developed under their 2015 California River Parkways Program. The full CRA proposal is included in this package. The County was selected as a finalist. On June 21, 2016, Resources staff toured the project area and canoed a short stretch of the proposed trail that had been cleared by volunteers. The County received notice on July 19, 2016 that the ORWT was selected for funding in the amount of \$500,000.

Included in the ORWT project budget submitted to CRA is a modest \$30,320 allocated for the development of simple improvements at the top and bottom of the water trail. These funds would construct very basic gravel paths to the river; prepare gravel staging areas; lay down gravel parking spaces; construct river-log vehicle barriers; build a simple

The ORWT is educational. Through interpretive signage (a proposed interpretive sign is included in this application under the Drawings & Design tab) the public will learn about the Lower Owens River Project and the return of water to the river in 2006. They will learn about the Native Americans in the area and how these waters and associate plants and animals provided food, craft, and shelter. They will learn that they are paddling through a working landscape that's been worked by cowboys for over 100 years.

The river is used by local schools to teach field studies and conservation. Since 2002 middle school students in the Owens Valley have gone through the Eastern Sierra Watershed Project, which focuses on field studies along the Lower Owes River. This newly accessible section of river will be inviting to teachers and students!

Ecotourism is sure to bring in those seeking a nature experience. The ORWT is rich with plants and wildlife (see list of plant species in the attached CRA proposal). Some of the largest herds of Tule Elk in the state are found in the area of the ORWT. Dozens of bird species can be encountered as one comes up silently around a corner on the slow moving water. Just a few miles south of the end of the water trail is Owens Lake, which, with its teaming bird life is becoming a statewide attraction for birders.

Finally, the ORWT brings diverse groups together and builds community. A growing group of "river stewards" has formed around the planned ORWT. The water trail has brought together volunteers from throughout the Owens Valley. Groups that have not interacted in the past now share a common interest. The project has attracted many volunteers from Southern California--new friendships and community partnerships have formed around the waters of the Lower Owens River. Those who have experienced working in teams on the river to clear the channel all want to return to the work. This friendly river has many supporters. There will be no shortage of volunteer labor to maintain the project.

30. no additional information

31. no additional information

32. no additional information

33. no additional information

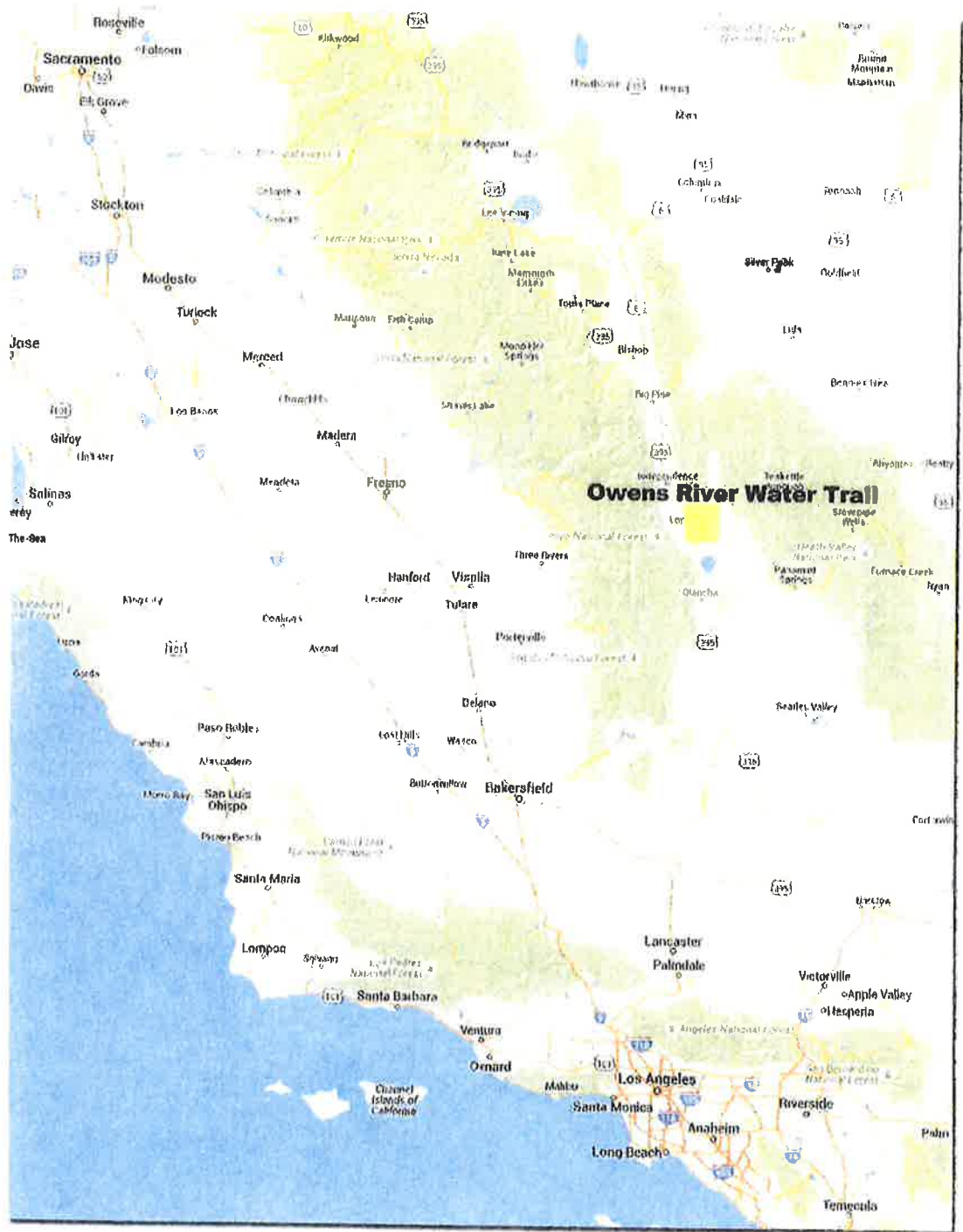
34. ATTACH COPIES OF ANY INITIAL DRAWINGS OR DESIGNS.

An architects rendering and top view schematics are included in this package under the Drawings & Design tab. Selections from a river launch design guide from the Iowa Department of Natural Resources are included in our application package in the CRA proposal. This guide and the staff of the river trails office at IDNR have been invaluable in helping us think about designing water access improvements.

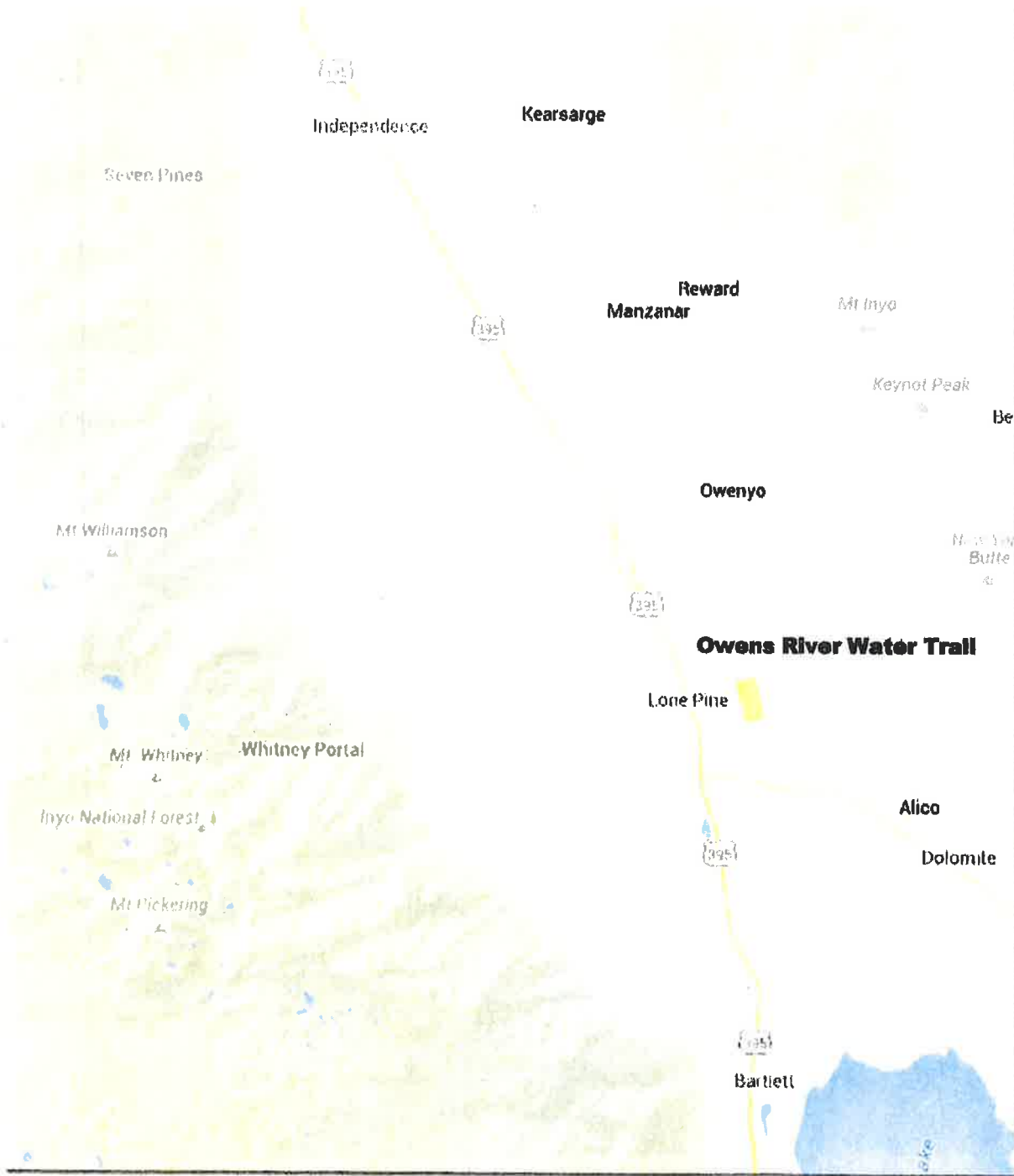
35. no additional information

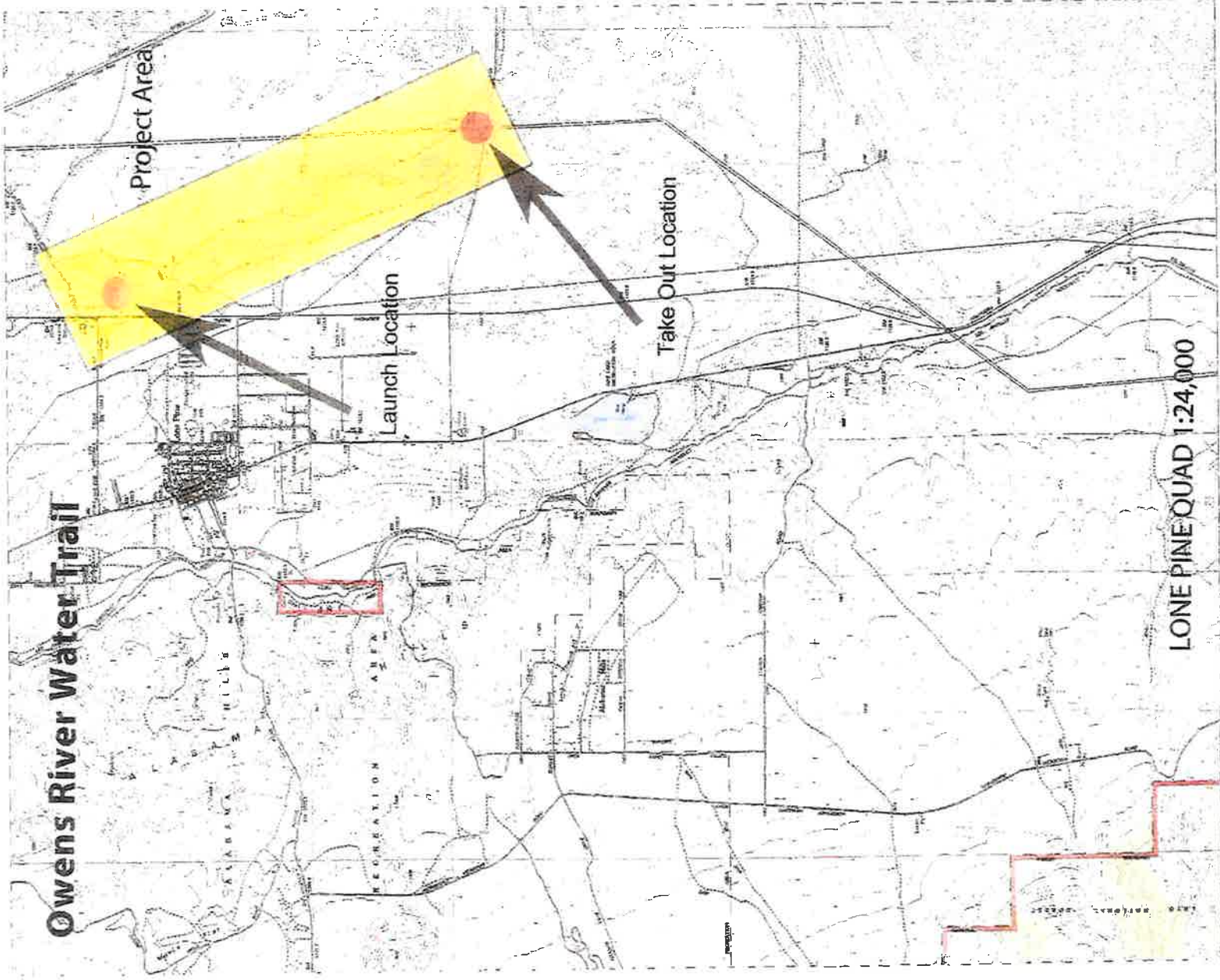
OWENS RIVER WATER TRAIL

STATE REFERENCE

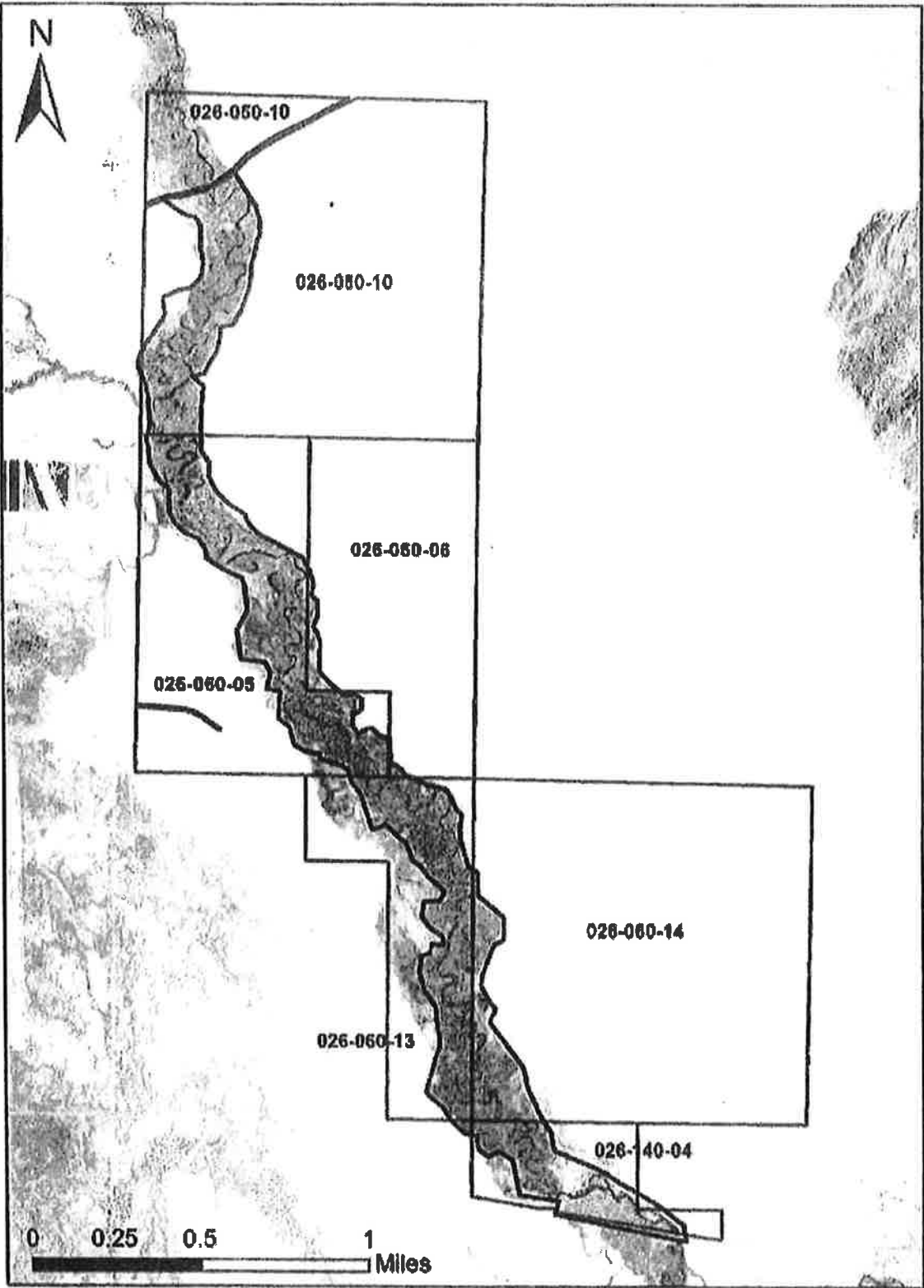


OWENS RIVER WATER TRAIL REGIONAL MAP





Project Boundary and Inyo County Assessor's parcels within project.



GTC 04/2017

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

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AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

28

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

FROM: Recycling and Waste Management

FOR THE BOARD MEETING: March 26, 2019

SUBJECT: Approve the purchase and financing through a Treasury Loan of a Landfill Compactor for use in the Recycling and Waste Management Program.

DEPARTMENTAL RECOMMENDATION:

Request that your Board:

- 1) Approve the purchase of a Caterpillar Model 816K Landfill Compactor in the amount of \$490,099 from Quinn Company in Bakersfield, California as a sole source purchase; and
- 2) Adopt the resolution approving the financing of the Compactor through a Treasury Loan; and
- 3) Authorize the Chairperson to sign the Loan Agreement and Promissory Note; and
- 4) Authorize the Assistant County Administrator to sign all other documents relevant to the purchase of the compactor.

SUMMARY DISCUSSION:

Inyo County Recycling and Waste Management (RWM) is in need of a new compactor for use at the Lone Pine landfill. At the present time a 1989 machine is in use. While it is still operational, it is a critical piece of equipment subject to grueling conditions and is very near to the end of its expected lifecycle. If your Board approves this purchase, the machine at Lone Pine will be transferred to Independence, improving operations since a regular bulldozer is now used for compacting.

The department is also requesting your Board approve the purchase from the Quinn Company in Bakersfield as a sole source purchase. This is an extremely specialized piece of equipment and Caterpillar has a corner on the market. While there are some foreign competitors the availability of parts and service for those machines is questionable. Additionally, the other heavy equipment used for landfill operations are Caterpillars. Staff has the training and equipment necessary to maintain Caterpillar branded machinery. Purchasing the equipment from the Quinn Company in Bakersfield comes as a result of Caterpillar allocating exclusive territories for their dealerships. Quinn services Inyo County.


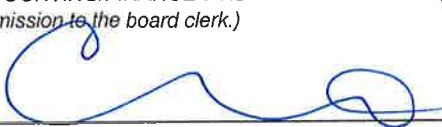
Staff has reviewed various financing options. Rather than purchasing the equipment outright or utilizing financing through Caterpillar it has been determined that the best option is to finance the compactor via a loan from the County Treasury Pool. The department has made application for the loan to the County Treasurer/Tax Collector. The request has been reviewed and approved by the Financial Advisory Committee and the Treasury Oversight Committee. In order to finalize the loan it is necessary for your Board to adopt the attached resolution approving the loan and associated documents. The loan will be funded upon delivery of the equipment.

ALTERNATIVES: Your Board could choose not to purchase a compactor at this time; however, this is not recommended. Given the age of the equipment currently in use a major breakdown could substantially hinder operations at the Lone Pine landfill.

Other financing options are available, however, it has been determined that utilizing the Treasury Loan is the most cost-effective means of purchasing.

OTHER AGENCY INVOLVEMENT: Auditor/Controller, Treasurer/Tax Collector

FINANCING: The Department has adequate funding in several line items and the budget will be adjusted at 3rd Quarter to reflect the proceeds of the loan and the equipment costs in Recycling and Waste Management, 045700, object code 5561.

<u>APPROVALS</u>	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>3/13/19</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>3/14/2019</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: <u>N/A</u> Date <u> </u>

DEPARTMENT HEAD SIGNATURE:  Date: 3/15/19
(Not to be signed until all approvals are received)
(The Original plus 14 copies of this document are required)

RESOLUTION NUMBER _____
A RESOLUTION OF THE INYO COUNTY BOARD OF SUPERVISORS
AUTHORIZING AND APPROVING AN INYO COUNTY TREASURY LOAN TO
THE INYO COUNTY RECYCLING/WASTE MANAGEMENT DEPARTMENT

WHEREAS, Government Code section 53601(e) and the Inyo County Investment Policy authorize the Treasurer-Tax Collector to purchase bonds, notes, warrants or other evidences of debt of any agency formed within Inyo County; and

WHEREAS, it has been determined by the Treasurer-Tax Collector that there are funds available in this investment category to provide short term, low interest loans for local agencies;

WHEREAS, the Inyo County Recycling/Waste Management Department intends to acquire a landfill compactor for use in County landfills; and

WHEREAS, the projected final cost of the landfill compactor is Four Hundred Thousand Ninety-Nine Dollars (\$490,099); and

WHEREAS, the Inyo County Finance Advisory Committee reviewed the financing options for said landfill compactor and recommended a request be made for a County Treasury Pool loan; and

WHEREAS, the Inyo County Recycling/Waste Management Department submitted an application to the Treasurer-Tax Collector's Office for a five (5) year Four Hundred Ninety Thousand Ninety Nine Dollars (\$490,099) Loan (Application) from the Inyo County Treasury Pool's Local Debt Purchase Program to be used with the funds held in the Trusts for the purchase of a landfill compactor (Project); and

WHEREAS, the Inyo County Treasury Oversight Committee reviewed the Application, determined the Inyo County Recycling/Waste Management Department is a qualified local agency eligible for a Loan and submitted the Application to the Treasurer-Tax Collector for review with its recommendation for approval; and

WHEREAS, the Treasurer-Tax Collector has determined there are funds available to make a Loan to the Inyo County Recycling/Waste Management Department pursuant to its Application; and

WHEREAS, the Treasurer-Tax Collector approved the Application subject to approval of the Board of Supervisors.

NOW THEREFORE BE IT RESOLVED

- A. The Inyo County Board of Supervisors approves and authorizes the Inyo County Recycling/Waste Management Department to accept a loan in the amount of \$490,099 with interest accruing at the now current rate paid by LAIF plus one percent, 3.40% for a term of five (5) years from the Inyo County Treasury Pool's Local Debt Purchase Program (Loan) to provide funding for the Project; and

- B. The amount of the Loan will be paid in full, plus interest, under the terms and conditions of the Loan Agreement and Promissory Note collectively attached hereto as Exhibits "A;" and
- C. The Inyo County Assistant Administrative Officer is authorized to sign for the Inyo County Recycling/Waste Management Department all documents needed to implement and carry out the purpose of this Resolution and to undertake all actions needed to undertake and complete the Project for which the Loan is intended.

PASSED AND ADOPTED THIS 19TH DAY OF MARCH 2019 by the following vote:

AYES
NOES
ABSTENTION

Richard Pucci, Chair
INYO COUNTY BOARD OF SUPERVISORS

ATTEST:
Clint Quilter
CLERK OF THE BOARD

by _____
Darcy Ellis

EXHIBIT A

INYO COUNTY TREASURY LOAN AGREEMENT

This Loan Agreement (the "Agreement") by and between the INYO COUNTY TREASURY (the "Treasury") and the Board of Supervisors on behalf of Inyo County (the "Borrower"), all California public entities, is entered into as of the date set forth below. The Inyo County Treasurer (the "Treasurer") is the authorized representative for the Treasury.

1. STATUTORY AUTHORITY AND LOAN

- a. Following review and recommendation by the Inyo County Treasury Oversight Committee as allowed in California Government Code Section 53601(e) and the County of Inyo Statement of Investment Policy, the Treasurer approves the Borrower's loan application dated February 12, 2019, which is not attached but is expressly incorporated by reference herein.
- b. Subject to the terms, covenants, and conditions contained herein, the Treasury shall make a loan to the Borrower (the "Loan") in the amount of FOUR HUNDRED NINETY THOUSAND NINETY NINE DOLLARS (\$499,099.00) evidenced by a Promissory Note (the "Promissory Note"), for loan number 2019-03 for the SOLID WASTE CAPITAL ASSET-COMPACTOR-PURCHASE ("Project"). A copy of the Promissory Note is attached hereto as Exhibit "A" and incorporated herein by this reference as though set forth fully.

2. PURPOSE

The Borrower agrees to expend all funds disbursed pursuant to this Agreement only for the purpose of completing the Project.

3. LOAN DISBURSEMENT

The Treasury agrees to disburse funds to the Borrower upon receipt of a Resolution authorizing and approving the Loan from the County of Inyo Board of Supervisors and the Borrower's execution of the Promissory Note.

4. LOAN REPAYMENT AND INTEREST

All funds disbursed hereunder, together with all interest payable thereon, shall be repaid to the Treasury in accordance with the terms of the Promissory Note. The loan shall bear simple interest at the annual rate set forth in the attached Promissory Note on the principal balance of Loan funds disbursed to the Borrower. Payment of said

interest shall be due at the time of the quarterly scheduled Loan repayment installments to the Treasury, Exhibit 1 to the Promissory Note, and interest shall accrue from the time of disbursal of funds to the Borrower until receipt of the full Loan repayment to the Treasury.

5. TERM

This Agreement shall commence on the date it has been executed by both parties, with the date being inserted by the final party to sign, and shall continue for five (5) years subject to the Treasury's right to terminate as discussed herein below in Paragraph 11.

6. PREPAYMENT

The Borrower shall have the right to prepay all or any part of this Loan at any time without penalty.

7. PROMISSORY NOTE

In order to evidence its debt to the Treasury hereunder, the Borrower agrees to, contemporaneously with the execution of this Agreement, execute and deliver to the Treasury the Promissory Note.

8. ACCOUNTS, AUDITS, AND RECORDS

- a. Borrower shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged against the Loan for a minimum period of three (3) years, or for any longer period required by law, from the date the loan obligation is satisfied.
- b. Borrower shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours, upon written request by the Treasurer or other designated representative of the Treasury. Copies of such documents shall be provided to the Treasurer for inspection at the Treasurer's office unless it is impractical to do so; in which case the records shall be made available at Borrower's address indicated for receipt of notices in this Agreement.

- d. If requested by the Treasury the Borrower shall submit to an independent audit, at its expense.

9. SOURCE OF REPAYMENT

- a. Annual payments due to the Treasury under this Agreement shall be made from such legally available funds as the Borrower chooses.
- b. The Borrower agrees to take all action necessary to include all payments due hereunder in its annual budget and to make the necessary annual appropriations for all such payments.

10. DEFAULT

- a. In the event of any default or breach of this Agreement by the Borrower, the Treasury, without limiting any of its other legal rights or remedies, may, to the extent permitted by law, declare the Promissory Note evidencing this Loan to be immediately due and payable.
- b. Each of the following occurrences shall constitute an event of default:
 - 1. The Borrower's failure to comply with any of the terms of this Agreement;
 - 2. Failure of the Borrower to repay any principal or interest when due under the terms of this Promissory Note;
 - 3. Failure of the Borrower to undertake in a timely manner the express and implied activities for which this Loan Agreement has been executed;
 - 4. The occurrence of any of the following:
 - (i) The Borrower becoming insolvent or bankrupt or being unable or admitting in writing its inability to pay its debts as they mature or making a general assignment for benefit of or entering into any composition or arrangement with creditors;
 - (ii) Proceedings for the appointment of a receiver, trustee, or liquidator of the assets of the Borrower or a substantial part thereof, being authorized by or against the Borrower; or
 - (iii) Proceedings under any bankruptcy, reorganization, readjustment of debt, insolvency, dissolution, liquidation or other similar law, or any jurisdiction being authorized against the Borrower.

- (iv) Reorganization of the Borrower in a manner that reduces the tax base from which payments are due as determined in the discretion of the Treasurer.

11. TERMINATION

In the event of default or any breach by the Borrower of the conditions set forth in this Agreement, the Treasury may, without prejudice to any of its legal remedies, terminate this Agreement for cause upon five (5) days written notice to the Borrower.

12. GENERAL TERMS

- a. Independent Capacity. The Borrower, and the agents and employees of the Borrower, in the performance of this Agreement, shall act in an independent capacity and not as agents of the Treasury.
- b. Assignment. This Agreement is not assignable or transferable by the Borrower either in whole or in part.
- c. Time is of the Essence. Time is of the essence in this Agreement. Borrower is required to take timely actions which, taken collectively, move to the completion of the purpose for which this Loan was awarded. If the Treasurer determines that the Borrower is not progressing toward completion within one (1) year after the effective date of this Agreement, The Treasurer may, without penalty or prejudice to any of the Treasury's other remedies, terminate this Agreement.
- d. Entire Agreement: This Agreement constitutes the complete and exclusive statement of Agreement between the Treasury and Borrower. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
- e. Amendment. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- f. Severability. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.
- g. Governing Law and Venue. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Venue shall be in Inyo County.

- h. Borrower Authorization. The Borrower certifies that it has full power and authority to enter into this Agreement, and this Agreement has been duly authorized, executed and delivered by the Borrower. The Borrower acknowledges that the Resolution of its governing body or other official action authorizing it to enter into this Agreement also authorizes such further acts as are necessary, including execution of the Promissory Note, to implement and further the intent of this Agreement.
- i. **Waiver:** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

13. NOTICE

- a. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail U.S. mail, overnight mail, or personal delivery, providing evidence of receipt.
- b. Any such notice, demand, etc., shall be addressed/delivered to the other party at the address, set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section or on receipt.

If to the TREASURY : Inyo County Treasurer-Tax Collector
Attn: Debt Purchase Program
P.O. Drawer O
Independence, CA 93526

If to BORROWER: County of Inyo
Attn: Chief Administrative Officer
PO Drawer N
Independence, CA 93526

- c. Delivery by fax or e-mail is not considered notice for the purposes of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on
_____, 20__.

TREASURY

BORROWER

Alisha McMurtrie
TREASURER

Richard Pucci
CHAIRMAN

APPROVED AS TO FORM:

ATTEST:
Board Clerk



Counsel

By _____

PROMISSORY NOTE

LOAN NUMBER: 2019-03

PRINCIPAL AMOUNT: \$490,099.00

INTEREST RATE: 3.40%

1. For value received, the undersigned, (herein after referred to as the "Borrower"), promises to pay to the order of the Inyo County Treasury (herein after referred to as the "Treasury"), at its principal place of business at 168 N. Edwards Street, Independence CA 93526-0614, or at such other places as the Treasury may designate the principal sum of FOUR HUNDRED NINETY THOUSAND NINETY NINE Dollars and 00/100 (\$490,099.00) or such lesser amount as shall equal the aggregate amount disbursed to the Borrower by the Treasury pursuant to the Inyo County Treasury Loan Agreement (the "Loan Agreement") between the Borrower and the Treasury, together with interest thereon at the rate of 3.40 percent per annum on the unpaid principal. Principal, together with interest thereon, is due and payable in quarterly installments as specified in the Estimated Amortizations Schedule, attached hereto as Exhibit "1," beginning on 20 and continuing thereafter on each Month/Day until said principal and interest shall be paid in full.
2. Payments received will be first applied to billed interest, if any, and the balance, if any, to principal. If all principal is repaid, the balance is applied to accrued interest.
3. Payments of any scheduled installment received within thirty (30) days of the due date shall be considered to have been received on the due date. Interest on the principal portion of the payment shall accrue through the due date.
4. Payment of any scheduled installment received more than thirty (30) days after the due date shall be considered late. Interest on the principal portion of the payment shall accrue through the actual date payment is received.
5. If any installment is not paid within thirty (30) days after its due date, The Treasury, at its option, may require the Borrower to pay a late charge equal to one percent (1%) of the amount of the installment.
6. The Borrower may prepay this Promissory Note in full or in part, without penalty.
7. The Borrower agrees to take such action as may be necessary to include all payments due herein in its annual budget and to make the necessary annual appropriations for all such payments.

8. On the occurrence of any event of default, the Treasury, at its sole election and without limiting any of its other legal rights or remedies, may, to the extent permitted by law, declare all or any portion of the principal and accrued interest on this Promissory Note to be immediately due and payable and may proceed at once without further notice to enforce this Promissory Note according to law.
9. Each of the following occurrences shall constitute an event of default:
 - A. Failure of the Borrower to comply with any of the terms of the Agreement.
 - B. Failure of the Borrower to repay any principal or interest when due under the terms of this Promissory Note;
 - C. Termination of the Loan Agreement pursuant to the terms thereof or breach by the Borrower of any terms of said Loan Agreement;
 - D. Failure of the Borrower to undertake in a timely manner the express and implied activities for which said Loan Agreement has been executed;
 - E. The occurrence of any of the following:
 1. (1)the Borrower becoming insolvent or bankrupt or being unable or admitting in writing its inability to pay its debts as they mature or making a general assignment for benefit of or entering into any composition or arrangement with creditors;
 2. Proceedings for the appointment of a receiver, trustee, or liquidator of the assets of the Borrower or a substantial part thereof, being authorized by or against the Borrower; or
 3. Proceedings under any bankruptcy, reorganization, readjustment of debt, insolvency, dissolution, liquidation or other similar law, or any jurisdiction being authorized against the Borrower.
 4. Reorganization of the Borrower in a manner that the Treasurer in the exercise of discretion concludes reduces the tax base from which payment is to be made.
10. No delay or failure of the Treasury in the exercise of any right or remedy hereunder or under any other agreement which secures or is related hereto shall affect any such right or remedy, and no single or partial exercise of any such right or remedy shall preclude any further exercise thereof, and no action taken or omitted by the Treasury shall be deemed a waiver of any such right or remedy.
11. Any notice to the Borrower provided for in this Promissory Note shall be given by mailing such notice by certified mail, return receipt requested, addressed to the Borrower at the address stated in the Loan Agreement, or to such other address as the Borrower may designate by notice to the Treasury. Any notice to the Treasury shall be given by mailing certified mail, return receipt requested, to the Treasury at the address

stated in the Loan Agreement, or at such other address as may have been designated by notice to the Borrower.

12. If suit is brought to collect any part of this Promissory Note, the Treasury shall be entitled to collect all reasonable costs and expenses of said suit and any appeal there from, including reasonable attorney's fees.
13. This Promissory Note shall be binding upon the Borrower and its permitted successors and assigns and upon the Treasury and its permitted successor and assigns. This Promissory Note is not assignable nor transferrable by the Borrower.
14. This Promissory Note shall be construed and enforced in accordance with the laws of the State of California, with venue in the County of Inyo.

COUNTY OF INYO

Richard Pucci
Chairman

DATE



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

29

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

FROM: County Administrator-Office of Emergency Services

FOR THE BOARD MEETING OF: March 26, 2019

SUBJECT: Fiscal Year 2018-2019 Budget Amendment

DEPARTMENTAL RECOMMENDATION: Request Board amend the Fiscal Year 2018-2019 Inyo County Budget as follows: Create a new budget titled DWR-Statewide Flood ER Grant (Budget 610389); increase estimated revenue in State Grants (Revenue Code No. 4498) by \$40,000; increase appropriations in Office & Other Equipment < \$5000 (Object Code No. 5232) by \$12,900; Equipment (Object Code No. 5650) by \$25,200; and Internal Charges (Object Code No. 5121) by \$1,900. (4/5's vote required).

SUMMARY DISCUSSION: On January 16, 2018 your Board adopted Resolution No. 2018-05 authorizing the submittal of an application to the State of California Department of Water Resources (DWR) for the Statewide Flood Emergency Response Grant Program. On June 29, 2018, DWR sent notification to Inyo County that its Flood Fight Material Emergency Response Project had been selected for grant funding in the amount of \$40,000.

After a lengthy delay, in January 2019 DWR finally delivered to Inyo County, Grant Funding Agreement #4600012921. The agreement was fully executed by all identified County and State Authorized Agents in late February, 2019.



The identified project written within the grant includes the purchase of deployable enclosed cargo trailers that will be pre-staged throughout Inyo County. Each trailer will be equipped with a portable generator, a portable outdoor/weatherproof lighting system, sandbags and sandbag filling tools.

ALTERNATIVES: Your Board could choose not to receive and appropriate these funds, but this alternative is not recommended.

OTHER AGENCY INVOLVEMENT: Sheriff's Office, Public Works/Road Department, City of Bishop, and local Volunteer Fire Departments.

FINANCING: All expenses appropriated according to the grant scope of work guidelines are all 100% reimbursable through the State.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.) Approved: _____ Date _____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)  Approved: <u>yes</u> Date <u>3/20/2019</u>
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  Approved: <u>✓</u> Date <u>3/21/19</u>

DEPARTMENT HEAD SIGNATURE: (Not to be signed until all approvals are received)  Date: 3/21/19

BUDGET OFFICER SIGNATURE: (Must be reviewed and approved by the Budget Officer:  Date: 3/21/19



AGENDA REQUEST FORM

BOARD OF SUPERVISORS

COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

30

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

FROM: Clint G. Quilter, Clerk of the Board, County Administrator

BY: Darcy Ellis, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: March 26, 2019

SUBJECT: Sierra CAMP Membership Agreement/Designation of Inyo County Representatives

DEPARTMENTAL RECOMMENDATION: Request Board: A) designate a primary and alternate representative to serve as a liaison between the County and Sierra CAMP (the Sierra Climate Adaptation and Mitigation Partnership); and B) authorize those designated representatives to sign a Sierra CAMP Membership Agreement on behalf of the County.

SUMMARY DISCUSSION: On February 13, 2018, your Board received a presentation from Sierra Business Council President Steven Frisch on SB 5, which authorizes \$4 billion in general obligation bonds for state and local parks, environmental protection and restoration projects, water infrastructure projects, and flood protection projects throughout California, including the Sierra Nevada. Frisch also introduced the Board to the Sierra Climate Adaptation and Mitigation Partnership (CAMP), a public-private cross-sector partnership working under the umbrella of the Sierra Business Council to galvanize widespread support for investment in Sierra resources. As a follow-up to that presentation, your Board approved two resolutions on April 10, 2018: one in support of SB 5 on the June 5, 2018 ballot as Proposition 68 (which was approved by voters), and another in support of Sierra CAMP (attached).

In order for the County to realize the full policy and funding benefits of Sierra CAMP, the County is now being asked to sign a Membership Agreement and designate a primary and alternate representative to receive Sierra CAMP's communications – mostly pertaining to funding resources, event updates, and other technical and policy related resources and opportunities related to climate, energy and natural resources. The Sierra CAMP project manager will also occasionally reach out directly by phone or email to check in on the County's priorities and interests.


Most of Sierra CAMP's member agencies, including Mono County and Mammoth Lakes, have chosen to designate one staff member and one elected official to be their contacts. Sierra CAMP has asked that whichever representatives your Board designates sign the attached membership agreement. The County's obligations under the agreement would be two-fold:

"By signing this Membership Agreement, _____ (organization/individual) commits to supporting the program through active participation and granting Sierra Business Council permission to identify your organization as a member of Sierra CAMP (e.g., placing your logo on the Sierra CAMP membership page)."

ALTERNATIVES: Your Board could designate two Board members, one Board member and a staff member, or decide not to join Sierra CAMP.

OTHER AGENCY INVOLVEMENT: N/A

FINANCING: There is no membership fee associated with joining Sierra CAMP.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i>  Approved: <u>yes</u> Date <u>3/21/19</u>
AUDITOR/CONTROLLER: N/A	ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i> Approved: _____ Date _____
PERSONNEL DIRECTOR: N/A	PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i> Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)  Date: 03/21/19

Resolution No. 2018-20

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO,
STATE OF CALIFORNIA IN SUPPORT OF THE SIERRA CLIMATE ADAPTATION
AND MITIGATION PARTNERSHIP (CAMP)**

WHEREAS, the Sierra Climate Adaptation and Mitigation Partnership (CAMP) seeks to empower, mobilize and collaborate with a diverse set of agencies across the Sierra Nevada to address state representation for the rural Sierra Nevada relative to climate change mitigation and adaptation; and

WHEREAS, Sierra CAMP aims to educate, provide resources for, and facilitate engagement with Sierra leaders and communities about the increasing risk of disasters including wildfire, atmospheric floods and drought - consequences of a web of factors occurring under the umbrella of climate change; and

WHEREAS, Sierra CAMP operates under the firm belief that Sierra Nevada must adapt to a changing climate through collaboration in order to overcome devastating tree mortality rates, reduced snowpack, increased drought, and crippling economic instability within the region due to these environmental factors; and

WHEREAS, Sierra CAMP stays informed through science-based research conducted by a vast array of academic institutions, public organizations, and state and national agencies as a way to provide information to members for decision-making; and

WHEREAS, the County of Inyo may also undertake policies, programs and activities that lend themselves to collaboration and working in tandem with Sierra CAMP; and

WHEREAS, these policies, programs and activities are intended to appropriately manage natural resources, save energy and money, and promote sustainable land use and economic diversification, and transportation planning in the community; and

WHEREAS, cities and counties statewide are leading by example by adopting innovative sustainability programs and policies, including working with community residents, business groups and others; and

WHEREAS, Sierra CAMP provides a mechanism for Sierra leaders to engage and collaborate with urban populations, state agencies, and other statewide collaboratives through the Alliance of Regional Collaboratives for Climate Adaptation.

NOW, THEREFORE BE IT RESOLVED, that the County of Inyo supports Sierra CAMP, and will consider a Membership Agreement, and looks forward to working with Sierra CAMP towards climate change mitigation, resilience and adaptation through this partnership.

PASSED AND ADOPTED on this 10th day of April, 2018 by the Inyo County Board of Supervisors by the following vote:

AYES: -4- Supervisor Griffiths, Kingsley, Tillemans, Totheroh

NOES: -0-

ABSENT: -1- Supervisor Pucci

ABSTAIN: -0-



Dan Totheroh, Chairperson, Inyo County Board of Supervisors

Attest: Kevin D. Carunchio
Clerk of the Board

By: 
Assistant Clerk of the Board



MEMBERSHIP AGREEMENT

PURPOSE

The Sierra Climate Adaptation and Mitigation Partnership (Sierra CAMP) is a network designed to promote greater climate resilience through coordination at the regional and local level across the twenty-two-county Sierra Nevada Mountain Range and through partnerships with downstream areas.

The purpose of this partnership is to catalyze leaders from government, public health, business, academia, and community groups to come together – within and across market and jurisdictional boundaries – to share information and best practices; leverage and complement existing climate resources; avoid duplication; identify critical needs and agreed-upon strategies and actions; and identify or develop funding sources to meet those needs. Furthermore, this partnership aims to build relationships with downstream users of Sierra Nevada ecosystem services to develop broader support for protection and enhancement of resources that are critical to the rest of the state. A coordinated partnership that can reach out to decision-makers and advocate for projects in the state's principal watershed is especially important now as the state makes historic decisions about how best to address climate change impacts and where to invest state funding.

MEMBERSHIP BENEFITS

1. Become a part of local and regional organizations interested in tackling climate adaptation and mitigation efforts by:
 - Sharing information and best practices that address climate change, adaptation, and mitigation within the Sierra region, as well as across the state and the nation.
 - Identify and vet policy solutions.
2. Engage with downstream users of Sierra ecosystem services and build urban-rural connections in support of actions to minimize climate impacts on critical statewide resources.
3. Help catalyze on-the-ground climate projects.
4. Use the Sierra CAMP brand on your website and materials.
5. Eligibility to serve on the Leadership Committee and participate in regional and statewide events on behalf of Sierra CAMP.

MEMBERSHIP

Any entity or person representing an interest in regional climate mitigation and adaptation action is eligible for membership in Sierra CAMP. Sierra CAMP membership consists of six categories of members, designated as "Public Agencies," "For-Profit Entities," "Non-Profit Organizations," "Academia," "Public Member," and "Ex Officio."

By signing this Membership Agreement, ___Inyo County___ commits to supporting the program through active participation and granting Sierra Business Council permission to identify your organization as a member of Sierra CAMP (e.g. placing your logo on the Sierra CAMP membership page).

Organization or Individual Name: _____

Representative: _____

Representative Signature

Date

Alternate Representative: _____

Alternate Representative Signature

Date



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
31

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

FROM: HEALTH & HUMAN SERVICES – Public Health and Prevention

FOR THE BOARD MEETING OF: March 26, 2019

SUBJECT: Board workshop regarding Tobacco Control policy options

DEPARTMENTAL RECOMMENDATION:

Request Board provide direction to Inyo County Health and Human Services Tobacco Control Program staff regarding the development of a regional policy aimed at reducing youth use of tobacco products. Tobacco Control Program staff will conduct a short workshop that offers background on the issue and discusses the pros and cons of various policy options.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Surgeon General has called the surge in youth e-cigarette use an epidemic. Nationwide, e-cigarette use nearly doubled among high schools students from 2017 to 2018, with more than 1 in 4 high school students and 1 in 14 middle school students currently using e-cigarettes (CDC Vital Signs 2019). In Inyo County, e-cigarette use has increased significantly among students. Thirty-three percent of Inyo 9th graders reported using e-cigarettes in the last 30 days on the California Healthy Kids Survey in 2018-19, compared with eleven percent in 2016-17. Eighty-one percent of 12-17 year olds who have ever used tobacco started with a flavored product (California Youth Advocacy Network 2016).

The California Tobacco Control Program requires that local jurisdictions work toward a retail policy objective as part of the local scope of work. Both Inyo and Mono County Tobacco Control programs have focused retail efforts on reducing access to youth. For the current three-year grant cycle, Mono chose to enact a ban on flavored tobacco products. The Inyo County Tobacco Control program, administered by the Health and Human Services Department (HHS), chose to focus on minimum packaging requirements (i.e. such as not allowing pack sizes less than 20 for cigarillos), which addresses flavored tobacco by reducing availability at lower price points that are more accessible to youth.

Mono County enacted a flavored tobacco ban in the unincorporated portion of the County in April 2018. However, after vocal push back from retailers, Mono has delayed implementation until October 2019 and has tasked Mono Tobacco Control with building a regional approach to the tobacco ban ordinance. The regional approach would address retailer concerns that a ban on unincorporated Mono will simply push consumers to the Town of Mammoth Lakes and to retailers in Inyo County. A regional approach will also be more effective in limiting the availability of flavored tobacco products to youth. Mono Tobacco Control has reached out to Inyo to develop a workable regional policy approach.

Policy Options for Inyo County

Inyo County HHS would like the Board's direction regarding potential proposal(s) for County ordinances that may reduce youth use of tobacco products. An ordinance could include or exclude the following options:

- o A ban on flavored vaping products;
- o Minimum packaging requirements (such as not allowing pack sizes less than 20 for cigarillos);
- o A ban on all flavored tobacco products (including menthol), similar to the ban in Mono County.

Once HHS has direction from the Board, we will develop and present a draft Inyo County ordinance that reflects the Board's direction by June, 2019. HHS will also continue to work closely with Mono County Tobacco Control to ensure a coordinated regional policy and will provide information and presentation(s) to City of Bishop and the Eastern Sierra Council of Governments to ensure full transparency and coordination.

Potential Impact

Inyo County has 20 retailers who would be impacted by a tobacco ordinance, including retailers in the Death Valley and Pearsonville areas. Kern County does not have a similar ordinance, so southern Inyo retailers may have concerns similar to Mono County retailers about pushing flavored tobacco purchases over the county line. Kern County tobacco control has focused on limiting the density of tobacco retail facilities in non-metropolitan areas and on a media campaign.

ALTERNATIVES:

Your board could choose not to conduct a workshop or provide staff with direction concerning a regional approach to limiting youth access to tobacco products.

OTHER AGENCY INVOLVEMENT:

Mono County Tobacco Control Program, tobacco retailers, Town of Mammoth Lakes, City of Bishop

FINANCING:

No funding is associated with this agenda item.

APPROVALS

COUNTY COUNSEL:

NA

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



Date: 3/6/19

Marilyn Mann, HHS Director
163 May Street
Bishop, California 93514

Telephone: (760) 872-3305
FAX: (760) 873-6505
mmann@inyocounty.us

County of Inyo
Health and Human
Services Department
Marilyn Mann, Director

Memorandum

To: Inyo County Board of Supervisors
From: Inyo County Health & Human Services, Tobacco Control Program
CC: Marilyn Mann
Date: February 20, 2019
Re: Policy Brief, Flavored Tobacco Products

Background

The Surgeon General has called the surge in youth e-cigarette use an epidemic. Nationwide, e-cigarette use nearly doubled among high schools students from 2017 to 2018, with more than 1 in 4 high school students and 1 in 14 middle school students currently using e-cigarettes (CDC Vital Signs 2019). In Inyo County, e-cigarette use has increased significantly among students. Thirty-three percent of Inyo 9th graders reported using e-cigarettes in the last 30 days on the California Healthy Kids Survey in 2018-19, compared with eleven percent in 2016-17. Eighty-one percent of 12-17 year olds who have ever used tobacco started with a flavored product (California Youth Advocacy Network 2016).

The California Tobacco Control Program requires that local jurisdictions work toward a retail policy objective as part of the local scope of work. Both Inyo and Mono County Tobacco Control programs have focused retail efforts on reducing access to youth. For the current three-year grant cycle, Mono chose to enact a ban on flavored tobacco products. The Inyo County Tobacco Control program, administered by the Health and Human Services Department (HHS), chose to focus on minimum packaging requirements (i.e. such as not allowing pack sizes less than 20 for cigarillos), which addresses flavored tobacco by reducing availability at lower price points that are more accessible to youth.

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- A ban on flavored vaping products;
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Once HHS has direction from the Board, we will develop and present a draft Inyo County ordinance that reflects the Board's direction by June, 2019. HHS will also continue to work closely with Mono County Tobacco Control to ensure a coordinated regional policy and will provide information and presentation(s) to City of Bishop and the Eastern Sierra Council of Governments to ensure full transparency and coordination.

Potential Impact

Inyo County has 20 retailers who would be impacted by a tobacco ordinance, including retailers in the Death Valley and Pearsonville areas. Kern County does not have a similar ordinance, so southern Inyo retailers may have concerns similar to Mono County retailers about pushing flavored tobacco purchases over the county line. Kern County tobacco control has focused on limiting the density of tobacco retail facilities in non-metropolitan areas and on a media campaign.



AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER

32

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

FROM: Kathe Barton, Director Environmental Health

FOR THE BOARD MEETING: March 26, 2019

SUBJECT: Local Primacy Agency Revocation Workshop

DEPARTMENTAL RECOMMENDATION:

Request Board to conduct a workshop to discuss and provide direction to staff regarding the State Water Board's intention to initiate a local primacy revocation action. This action by the Water Board would transfer regulation of the small water system program from Inyo County to the State Water Board. In addition, request Board to determine if they want staff to request a public hearing with the Water Board regarding this matter. Public hearing request response must be submitted to State Water Board by March 29, 2019.

SUMMARY DISCUSSION:

The Environmental Health Department has been understaffed for many years and this has directly influenced the ability to complete program workload requirements per our Local Primacy Delegation Agreement with the State. For the past year our department has conducted quarterly progress meetings with the State to review compliance and tasks completed. Our department recently hired 2 new staff and both are currently completing tasks in the water program on a part time basis. However, the State has indicated that we still are not completing the work in an acceptable timeframe and so have sent us formal correspondence with their intention to initiate the local primacy revocation action. In this workshop we will ask your Board to decide if you would like EH staff to request a public hearing with the Water Board so that we can request their revocation proceedings be reversed.

Workshop discussion will be presented to recommend an increase in our staff level to justify the public hearing request. Water Board staff have indicated to me that they would expect our department to maintain 2 FTE's dedicated to the water program. Discussion in this workshop will also include advantages and disadvantages of keeping the water program locally versus the State taking the program back.

ALTERNATIVES:

Your Board could decide not to request a public hearing with the Water Board and accept the revocation process to return regulation of the small water system program to the State.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Probable increased expenditures to maintain Local Primacy Delegation Agreement of approximately \$80,000 or decrease in revenue of approximately \$50,000 if Local Primacy Delegation Agreement is not maintained.

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received)

Kathe Barton

Date: 3/21/19

BOARD WORKSHOP

LOCAL PRIMACY AGENCY REVOCATION

MARCH 26, 2019

Over the past ten years, the Small Water Program workload has doubled. This is mostly due to State Water Board and Federal EPA oversight requirements for tracking and reporting compliance of the various duties required of the Environmental Health Local Primacy Agency (LPA) per our Local Primacy Delegation Agreement and annual LPA Work Plan. As this LPA workload was increasing, our Environmental Health (EH) department staffing was reduced in 2014 to only allow a 0.5 FTE in the LPA program so that operation of our Water Laboratory duties could continue. Time spent in the LPA program was further reduced in 2017 with the retirement of the EH Director and LPA staff stepping in to the Director position leaving only a 0.25 FTE available to conduct LPA duties. Two new EH Trainees were hired in July 2018 which increased our LPA program to approximately 1 FTE while the new hires split their time between various EH programs. The Director is currently providing 0.4 FTE in the LPA program to complete backlogged work and train new staff in the LPA program. However, the State Water Board has indicated that they expect approximately 2 FTE staff dedicated to our LPA program and they are not satisfied with the current timeframe of completing the backlogged workload.

The Water Board has now indicated to us their intention to initiate a local primacy revocation action. This action by the Water Board would transfer regulation of the public water system program from Inyo County to the State Water Board. Regulation of the state small water systems does not fall under the Local Primacy Delegation Agreement and so would remain with the county. In this workshop EH is requesting your Board to determine if they want staff to request a public hearing with the Water Board regarding this matter. A public hearing request response must be submitted to the State Water Board by March 29, 2019.

EH is still committed to the LPA program and would like to maintain oversight of this program locally. We believe the Water Board may change their position on the revocation if they were convinced Inyo County Board and EH staff will dedicate 2 FTE staff to the LPA program. EH believes that hiring 1 FTE EHS Technician along with the existing 1 FTE being provided by the 2 new hires will be able to conduct the LPA program to the satisfaction of the State Water Board. With the proposed AB 402 LPA Fund Stabilization legislation, EH hopes to gain a funding mechanism in the near future for this increase in staffing level.

The table below indicates advantages and disadvantages of the Small Water Program either remaining with EH local oversight or being transferred to the State Water Board.

Inyo EH keeps LPA water program

Advantages	Disadvantages
<p>EH can provide better educational resources and assistance to water systems. Local representation and availability are always more efficient and accepting to the regulated community compared to State or Federal oversight entities.</p>	<p>EH budget expense for salary/benefits will increase by approximately \$80,000 to hire one FTE EHS Technician.</p>
<p>Services for State certified water operators are limited in Inyo County. Many of the community and non-transient non-community systems don't have operators and rely on EH to help with training, monitoring, and annual reports that would normally be completed by the water operators.</p>	<p>EH staff and new hire would all be in training mode and will take some time to complete backlogged work while also conducting day-to-day routine duties per our Local Primacy Delegation Agreement and LPA Work Plan.</p>
<p>New EH staff are learning very quickly. They are dedicated and committed to this program and the time it will take to create a viable and compliant program.</p>	
<p>EH would continue to provide additional support and sample collection services for the Death Valley/Tecopa water systems.</p>	
<p>EH would be able to take advantage of the CAEHA-sponsored AB 402 (LPA Fund Stabilization) legislation that we expect to be adopted soon. This bill would create a funding mechanism for LPA programs and could be initiated as early as FY 20/21.</p>	

State takes back the LPA water program

Advantages	Disadvantages
EH budget expense for salary/benefits would not increase by \$80,000 for extra FTE.	State Water Board staff will most likely not help our water systems to the degree that EH has done in the past. State has in the past discouraged EH from helping the larger State regulated water systems. This would also occur if State regulates the small water systems.
EH staff would be able to dedicate much needed time on other program areas, like foods, pools, vector, and CUPA.	Parks & Rec campgrounds would have to pay the \$800 annual water operation permit fees to State. Currently Parks does not pay fees to EH because they are General Fund budget.
Some water system annual permit fees will decrease when transferred to State. Disadvantaged community systems will only be required to pay \$100 annual permit fees.	EH budget will be reduced by approximately \$50,000 for loss of annual operating permits.
	Our Water Lab currently receives annual revenues of approximately \$37,000 for water samples from the small public water systems. There is a possibility that some water systems will send their water samples to other labs outside of the county after this transition. Although, this is highly unlikely because of the difficulty in shipping or driving samples to the lab within 30 hours of sample collection.
	State would most likely request that EH stop collecting bacteria samples for Death Valley/Tecopa water systems.
	The transient non-community water system annual permit fees will increase to \$800 if transferred to State.