

Agenda



County of Inyo Board of Supervisors

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

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

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

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

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

November 26, 2019 - 9:00 AM

1. **PLEDGE OF ALLEGIANCE**
2. **PUBLIC COMMENT**
3. **COUNTY DEPARTMENT REPORTS** (*Reports limited to two minutes*)

DEPARTMENTAL - PERSONNEL ACTIONS

4. **Health & Human Services** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of Health, Social Services and Mental Health funding (no General Funds) for the position of Administrative Analyst I or II exists, as certified by the Health and Human Services Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an external recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of either an Administrative Analyst I at Range 68 (\$4,444-\$5,400) or II at Range 70 (\$4,660-\$5,668), depending upon qualifications.
5. **Health & Human Services - ESAAA** - Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) B-PAR Program Services Assistant I-III exists in a non-General Fund budget, as certified by the Health and Human Services Director and concurred with by the County Administrator and Auditor-Controller; B) where due to the part-time nature of this position it is unlikely that the position could be filled by internal candidates meeting the qualifications for the position, an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) B-PAR Program Services Assistant, either a I at Range 39 PT (\$11.93 - \$14.48/hr.), a II at Range 42PT (\$12.75 to \$15.52/hr.), or a III at Range 50PT (\$15.35 to \$18.63/hr.), depending upon qualifications.

CONSENT AGENDA (Approval recommended by the County Administrator)

6. **Clerk of the Board** - Request Board reappoint Ms. Diane Corsaro to a four-year term on the Pioneer Cemetery District Board of Trustees ending December 27, 2019. *(A Notice of Vacancy resulted in request for appointment from Ms. Corsaro.)*
7. **Public Works - Road Dept.** -
Request Board: A) award the contract for the Mazourka Shop Fencing Project to Rudnick Fence Co. of Bakersfield, CA as the successful bidder; B) approve the construction contract between the County of Inyo and Rudnick Fence Co. of Bakersfield, CA in the amount of \$55,380.00, 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.
8. **Public Works - Road Dept.** - Request Board: A) declare Bishop Ford of Bishop, CA the successful bidder for one (1) new 2020 Ford Super Duty F-350 truck per Bid No. OCT-2019-TRUCK; and B) authorize the purchase of one (1) 2020 Ford Super Duty F-350 truck from Bishop Ford of Bishop, CA in an amount not to exceed \$38,738.40.

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

9. **Planning Department** - Request Board: A) conduct workshop regarding issues related to night-time light pollution and potential regulation of exterior lighting; and B) provide any follow-up direction to staff as necessary.
10. **Planning Department** - Request Board approve the Memorandum of Understanding between the County of Inyo and the Bureau of Land Management (BLM) to be a cooperating agency for the purpose of preparing the environmental document for the Southern California Edison Ivanpah-Control Project, and authorize the Chairperson to sign.
11. **County Administrator - Emergency Services** - Request Board discuss and consider continuation of the local emergency that was proclaimed as the result of Taboose Fire.
12. **County Administrator - Emergency Services** - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.
13. **County Administrator - Emergency Services** - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Rocky Road Emergency" that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.

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

14. **PUBLIC COMMENT**

BOARD MEMBERS AND STAFF REPORTS

CORRESPONDENCE - INFORMATIONAL

15. **Inyo County Sheriff's Office** - Sheriff's Office and Jail overtime report for October 2019.
16. **California Highway Patrol** - Report submitted pursuant to Health and Safety Code Section 25180.7 (Proposition 65) regarding the illegal discharge (or threatened illegal discharge) of hazardous waste on State Route 127 south of State Route 178 West.
17. **Department of Alcoholic Beverage Control** - Application for On-Sale General Eating Place, Off-Sale General, and Portable Bar alcoholic beverage licenses for Stovepipe Wells General Store, State Highway 190, Death Valley, CA.



County of Inyo



Health & Human Services

DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: November 26, 2019

FROM:

SUBJECT: Request to hire and Administrative Analyst I or II in Health and Human Services (HHS).

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of Health, Social Services and Mental Health funding (no General Funds) for the position of Administrative Analyst I or II exists, as certified by the Health and Human Services Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates meet the qualifications for the position, the vacancy could possibly be filled through an internal recruitment, but an external recruitment would be more appropriate to ensure qualified applicants apply; and C) approve the hiring of either an Administrative Analyst I at Range 68 (\$4,444-\$5,400) or II at Range 70 (\$4,660-\$5,668), depending upon qualifications.

SUMMARY/JUSTIFICATION:

The Administrative Analyst II position became vacant in the Department's Program Integrity and Quality Assurance (PIQA) division when an employee accepted a promotion opportunity. The PIQA analysts provide a wide-range of quality assurance and quality improvement support throughout all departmental divisions. The PIQA analysts collect and analyze data in area such as access, timeliness of services, disparities, cultural competency, client satisfaction, federal/state program integrity, electronic billing, and electronic health records. Data is analyzed and monitored to look for trends, outcomes, and assessment of impact of program services.

This position helps identify opportunities to expand data collection systems to ensure continuous quality improvement in programs including, but not limited to, mental health services, substance use treatment services, child welfare case reviews, and tobacco control program evaluation. The position is responsible for supporting the analysis of short- and long-term outcomes for specialty populations such as inmates re-entering the community; helping inform the Community Corrections Partnership executive leadership in policy decisions.

This position reports to the PIQA Manager and the Department respectfully request authorization to fill the position at an Administrative Analyst I or II dependent upon qualifications.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to fill this vacancy, which will limit the Department's ability to provide the level of support and expertise needed across the Department to ensure program integrity and quality assurance.

OTHER AGENCY INVOLVEMENT:

California Department of Social Services, California Department of Health Care Services, California Department of Public Health, Probation, Community Corrections Partnership

FINANCING:

State, Federal, and Health, Behavioral and Social Services Realignment funds. This position is currently budgeted 10% in the Health Budget (045100), 45% in the Social Services Budget (055800) and 45% in the Mental Health Budget (045200) in the Salary and Benefits object category. No County General Funds.

ATTACHMENTS:

APPROVALS:

Marilyn Mann	Created/Initiated - 11/8/2019
Darcy Ellis	Approved - 11/8/2019
Melissa Best-Baker	Approved - 11/12/2019
Sue Dishion	Approved - 11/12/2019
Amy Shepherd	Approved - 11/13/2019
Marilyn Mann	Final Approval - 11/13/2019



County of Inyo



Health & Human Services - ESAAA DEPARTMENTAL - PERSONNEL ACTIONS - ACTION REQUIRED

MEETING: November 26, 2019

FROM: Tyler Davis

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

RECOMMENDED ACTION:

Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) B-PAR Program Services Assistant I-III exists in a non-General Fund budget, as certified by the Health and Human Services Director and concurred with by the County Administrator and Auditor-Controller; B) where due to the part-time nature of this position it is unlikely that the position could be filled by internal candidates meeting the qualifications for the position, an open recruitment would be appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) B-PAR Program Services Assistant, either a I at Range 39 PT (\$11.93 - \$14.48/hr.), a II at Range 42PT (\$12.75 to \$15.52/hr.), or a III at Range 50PT (\$15.35 to \$18.63/hr.), depending upon qualifications.

SUMMARY/JUSTIFICATION:

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

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

BACKGROUND/HISTORY OF BOARD ACTIONS:

NA

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

coverage.

OTHER AGENCY INVOLVEMENT:

California Department of Aging

FINANCING:

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

ATTACHMENTS:

APPROVALS:

Tyler Davis	Created/Initiated - 11/8/2019
Keri Oney	Approved - 11/8/2019
Marilyn Mann	Approved - 11/12/2019
Melissa Best-Baker	Approved - 11/13/2019
Meaghan McCamman	Approved - 11/15/2019
Darcy Ellis	Approved - 11/18/2019
Sue Dishion	Approved - 11/18/2019
Amy Shepherd	Approved - 11/18/2019
Marilyn Mann	Final Approval - 11/18/2019



County of Inyo

Clerk of the Board

CONSENT - ACTION REQUIRED

MEETING: November 26, 2019

FROM: Assistant Clerk of the Board

SUBJECT: Reappointment to Pioneer Cemetery District Board of Trustees

RECOMMENDED ACTION:

Request Board reappoint Ms. Diane Corsaro to a four-year term on the Pioneer Cemetery District Board of Trustees ending December 27, 2019. (*A Notice of Vacancy resulted in request for appointment from Ms. Corsaro.*)

SUMMARY/JUSTIFICATION:

Your Board is the appointing authority for the Pioneer Cemetery District Board of Trustees. One of the terms on the Board of Trustees is set to expire on December 27, 2019. Per your Board's appointment policy, the individual serving this term was noticed of the impending expiration and a Notice of Vacancy was published in the local newspaper. One letter of interest, from incumbent Ms. Diane Corsaro, was received during the application period. It is recommended your Board reappoint Ms. Corsaro to another four-year term, expiring December 27, 2023.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board choose not to reappoint Ms. Corsaro and/or reopen the application period, but neither course of action is recommended given Ms. Corsaro's experience on the Board of Trustees and interest in serving another four-year term.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

There are no fiscal impacts to the County associated with this appointment, outside of the costs to advertise the Notice of Vacancy.

ATTACHMENTS:

1. Diane Corsaro-Pioneer Cemetery District
2. Notice of Vacancy

APPROVALS:

Darcy Ellis

Darcy Ellis

Created/Initiated - 11/19/2019

Final Approval - 11/19/2019

Darcy Ellis

From: Diane Corsaro <diane@dianecinsurance.com>
Sent: Tuesday, November 12, 2019 11:41 AM
To: Darcy Ellis
Subject: Pioneer Cemetery District Board of Trustees

Inyo County Board of Supervisors
P.O. Drawer N
Independence, CA 93526

My term on the Pioneer Cemetery Board of Trustees expires on December 27, 2019 and I would like to apply to continue in this position for the next four year term ending December 27, 2023.

I feel like my terms on the board since 2001 have resulted in many of the things I wanted to see happen with our cemeteries. We live in a very beautiful special place and it is very unique.

I believe our cemeteries reflect that same beauty thanks to the work of of the other trustees, myself and our staff. We take our duties very seriously as we all have many loved ones now resting in these very beautiful and peaceful places.

Sincerely,

Diane Corsaro

My new address
475 W. Line St.
Bishop, CA 93514

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,
COUNTY OF INYO

I am a citizen of the United States
and a resident of the County aforesaid.
I am over the age of eighteen years,
And not a party to or interested in the
above-entitled matter. I am the principal
clerk of the printer of the
The Inyo Register

County of Inyo

The Inyo Register has been adjudged a
newspaper of general circulation by the
Superior Court of the County of Inyo,
State of California, under date of
Oct. 5, 1953, Case Number 5414;
that the notice, of which the annexed
is a printed copy (set in type not
smaller than non-pareil), has been
published in each regular and entire
issue of said newspaper and not in
any supplement thereof, on the
following
date, to with:

November 2nd

In the year of **2019**

I certify (or declare) under penalty of perjury
that the foregoing is true and correct.

Dated at Bishop, California, on this
2nd Day of November, 2019


Signature

This space is for County Clerk's Filing Stamp

RECEIVED

2019 NOV -8 PM 3: 27

INYO COUNTY
ADMINISTRATOR

**Proof of Publication of
Public Notice**

**NOTICE OF VACANCY
Pioneer Cemetery District
Board of Trustees**

NOTICE IS HEREBY GIVEN
that the Inyo County Board of
Supervisors is accepting appli-
cations to fill one four-year
term on the Pioneer Cemetery
District Board of Trustees end-
ing December 27, 2023.

If you are interested in serving
on the Pioneer Cemetery Dis-
trict Board of Trustees, please
submit your request for ap-
pointment on or before Friday,
November 15, 2019 at 5:00
p.m. to the Board of Supervi-
sors at P.O. Box N, Independ-
ence, CA 93526 or dellis@in-
yocounty.us. For more informa-
tion, call (760) 878-0373.
(IR 11.02.2019 #191037)



County of Inyo



Public Works - Road Dept.

CONSENT - ACTION REQUIRED

MEETING: November 26, 2019

FROM:

SUBJECT: Approve the construction contract for the Mazourka Shop Fencing Project (Project) to Rudnick Fence Co. of Bakersfield, California.

RECOMMENDED ACTION:

Request Board: A) award the contract for the Mazourka Shop Fencing Project to Rudnick Fence Co. of Bakersfield, CA as the successful bidder; B) approve the construction contract between the County of Inyo and Rudnick Fence Co. of Bakersfield, CA in the amount of \$55,380.00, 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.

SUMMARY/JUSTIFICATION:

The scope of work for this project consists of the purchase installation of a new fence, including four (4) gates, around the Mazourka Road Yard (located at the corner of Mazourka Canyon Road and Clay Street, Independence, CA).

The Project was advertised on October 12th and October 17th 2019. On October 30th, 2019, three (3) bids were opened. The bids received were as follows;

Rudnick Fence Co.	\$55,380.00
Stockton Fence & Material Co.	\$78,061.78
Pisor Fence Division	\$61,965.00

BACKGROUND/HISTORY OF BOARD ACTIONS:

At the October 1st, 2019 meeting of the Board of Supervisors, your Board approved plans and specifications for the Project, and authorized the Public Works Director to advertise the project for bids. This project was part of the 19/20 Road Department Budget.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to award the bid and construction contract for the Project and to re-advertise. This is not recommended because it is unlikely that re-advertising will result in additional/lower bids.

OTHER AGENCY INVOLVEMENT:

The Auditor's Office
County Counsel

FINANCING:

This Project is funded by the Road Department Budget 034600, Object Code 5265 Professional and Special Services

ATTACHMENTS:

1. Mazourka Shop Fencing Project_Bid Tabulation
2. Contract 147 - Rudnick Fence Co.

APPROVALS:

Travis Dean	Created/Initiated - 11/14/2019
Darcy Ellis	Approved - 11/14/2019
Travis Dean	Approved - 11/14/2019
Breanne Nelums	Approved - 11/15/2019
Michael Errante	Approved - 11/15/2019
Marshall Rudolph	Approved - 11/15/2019
Amy Shepherd	Approved - 11/18/2019
Michael Errante	Final Approval - 11/18/2019

COUNTY OF INYO BID TABULATION

Project Title & Bid No. MOUZOURKA SHOP FENCING PROJECT

Bid Opening Date: 10-30-19 4:00 Location: County Admin Center

	BIDDER NAME	Base Bid	Bid Additive A	Bid Additive B	Bid Additive C	Total Base Bid and Additives	Bond
1.	Rudnick Fence Co.	\$55,380.00	_____	_____	_____	_____	X
2.	Stockton Fence & Material Co.	\$78,061.78	_____	_____	_____	_____	X
3.	Antelope Iron- Pisor Fence Division	\$61,965.00	_____	_____	_____	_____	X
4.							
5.							
6.							
7.							
8.							
9.							
10.							

Opened By: Darcy Ellis

Present: Travis Dean



**CONTRACT
BY AND BETWEEN
THE COUNTY OF INYO
and**

_____, **CONTRACTOR**

for the

_____ **PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, _____, 20____, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and _____ (hereinafter referred to as "CONTRACTOR"), for the construction or removal of _____ **PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

1. SERVICES TO BE PERFORMED. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Special Provisions, which are incorporated herein by reference per section 4(c) of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: _____ **PROJECT**

2. TIME OF COMPLETION. Project work shall begin within _____ calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions.

3. PAYMENT/CONSIDERATION. For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: _____ dollars (\$_____), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

4. ALL PROVISIONS SET FORTH HEREIN. CONTRACTOR and COUNTY agree that this Contract shall include and consist of:

- a. All of the provisions set forth expressly herein;
- b. The Bid Proposal Form, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference; and

c. All of the other Contract Documents, as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, and the Special Provisions concerning this Project including the Appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

5. STANDARD OF PERFORMANCE. Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

6. INDEPENDENT CONTRACTOR. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraph 3 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

7. ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent

of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

8. CLAIMS RESOLUTION. Pursuant to **Section 9204 of the Public Contract Code**, any and all claims submitted by Contractor to County will follow the provisions as set forth in the Project's Special Provisions.

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

10. INSURANCE. For the duration of this Agreement, Contractor shall procure and maintain insurance of the scope and amount specified in Attachment 3 and with the provisions specified in that attachment.

11. POLITICAL REFORM ACT. Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and
- b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

12. COMPLIANCE WITH ALL LAWS.

Performance Standards: Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Contract.

a. Safety Training:

i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and

ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

b. Child, Family and Spousal Support reporting Obligations:

i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

c. Nondiscrimination:

i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

13. LICENSES. Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its and/or profession.

14. PREVAILING WAGE. Pursuant to **Section 1720 et seq. of the Labor Code**, Contractor agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to comply with County and the Department of Industrial Relations regulations in submitting the certified payroll.

15. CONTROLLING LAW VENUE. This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.

16. WRITTEN NOTIFICATION. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party

may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of Inyo
Public Works Department
Attn: _____
168 N. Edwards
PO Drawer Q
Independence, CA 93526

If to Contractor: _____

17. AMENDMENTS. This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.

18. 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.

19. TERMINATION. This Contract may be terminated for the reasons stated below:

- a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract. If termination for cause is given by either party to the other and it is later determined that the other party was not in default or default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph “b” of this section; or
- b. By either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination; or
- c. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

20. TIME IS OF THE ESSENCE. Time is of the essence for every provision.

21. SEVERABILITY. If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

22. CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS. It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that

there is, in fact, no binding agreement, either written or oral, between the parties herein.

23. ATTACHMENTS. All attachments referred to are incorporated herein and made a part of this Contract.

24. EXECUTION. This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

25. ENTIRE AGREEMENT. This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

---o0o---

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

COUNTY

CONTRACTOR

COUNTY OF INYO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT 1

PROJECT

FAITHFUL PERFORMANCE BOND
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That

(Name of Contractor) as Principal, hereinafter "Contractor,"

and (Name of Corporate Surety)

as Corporate Surety, hereinafter called Surety, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called County, in the amount of dollars (\$.), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has, by written Contract, dated , 20, entered into an Contract with the County for the Construction of the PROJECT (hereinafter referred to as "Project"), to be constructed in accordance with the terms and conditions set forth in the Contract for the Project, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the County.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, the County having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly either:

- 1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or if the County elects, upon determination by the County and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and County, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The

term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, or the date on which any warranty or guarantee period expires, whichever is later.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the County named herein.

---o0o---

Signed and sealed this _____ day of _____, 20 _____.

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE: THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.

The Faithful Performance Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety must accompany the Faithful Performance Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

County of Inyo
224 North Edwards Street, P.O. Box N
Independence, California 93526

ATTACHMENT 2

PROJECT

LABOR AND MATERIALS PAYMENT BOND
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS, that (Name of Contractor)

as Principal, hereinafter "CONTRACTOR,"

and (Name of Corporate Surety)

as Corporate Surety, hereinafter called SURETY, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called COUNTY, for the use and benefit of claimants as hereinafter defined in the amount of dollars (\$) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written contract dated , 20 , entered into an Contract with the County for the construction of the PROJECT (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the PROJECT, which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

- 1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in the performance of the Contract. Labor and materials is construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such

sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

---o0o---

Signed and sealed this _____ day of _____, 20 ____.

(Name of Contractor)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Corporate Surety)

By: _____
(Signature)

(SEAL)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW).

The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

**County of Inyo
224 N. Edwards, P.O. Box N
Independence, California 93526**

ATTACHMENT 3

AGREEMENT BETWEEN THE COUNTY OF INYO AND

FOR THE _____ PROJECT

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS



County of Inyo



Public Works - Road Dept.

CONSENT - ACTION REQUIRED

MEETING: November 26, 2019

FROM: Trevor Taylor

SUBJECT: Request authorization to purchase one (1) 2020 Ford Super Duty F-350 Truck

RECOMMENDED ACTION:

Request Board: A) declare Bishop Ford of Bishop, CA the successful bidder for one (1) new 2020 Ford Super Duty F-350 truck per Bid No. OCT-2019-TRUCK; and B) authorize the purchase of one (1) 2020 Ford Super Duty F-350 truck from Bishop Ford of Bishop, CA in an amount not to exceed \$38,738.40.

SUMMARY/JUSTIFICATION:

The Road Department is requesting approval to purchase one (1) new 2020 Ford Super Duty F-350 truck per Bid No. OCT-2019-TRUCK. The truck will serve as a dedicated road foreman vehicle and will allow the current district 3 foreman crew truck that is approaching 400,000 miles to be taken out of service. This is in accordance with the Road Department's goal of augmenting the Department's aging fleet and phasing out the use of older, less reliable vehicles.

On Wednesday, November 6th, 2019, bids were opened and one bid was received:

Bishop Ford of Bishop, Ca

\$38,738.40

The Road Department is recommending your Board authorize the purchase of one (1) 2020 Ford Super Duty F-350 truck to be delivered to the Road Yard in Independence. The total expense, including delivery and taxes, is not to exceed \$38,738.40.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this purchase. This is not recommended as the Road Department has budgeted for new vehicles this fiscal year and has an immediate need for reliable means of transportation to the more rural parts of the County.

OTHER AGENCY INVOLVEMENT:

County Counsel
Auditor's Office

FINANCING:

The funding for this purchase was approved in the 19/20 FY Road Department Budget 034600, Object Code 5655, Vehicles.

ATTACHMENTS:

1. Bid Tab

APPROVALS:

Trevor Taylor	Created/Initiated - 11/18/2019
Darcy Ellis	Approved - 11/18/2019
Trevor Taylor	Approved - 11/18/2019
Breanne Nelums	Approved - 11/18/2019
Marshall Rudolph	Approved - 11/18/2019
Amy Shepherd	Approved - 11/18/2019
Chris Cash	Final Approval - 11/18/2019

COUNTY OF INYO BID TABULATION

Public works

Project Title & Bid No. Bid # 2019 Trucks

Bid Opening Date: 11/6/2019 Location: County Admin Center

	BIDDER NAME	Base Bid	Bid Additive A	Bid Additive B	Bid Additive C	Total Base Bid and Additives	Bond
1.	Bishop Ford	38,738.40					
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

Opened By: [Signature]

Present: Trevor Taylor





County of Inyo



Planning Department

DEPARTMENTAL - NO ACTION REQUIRED

MEETING: November 26, 2019

FROM:

SUBJECT:

RECOMMENDED ACTION:

Request Board: A) conduct workshop regarding issues related to night-time light pollution and potential regulation of exterior lighting; and B) provide any follow-up direction to staff as necessary.

SUMMARY/JUSTIFICATION:

EXECUTIVE SUMMARY

Since staff conducted a workshop with the Board in June of 2018, staff has conducted a series of Public workshops throughout the County, as well as two workshops in front of the Planning Commission. Staff has also worked with the Dark Skies working group to gain a better understanding of the elements that are currently regulated by the California Building Standards, and the issues that the County may consider regulating beyond current State regulation, as well as continued to examine ways the County can take the lead in non-code related Dark Skies policies.

BACKGROUND

Since 2002, the Chapter 8.8 of the Inyo County General Plan, Visual Resources has addressed outdoor lighting through Policy VIS-1.6, which reads:

Control of Light and Glare

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 has never been reflected in any ordinances in the Inyo County Code

In June of 2018, after presentations from the Inyo County Dark Sky Group (ICDSG) and the Planning Department Staff to the Board of Supervisors, the Board directed staff to continue research and conduct community workshops to get local input on the issues of dark skies and exterior lighting. In October of 2018, staff conducted three public workshops.

Then, in February of 2019, staff conducted a workshop with the Planning Commission, where staff went over the public input received, as well as giving the Commission and any public in attendance an overview of the issues and opportunities relating to exterior lighting. To summarize, the public was very interested in preserving the resource of Inyo County's dark skies, both for the enjoyment of our residents and as a potential tourist attraction. Issues of glare, light trespass and the intensity of LED lighting at the bluer end of the spectrum were some of the primary concerns raised at the public meeting and echoed at the Planning Commission workshop. It became

evident at this meeting and based on further research, that Staff needed to get a more complete understanding of exactly what was covered by California Building Standards, and then make proposals that related to just the areas that were unregulated by State law. Since February, staff has held two more working group meetings and has completed research on how State law already regulates Inyo County. Staff has also developed basic recommendations for areas that could be regulated locally as ways the County could be a leader in non-code related dark sky policy.

Today's Planning Commission Workshop will cover the following:

- § An brief recap of the issues, terminology and challenges of light pollution
- § An brief recap of staff's outreach efforts, and the public input received from this outreach
- § Current Dark Skies/Exterior Lighting regulation at the State level
- o State regulation of non-residential construction
- o State regulation of residential construction
- o State implementation of Lighting Zones, and Lighting Zones in Inyo County (almost all of Inyo County is considered a Rural Area (LZ-2). There is only one defined Urban Cluster in Inyo County (LZ-3) and that is at the City of Bishop an immediately surrounding area).
- o How the next code cycle, which goes into place on January 1, 2020 further addresses light pollution.
- o Opportunities in State Code for local municipalities to further regulate.
- § Potential local regulation by Inyo County of areas not covered by State code
- o Cut-off light requirement and light trespass prohibition for residential construction
- o Inclusion of all areas in the County in the State defined Rural Lighting Zone (LZ2). This would change portions of the census defined Bishop Urban Area that are under the County's jurisdiction from LZ3 (urban) to LZ2 (rural)
- o Lighting nuisance defined and code modifications so lighting nuisances can be treated as Zoning Violations
- o Thresholds for light temperatures for both Residential and Non-Residential exterior lighting
- § Other possible ways beyond regulation that the County might be able to help reduce light pollution and preserve night-time dark skies.
- o Public education and outreach
- o Programs to encourage and/or incentivize upgrading of exterior lighting fixtures to minimize light pollution
- o County to adopt and implement internal dark-skies exterior lighting policies for County facilities
- o County to work with other public agencies (SCE, DWP, Caltrans, Schools, etc) to encourage adoption and implementation of dark-sky friendly policies.
- o County to take a leadership role in encouraging dark-sky related tourism.

NEXT STEPS

Planning Staff is looking to the Board for any comments, recommendations and direction for actual policy development. Should the Board direct staff to develop regulations and policy, draft code revisions will be brought back, first to the Planning Commission for further review and potentially a recommendation for adoption by the Board of Supervisors, and then to the Board for final comments and adoption.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

APPROVALS:

Tom Schaniel

Darcy Ellis

Tom Schaniel

Cathreen Richards

Created/Initiated - 11/8/2019

Approved - 11/8/2019

Approved - 11/8/2019

Final Approval - 11/11/2019



County of Inyo



Planning Department

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 26, 2019

FROM:

SUBJECT:

RECOMMENDED ACTION:

Request Board approve the Memorandum of Understanding between the County of Inyo and the Bureau of Land Management (BLM) to be a cooperating agency for the purpose of preparing the environmental document for the Southern California Edison Ivanpah-Control Project, and authorize the Chairperson to sign.

SUMMARY/JUSTIFICATION:

On September 29, 2019 the Bureau of Land Management invited Inyo County to participate in Southern California Edison's Ivanpah-Control Project as a cooperating agency in the preparation of the project's National Environmental Policy Act (NEPA) Environmental Impact Statement (EIS) (invitation letter attached). Since Inyo County has a history of being a cooperating agency and highly involved in the projects of Federal land managers in the county, staff prepared a letter (attached) accepting the invitation.

The Ivanpah-Control Project (project description attached) includes a long segment that spans south to north through Inyo County. The project proposal includes rebuilding transmission lines that do not meet current reliability standards; remove and replace distribution conductors; install optical ground wire and/or fiber optic cable; and, upgrade substations.

A significant amount of right of way for this project is located on BLM managed lands and therefore they are the lead agency in the NEPA evaluation for the project.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The County could not participate as a cooperating agency and still be able to comment on the project. This, however, would not give the County as much voice in the development of the EIS.

OTHER AGENCY INVOLVEMENT:

FINANCING:

ATTACHMENTS:

1. Draft Inyo County MOU

APPROVALS:

Cathreen Richards
Darcy Ellis
Cathreen Richards
Sue Dishion
Marshall Rudolph

Created/Initiated - 11/5/2019
Approved - 11/5/2019
Approved - 11/7/2019
Approved - 11/13/2019
Final Approval - 11/21/2019

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CALIFORNIA DESERT DISTRICT OFFICE

AND

THE INYO COUNTY, CALIFORNIA

REGARDING

TRANSMISSION LINE RATING REMEDIATION PROJECT: IVANPAH-CONTROL

DRAFT

I. Introduction

This Memorandum of Understanding (MOU) establishes a cooperating agency relationship between the Bureau of Land Management's California Desert District Office (BLM) and Inyo County, California (Cooperating Agency or Cooperator) for the purpose of preparing the environmental document for the Ivanpah-Control (IC) Project which is part of a larger Transmission Line Rating Remediation (TLRR) program. The BLM will be the lead federal agency in developing an environmental impact statement (EIS) to comply with the National Environmental Policy Act (NEPA). The BLM acknowledges that the Cooperating Agency has jurisdiction by law and/or special expertise applicable to the TLRR EIS effort, as defined at 40 CFR 1508.15 and 1508.26. This MOU describes responsibilities and procedures agreed to by the Cooperating Agency and the BLM ("the Parties").

The cooperating agency relationship established through this MOU shall be governed by all applicable statutes, regulations, and policies, including the Council on Environmental Quality's NEPA regulations (in particular, 40 CFR §1501.6 and §1508.5), the Federal Land Policy Management Act (FLPMA) (43 CFR §1761 et seq.), the BLM's planning regulations (in particular, 43 CFR §1601.0-5, §1610.3-1, and §1610.4), and the Department of the Interior Manual (516 DM 2.5).

II. Purpose

The purposes of this MOU are:

- A.** To designate Cooperating Agency in the IC TLRR EIS process.
- B.** To provide a framework for mutual cooperation and coordination between the BLM and the Cooperator that will ensure successful completion of the IC TLRR EIS in a timely, efficient, and thorough manner.
- C.** To recognize that the BLM is the lead agency with responsibility for the completion of the IC TLRR EIS and the Record of Decision (ROD).
- D.** To recognize and provide guidance for the development of a mutually respectful and effective Cooperating Agency relationship between the Parties which reflects their unique working relationship as it relates to the tasks at hand.
- E.** To describe the respective responsibilities, jurisdictional authority, and expertise of each of the Parties in the planning process.

III. Authorities for the MOU

- A.** The authorities of the BLM to enter into and engage in the activities described within this MOU include, but are not limited to:
 - 1.** National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).
 - 2.** Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.).
- B.** Regulations implementing the above authorities:

1. Council on Environmental Quality regulations (40 CFR 1501 et seq.)
 2. Bureau of Land Management planning regulations (43 CFR 1601 et seq.)
- C. The authorities of Cooperating Agency to enter into this MOU include, but are not limited to:
1. California Environmental Quality Act – Guidelines 15222 and 15226
 2. California Government 23004

IV. Roles and Responsibilities

A. BLM Responsibilities:

1. As lead agency, the BLM retains final responsibility for the content of all planning and NEPA documents, which include the Draft EIS, the Final EIS, any supplemental documents, and the ROD. The BLM's responsibilities include determining the purpose of and need for the EIS, identifying issues for analysis, selecting alternatives for analysis, identifying effects of the proposed alternatives, selecting the preferred alternative, and determining appropriate mitigation measures. In completing these responsibilities, the BLM will meaningfully involve the Cooperator throughout the entire NEPA process, including but not limited to: development of the alternatives, identification of effects, selection of the preferred alternative, and determination of appropriate mitigation measures, review of public comments, and development of a ROD.
2. To the maximum extent possible consistent with the BLM's responsibilities as lead agency, the BLM will gain early and consistent involvement of the Cooperator, consider the comments, recommendations, data, and/or analyses provided by the Cooperator in the EIS process, giving particular consideration to those topics on which the Cooperator is acknowledged to possess jurisdiction by law or special expertise.
3. To the fullest extent practicable the BLM will provide the Cooperator with advance copies of documents underlying the EIS relevant to the Cooperator responsibilities, including technical reports, data, analyses, comments received, working drafts related to environmental reviews, and draft and final EIS.

B. Cooperating Agency Responsibilities:

1. Inyo County is a Cooperating Agency in this NEPA process and is recognized to have jurisdiction by law and special expertise on all subject matters for which it has statutory responsibility including but not limited to:
 - a. Inyo County General Plan
 - b. Inyo County Zoning Code
 - c. California Environmental Quality Act
2. The Cooperator will provide information, comments, and technical expertise to the BLM regarding those elements of the EIS, and the data and analyses supporting them, in which it has jurisdiction or special expertise or for which the BLM

requests its assistance. In particular, the Cooperator will provide information on the following topics:

- a. General Plan Policy and Implementation
 - b. Transmission/Energy Planning
 - c. Visual Resource Planning
 - d. Public Outreach
3. Other such additional information that is relevant to planning issues or data needs.
 4. Within the areas of their jurisdiction or special expertise, the Cooperator may participate in any of the activities identified in Attachment A (“Cooperating Agency Participation in the TLRR EIS”). These activities include, but are not limited to: providing guidance on public involvement strategies, identifying data needs, suggesting management actions to resolve issues raised during scoping, providing data, identifying effects of alternatives, suggesting mitigation measures, and providing written comments on working drafts of the EIS and supporting documents. (See also Section C.4.)
 5. The Cooperator will have one member, and an alternate, appointed to represent its interests and work with the Core Team and/or Interdisciplinary Team (ID team).

C. Responsibilities of the Parties:

1. The Parties agree to participate in this planning process in good faith and make all reasonable efforts to resolve disagreements. Where procedural or substantive disagreement may impede effective and timely completion of the TLRR EIS, the Parties agree to utilize the facilitation and conciliation procedures described below (see Section V.G). Participation as a Cooperating Agency does not negate the Cooperator’s right to comment, protect, or appeal the analysis or a decision nor does it diminish or restrict the Cooperators ability to coordinate with the BLM under the authority of FLPMA (43 U.S.C. 1712(c)(9)).
2. The Parties will make best effort to comply with the schedule provided as Attachment B (“Schedule”), which includes dates for TLRR EIS milestones and timeframes for Cooperator’s reviews and submissions.
3. Each Party agrees to fund its own expenses associated with TLRR EIS process, except that the BLM may contract with a Cooperator for technical studies within its jurisdiction or special expertise, as provided for in Section IV.B.4, and a Cooperator may volunteer to provide financial assistance to the BLM to complete tasks associated with the TLRR EIS.
4. The Parties agree to carefully consider whether proposed meetings or other activities would waive the Unfunded Mandates Reform Act exception to the Federal Advisory Committee Act (2 U.S.C. 1534(b) and 5 U.S.C App.).

V. Other Provisions

- A.** Authorities not altered. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within its respective jurisdiction. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.
- B.** Financial obligations. Nothing in this MOU shall require any of the Parties to assume any obligation or expend any sum in excess of authorization and appropriations available.
- C.** Immunity and Defenses Retained. Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- D.** Conflict of interest. The Parties agree not to utilize any individual or organization for purposes of plan development, environmental analysis, or Cooperator representation, including officials, employees, or third party contractors, having a financial interest in the outcome of the TLRR EIS. Questions regarding potential conflicts of interest should be referred to BLM Washington Office or Field Ethics Counselors for resolution.
- E.** Documenting disagreement or inconsistency. Where the BLM and one or more Cooperators disagree on substantive elements of the TLRR EIS (such as designation of the alternatives to be analyzed or analysis of effects), and these disagreements cannot be resolved, the BLM will include a summary of the Cooperator's[s'] views in the Draft TLRR EIS. The BLM will also describe substantial inconsistencies between its proposed action(s) and the objectives of state, local, or tribal land use plans and policies.
- F.** Management of information. The Cooperator acknowledges that all supporting materials and draft documents may become part of the administrative record and may be subject to the requirements of the Freedom of Information Act (FOIA) and other federal statutes. The Cooperator agrees not to release these materials to individuals or entities other than the Parties to this MOU and their contractors. The Cooperator shall ensure their contractors adhere to the same level of confidentiality.
 - 1.** The BLM acknowledges that the Cooperator is subject to the California Public Records Act. The BLM may withhold from the Cooperator those documents that would otherwise be available for public release under the California Public Records Act if those documents are otherwise exempt from disclosure under a specific provision of FOIA.
- G.** Conflict Resolution. The Parties agree to make reasonable efforts to resolve procedural or substantive conflicts, and may agree to initiate an Alternative Dispute Resolution (ADR) process. The Parties acknowledge that BLM retains final responsibility for the decisions identified in the TLRR EIS and ROD.
 - 1.** Facilitation. The Parties agree that they may retain an independent facilitator to foster clear and efficient communication, if they deem it necessary. The parties will split the cost of facilitation equally.

H. Coordination with the BLM's Contractor. BLM's Contractor team, which includes North Wind Resource Consulting (Lead), Burns & McDonnell, and Galileo Project, LLC, serves as the BLM's Contractors for public involvement, data collection, environmental analysis, and TLRR EIS preparation. Cooperator may communicate with the Contractor through BLM's representative, provide information and comments directly to the Contractor, or collaborate with Contractor's technical staff and subcontractors on matters within the Cooperator's special expertise. The Cooperator acknowledges that the BLM retains the exclusive responsibility to authorize modifications to the contract with the Contractor and that the Cooperator is not authorized to provide technical or policy direction regarding the performance of this contract.

VI. Agency Representatives

Each Party will designate a representative and alternate representative, as described in Attachment C ("Agency Representatives"), to ensure coordination between the Cooperators and the BLM during the planning process. Each Party may change its representative at will by providing prior written notice to the other Party.

VII. Administration of the MOU

- A.** Approval. This MOU becomes effective upon signature by the authorized officials of the BLM and the Cooperator.
- B.** Amendment. This MOU may be amended through written agreement of all signatories.
- C.** Termination. If not terminated earlier, this MOU will end when the ROD for the TLRR EIS is approved by the BLM Authorized Officer. Any Party may end its participation in this MOU by providing 30-days written notice to the other Party. During this period, the parties will enter negotiations to resolve the disagreement(s). If the disagreement(s) are unresolved by the end of the 30-day period, the MOU will terminate. In the event negotiations are progressing but are not concluded by the end of the 30-day period, the party initiating the request to terminate may request termination be postponed for an additional 30-day period.

VIII. Signatures

The Parties hereto have executed this MOU on the dates shown below.

Inyo County, California by and through:

 Richard Pucci, Chairperson Inyo County Board of Supervisors
 November 19, 2019

BUREAU OF LAND MANAGEMENT, by and through:

 Andrew Archuleta
 California Desert District Office Manager

 Date

Attachment A
Cooperating Agency Participation in the IC EIS

	IC EIS	Potential Activities of Cooperating Agencies (CAs) within their acknowledged areas of expertise
1	Conduct scoping and identify issues	Provide input on coordination requirements based on Cooperator’s plans; identify significant issues; identify relevant local and regional organizations and interest groups; provide non-financial sponsorship of public forums with the BLM; collaborate in assessing scoping comments; identify connected, similar, and cumulative actions; identify other relevant agencies.
2	Develop planning criteria	Provide advice on proposed planning criteria.
3	Collect inventory data	Identify data needs; provide data and technical analyses within the Cooperator’s expertise.
4	Formulate alternatives	Collaborate with the BLM in developing alternatives. Suggest land allocations or management actions to resolve issues. Decision to select alternatives for analysis is reserved to the BLM.
5	Estimate effects of alternatives	Provide effects analysis within the Cooperator’s expertise; identify direct, indirect, and cumulative effects within the Cooperator’s expertise; suggest mitigation measures for adverse effects.

6	Select the preferred alternative; issue Draft IC EIS	Collaborate with the BLM in evaluating alternatives and in developing criteria for selecting the preferred alternative; provide input on Preliminary Draft EIS. The Cooperators may provide written, public comments on draft if desired. Decision to select a preferred alternative and to issue a draft is reserved to the BLM.
7	Respond to comments	As appropriate, review comments within the Cooperator's expertise and provide assistance in preparing BLM's responses.
7a	Issue Proposed Final EIS	Action reserved to BLM.
7b	Initiate Governor's Consistency Review	Once initiated by the BLM, state Cooperator's should contribute to the Governor's Consistency Review, if required.
8	Sign Record of Decision	Action reserved to the BLM.
8a	Resolve protests; modify Proposed Final EIS if needed; sign ROD	Action reserved to the BLM. A Cooperator that has provided information relevant to a protest may be asked for clarification.

DRAFT

Attachment B
Schedule

Task	Responsibility	Dates
Scoping Period	Core Team, Cooperators	Four weeks' notice prior to review timeframes (Project Milestone Dates will be added once they are adjusted)
Alternatives Development	Core Team, Cooperators	
Preparation of Draft EIS	Core Team, Cooperators	
Draft EIS Public Comment Period	Cooperators, Core Team	
Review of Proposed Changes to Final EIS	Cooperators, Core Team	
Preparation of Final EIS	Core Team	
Final EIS Public Availability Period	Cooperators	

DRAFT

Attachment C
Agency Representatives

Bureau of Land Management

Primary Representative: Mark Mackiewicz, PMP
Senior National Project Manager
BLM Washington Office
Phone: (435) 636-3616
Email: mmackiew@blm.gov

Backup Representative: Scott Whitesides, PMP
Deputy Project Manager
BLM National Support Team
Phone: (801) 539-4054
Email: swhitesides@blm.gov

Inyo County, California

Primary Representative: Cathreen Richards,
Planning Director
Inyo County, CA
Phone: 760-878-0447
Email: crichards@inyocounty.us

Backup Representative: Steven Karamitros,
Senior Planner
Inyo County, CA
Phone: 760-878-0268
Email: skaramitros@inyocounty.us



County of Inyo



County Administrator - Emergency Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 26, 2019

FROM: Emergency Services, County Administrator

SUBJECT: Continuation of Declaration of Local Emergency

RECOMMENDED ACTION:

Request Board discuss and consider continuation of the local emergency that was proclaimed as the result of Taboose Fire.

SUMMARY/JUSTIFICATION:

On the evening of September 4, 2019, a wildfire located southwest of Big Pine and northwest of the community of Aberdeen, began in the steep and rocky terrain at the base of the Eastern Sierras.

Fire crews worked throughout the night to suppress the now named Taboose Fire, to an estimated 380 acres with 30% containment.

The Taboose Fire jumped containment lines on the evening of September 7th, when sustained 40-50 mph winds produced spot fires, which reignited the area causing significant fire growth overnight. Within a 24 hour period, the Taboose Fire had increased in acreage to 10,500 and the fire containment was reduced to 10%.

Additional fire resources to help with suppression efforts arrived quickly and were aided by support from retardant and water drops from air tankers and helicopters.

Dry vegetation, hot temperatures and extreme erratic wind events, like the one that occurred on September 7th, will continue to be a threat to life and property until the Taboose Fire is fully contained. Inyo County is relying on the additional firefighting resources and support until the Taboose Fire is completely extinguished.

Protection of life and property must be the priority. As such, on September 10, 2019, your Board declared a local emergency by approving Resolution No. 2019-43, in order to help ensure adequate resources and equipment are available in a timely manner.

Per State law, the governing body shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 11/21/2019
Final Approval - 11/21/2019



County of Inyo



County Administrator - Emergency Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 26, 2019

FROM: County Administrator, Emergency Services

SUBJECT: Continuation of Existence of Local Emergency

RECOMMENDED ACTION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Here It Comes Emergency" that was proclaimed in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County.

SUMMARY/JUSTIFICATION:

During your March 28, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-15 proclaiming the existence of a local emergency, which has been named the Here It Comes Emergency, in anticipation of run-off conditions from near-record snowpack posing extreme peril to the safety of property and persons in Inyo County and which are likely beyond the control of the services, personnel, equipment and facilities of the County of Inyo. During your June 27, 2017 meeting, your Board took action to amend Resolution 2017-15 to recognize that the County moved from the Preparedness stage to the Response stage, and to include new damages and impacts that have occurred in the operational area.

Per State law, the governing body shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency. Staff recommends the Board continue this review, and that Resolution 2017-15 be updated as necessary, until further evaluation of conditions are completed and staff makes the recommendation to end the emergency.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 11/21/2019
Final Approval - 11/21/2019



County of Inyo



County Administrator - Emergency Services

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 26, 2019

FROM: County Administrator, Emergency Services

SUBJECT: Continuation of Declaration of Local Emergency

RECOMMENDED ACTION:

Request Board discuss and consider staff's recommendation regarding continuation of the local emergency known as the "Rocky Road Emergency" that was proclaimed as the result of flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County caused by an atmospheric river weather phenomena that began January 3, 2017 and continued throughout February.

SUMMARY/JUSTIFICATION:

During your February 7, 2017 Board of Supervisors meeting your Board took action to approve Resolution 2017-04 declaring a local emergency, which has been named The Rocky Road Emergency, and was the result of an atmospheric river weather phenomena that began January 3, 2017 and caused flooding, mud, and rock landslides and deep snow drifts over portions of Inyo County. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a routine basis. On March 7, 2017, your Board amended Resolution 2017-04 to further extend the continuation of the emergency and also add language to include additional damages that occurred in the latter half of January and into February.

Per State law, the governing body shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency.

BACKGROUND/HISTORY OF BOARD ACTIONS:

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

ATTACHMENTS:

APPROVALS:

Darcy Ellis
Darcy Ellis

Created/Initiated - 11/21/2019
Final Approval - 11/21/2019



"A Professional Service Agency"

Memorandum

To: Sheriff Hollowell, U/S Pritchard, Lt. Sparks, Sgt. Carter
From: Riannah, Administrative Assistant to the Sheriff
CC: Board of Supervisors, CAO, Assistant to the Board
Date: November 19, 2019
Re: October 2019 overtime

Following, please find the amount of overtime expended and overtime balances for the month of October 2019.

Budget #	Budget	Expended
022700	Sheriff General	\$ 4,831.38
022701	Kitchen Services	\$ 1,474.12
022710	Sheriff Safety	\$ 15,647.31
022900	Jail General	\$ 7,060.96
022910	Jail Safety	\$ 11,052.84
	Grand Total	\$ 40,066.61

Account Director Reports are attached. If you have any questions, please do not hesitate to contact me.

Thank you.

FY Year	Budget	July	August	Sept.	Oct.	Nov.	Dec.	Jan	Feb	March	April	May	June	TOTAL
2001-02	Sheriff	\$17,568.00	\$29,776.00	\$24,716.00	\$13,106.00	\$20,122.00	\$16,130.00	\$15,730.00	\$22,121.00	\$14,773.00	\$15,321.00	\$17,440.00	\$22,507.00	\$229,310.00
2002-03	Sheriff	\$26,409.00	\$18,875.00	\$14,597.00	\$20,582.00	\$16,614.00	\$15,196.00	\$18,846.00	\$12,354.00	\$24,390.00	\$17,704.00	\$16,251.00	\$9,712.00	\$211,530.00
2003/04	Sheriff	\$20,652.00	\$10,562.00	\$14,292.00	\$14,577.00	\$13,484.00	\$12,317.00	\$22,540.00	\$17,773.00	\$13,934.00	\$7,070.00	12,782.00	10,218.00	\$170,201.00
2004/05	Sheriff	\$19,859.00	\$9,096.00	\$10,036.00	\$9,072.00	\$11,197.00	\$6,305.00	\$15,019.00	\$9,794.00	\$11,564.00	\$17,223.00	\$17,635.00	\$13,940.00	\$150,740.00
2005-06	Sheriff	\$24,078.00	\$18,496.00	\$12,444.00	\$15,841.00	\$11,371.00	\$15,300.00	\$19,108.00	\$16,384.00	17,515.00	\$13,259.00	16,317.00		\$180,113.00
2006-07	Sheriff	\$26,310.00	\$22,120.00	\$24,151.00	\$20,575.00	\$24,085.00	\$17,224.00	\$23,530.00	\$17,540.00	\$15,848.00	\$22,461.00			\$213,844.00
2007-08	Sheriff	\$35,499.00	\$17,506.00	\$31,975.00	\$15,535.00	\$20,842.00	21,968.00	\$21,705.00	\$26,047.00	\$21,586.00	\$37,145.00	\$25,116.00	\$24,931.00	\$299,855.00
2008-09	Sheriff	\$47,862.00	\$14,850.00	\$19,384.00	\$12,552.00	\$14,621.00	\$15,865.00	\$13,449.00	\$17,531.00	\$17,629.00	\$12,665.00	\$17,567.00	\$21,566.00	\$225,541.00
2009-10	Sheriff	\$25,480.00	\$17,722.00	\$18,686.00	\$16,444.00	\$23,697.00	\$24,697.00	\$23,352.00	\$13,600.00	\$16,924.00	\$13,187.00	\$15,917.00	\$11,942.00	\$221,648.00
2010-11	Sheriff	\$23,723.00	\$18,506.00	\$20,983.00	\$19,556.00	\$17,956.00	\$31,825.00	18,752.00	\$19,447.00	\$19,552.00	\$27,651.00	\$20,855.00	\$22,994.00	\$261,800.00
2011-12	Sheriff	\$19,382.00	\$21,152.00	\$26,936.00	\$25,339.63	\$22,334.58	\$20,445.96	\$15,581.82	\$13,929.99	\$15,565.63	\$19,021.51	\$22,352.19	\$16,685.35	\$238,726.66
2012-13	Sheriff	\$27,357.13	\$28,796.44	\$34,839.37	\$24,645.46	\$8,302.70	\$22,742.47	\$20,293.68	\$27,727.58	\$20,608.20	\$18,933.99	\$32,740.81	\$16,712.41	\$283,700.24
2013-14	Sheriff	\$22,010.90	\$30,004.58	\$21,924.03	\$25,386.25	\$27,705.70	\$19,269.13	\$19,804.12	\$23,103.59	\$12,812.62	\$40,657.55	\$19,427.50	\$25,615.56	\$287,721.53
2014-15	Sheriff	\$26,463.99	\$25,110.54	\$24,133.06	\$29,228.12	\$19,759.97	\$18,506.19	\$16,919.22	\$22,563.18	\$15,225.74	\$22,238.43	\$38,242.59	\$15,773.84	\$274,164.87
2015-16	Sheriff	\$24,435.78	\$24,224.23	\$25,543.55	\$38,122.69	\$21,301.83	\$17,036.08	\$17,675.83	\$17,567.44	\$24,144.24	\$23,878.96	\$35,380.97	\$16,053.54	\$285,365.14
2016-17	Sheriff	\$21,623.98	\$19,972.64	\$53,767.93	\$32,462.80	\$25,088.47	\$18,533.84	\$23,097.23	\$44,673.95	\$28,923.44	\$39,488.09	\$36,205.62	\$33,903.65	\$278,559.30
FY Year	Budget	July	August	Sept.	Oct.	Nov.	Dec.	Jan	Feb	March	April	May	June	TOTAL
2001-02	Jail	\$6,278.00	\$10,218.00	\$10,673.00	\$5,077.00	\$6,422.00	\$5,562.00	\$5,194.00	\$11,007.00	\$11,644.00	\$10,001.00	\$8,082.00	\$5,706.00	\$95,864.00
2002-03	Jail	\$9,902.00	\$8,624.00	\$8,077.00	\$8,169.00	\$11,434.00	\$6,581.00	\$11,095.00	\$5,996.00	\$9,036.00	\$8,107.00	\$6,863.00	\$5,583.00	\$99,467.00
2003-04	Jail	\$12,206.00	\$12,147.00	\$10,471.00	\$9,547.00	\$10,858.00	\$5,343.00	\$7,927.00	\$4,693.00	\$7,235.00	\$3,568.00	\$5,118.00	\$7,077.00	\$96,190.00
2004-05	Jail	\$9,905.00	\$5,186.00	\$8,294.00	\$5,080.00	\$5,598.00	\$3,972.00	\$7,773.00	\$5,178.00	\$5,490.00	\$9,208.00	\$6,489.00	\$6,684.00	\$78,857.00
2005-06	Jail	\$9,945.00	\$9,954.00	\$7,576.00	\$10,669.00	\$10,621.00	\$6,505.00	\$10,788.00	\$9,434.00	13,564.00	\$9,968.00	\$10,325.00		\$109,349.00
2006-07	Jail	\$18,236.00	\$12,222.00	\$14,583.00	\$12,005.00	\$11,769.00	\$6,129.00	\$16,260.00	\$13,128.00	\$8,156.00	\$12,013.00			\$124,501.00
2007-08	Jail	\$23,401.00	\$13,877.00	\$17,485.00	\$13,537.00	\$10,586.00	\$7,076.00	\$6,721.00	\$6,914.00	\$12,160.00	\$22,521.00	\$14,780.00	\$17,172.00	\$166,230.00
2008-09	Jail	\$14,812.00	\$14,465.00	\$12,613.00	\$7,671.00	\$9,841.00	\$9,357.00	\$7,643.00	\$12196.00	\$9,702.00	\$9,997.00	\$15,558.00	\$9,581.00	\$133,436.00
2009-10	Jail	\$14,060.00	\$13,756.00	\$12,679.00	\$9,414.00	\$7,094.00	\$8,186.00	\$4,464.00	\$4,316.00	\$5,379.00	\$9,334.00	\$7,729.00	\$8,418.00	\$104,829.00
2010-11	Jail	\$10,231.00	\$7,691.00	\$7,797.00	\$4,241.00	\$5,946.00	\$7,441.00	\$7,761.00	\$8,759.00	\$8,013.00	\$10,387.00	\$7,855.00	\$7,666.00	\$93,788.00
2011-12	Jail	\$7,868.00	\$9,148.00	\$13,791.00	\$13,821.61	\$11,131.78	\$6,091.73	\$6,358.72	\$7,627.21	\$16,459.92	\$8,133.22	\$3,511.28	5,396.13	\$109,338.60
2012-13	Jail	\$9,851.94	\$22,987.52	\$9,693.45	\$10,652.10	\$7,537.09	\$12,630.63	\$7,947.40	\$9,120.59	\$9,585.65	\$6,475.67	\$14,055.81	\$8,517.89	\$129,055.74
2013-14	Jail	\$7,229.83	\$11,249.70	\$11,630.13	\$7,756.07	\$20,472.26	\$14,211.87	\$16,385.86	\$8,399.09	\$9,993.15	\$25,089.23	\$13,038.21	\$22,289.16	\$167,760.40
2014-15	Jail	\$14,641.52	\$15,248.17	\$19,078.03	\$23,753.40	\$17,004.70	\$14,894.58	\$12,924.38	\$15,169.08	\$15,819.74	\$13,511.76	\$27,217.52	\$18,414.59	\$207,677.47
2015-16	Jail	\$17,646.35	\$20,388.98	\$10,739.47	\$24,152.37	\$14,887.81	\$13,140.45	\$15,147.73	\$13,187.70	\$16,463.62	\$11,935.64	\$28,695.13	\$13,643.97	200,029.22
2016-17	Jail	\$11,727.04	\$15,302.99	\$20,904.69	\$14,220.17	\$13,782.16	\$9,788.37	\$11,808.54	\$18,898.78	\$12,321.48	\$19,361.13	\$18,131.76	\$13,376.70	\$126,025.57

TOTAL FY 2005-06	\$289,456.00	Average for 12 month	\$26,314.00
TOTAL FY 2006-07	\$338,345.00	Average for 11 months	\$30,758.64
TOTAL FY 2007-08	\$466,805.00	Average for 12 months	\$38,840.31
TOTAL FY 2008-09	\$358,977.00	Average for 12 months	\$29,914.75
TOTAL FY 2009-10	\$326,477.00	Average for 12 month	\$27,206.41
TOTAL FY 2010-11	\$355,588.00	Average for 12 month	\$29,632.33
TOTAL FY 2011-12	\$346,065.26	Average for 12 month	\$28,831.77
TOTAL FY 2012-13	\$412,755.98	Average for 11 month	\$34,396.33
TOTAL FY 2013-14	\$455,482.93	Average for 12 month	\$37,956.91
TOTAL FY 2014-15	\$481,842.34	Average for 12 month	\$40,153.53*
TOTAL FY 2015-16	\$485,394.36	Average for 12 months	\$40,449.53*
TOTAL FY 2016-17	\$404,584.87	Average for 12 months	\$33,715.41

*Does not include jail kitchen services overtime – began including kitchen services 1-16

RECAP - SHERIFF AND JAIL OVERTIME REPORTS

FY Year	Budget	July	August	Sept.	Oct.	Nov.	Dec.	Jan	Feb	March	April	May	June	TOTAL
1990-91	Sheriff							\$11,431.27	\$16,517.07	\$11,888.82	\$10,438.75	\$10,805.87	\$9,310.89	\$70,392.67
1991-92	Sheriff	\$15,462.13	\$13,296.38	\$16,410.77	\$16,611.39	\$16,590.17	\$10,124.27	\$19,472.29	\$20,262.10	\$18,235.05	\$21,753.68	\$17,614.92	\$13,814.82	\$199,647.97
1992-93	Sheriff	\$22,655.27	\$21,269.55	\$27,322.32	\$14,728.53	\$8,522.72	\$11,767.60	\$7,074.76	\$8,183.73	\$10,228.68	\$16,106.16	\$21,304.16	\$12,040.58	\$181,204.06
1993-94	Sheriff	\$12,194.84	\$12,880.26	\$11,796.20	\$19,656.88	\$9,736.05	\$10,453.40	\$14,047.46	\$10,747.67	\$13,729.75	\$15,248.90	\$13,850.25	\$12,729.83	\$157,071.49
1994-95	Sheriff	\$19,768.43	\$17,650.58	\$16,382.17	\$8,178.84	\$7,514.05	\$5,283.38	\$8,265.57	\$6,077.04	\$4,821.38	\$7,312.77	\$5,826.53	\$8,107.30	\$115,188.04
1995-96	Sheriff	\$10,267.77	\$8,811.96	\$7,581.31	\$8,941.34	\$5,194.86	\$2,945.02	\$7,671.86	\$6,285.61	\$3,953.81	\$6,757.84	\$7,095.62	\$4,022.16	\$79,529.16
1996-97	Sheriff	\$5,717.13	\$9,947.00	\$7,858.83	\$8,458.00	\$15,222.00	\$14,247.00	\$9,382.00	\$6,171.00	\$11,184.51	\$12,575.00	\$15,159.00	\$11,174.00	\$127,095.47
1996/97	Holiday	\$7,483.00	Not Available	\$12,293.84	\$4,296.00	\$5,250.00	-0-	\$14,033.00	\$11,063.00	-0-	-0-	\$5,387.00		\$59,805.84
1997-98	Sheriff	\$9,946	\$10,073.00	\$8,826.00	\$11,306	\$5,821.00	\$6,832.00	\$5722.00	\$11,354.00	\$12,618.00	\$18,161.00	\$11,419.00	\$11,603.00	\$123,681.00
1998-99	Sheriff	\$14,265	\$13,893.00	\$13,762.00	\$12,770.00	\$10,203.00	\$10,119.00	\$17,714.00	\$14,606.00	\$16,394.00	\$9,834.00	\$15,710.00	\$15,312.00	\$164,582.00
1999-20	Sheriff	\$18,980.00	\$15,700.00	\$18,380.00	\$12,235.00	13,968.00	\$12,751.00	\$15,919.00	\$10,134.00	\$18,225.00	\$14,697.00	\$13,545.00	\$21,715.00	\$186,249.00
2000-01	Sheriff	\$17,948.00	\$13,273.00	\$12,379.00	\$15,270.00	\$12,629.00	\$13,537.00	\$15,019.00	\$18,333.00	\$9,206.00	\$15,085.00	\$10,156.00	\$14,809.00	\$167,644.00

FY Year	Bud get	July	August	Sept.	Oct.	Nov.	Dec.	Jan	Feb	March	April	May	June	TOTAL
1990-91	Jail							\$8,961.35	\$9,734.76	\$8,144.51	\$8,780.58	\$7,034.26	\$8,454.56	\$51,110.02
1991-92	Jail	\$7,535.08	\$6,561.64	\$6,702.07	\$9,498.79	\$10,559.57	\$6,237.61	\$10,220.51	\$5,694.12	\$5,838.63	\$7,923.09	\$7,170.30	\$5,339.41	\$89,280.82
1992-93	Jail	\$10,231.09	\$10,595.77	\$11,379.12	\$10,598.70	\$5,363.46	\$4,054.21	\$4,434.02	\$4,036.28	\$5,468.12	\$7,344.10	\$8,404.39	\$9,468.65	\$91,377.91
1993-94	Jail	\$11,816.15	\$7,687.97	\$7,186.15	\$8,495.28	\$8,325.29	\$9,581.32	\$22,451.63	\$12,318.18	\$13,524.36	\$16,935.94	\$13,848.56	\$11,728.60	\$143,899.43
1994-95	Jail	\$12,943.44	\$9,290.30	\$8,195.87	\$2,714.16	\$4,408.35	\$1,527.37	\$5,078.75	\$4,340.92	\$5,800.83	\$3,493.95	\$3,031.58	\$2,151.83	\$62,977.35
1995-96	Jail	\$7,984.10	\$3,228.28	\$5,486.78	\$2,338.29	\$5,459.02	\$2,536.07	\$4,421.55	\$3,424.93	\$2,674.10	\$2,420.38	\$1,293.52	1,498.51	\$42,765.53
1996-97	Jail	\$2,649.57	\$1,745.00	\$3,771.33	\$3,472.00	\$9,341.00	\$7,985.00	2,620.00	\$1,367.00	\$2,344.00	\$39,551	\$2,561.00	\$3,089.00	\$80,495.90
1997-98	Jail	\$4,991.00	\$9,012.00	\$4,454.00	\$6,044.00	\$7,794.00	\$7,849.00	\$9,830.00	\$12,752.00	\$8,034.00	\$7,836.00	6,958.00	\$5,427.00	\$90,981.00
1998-99	Jail	\$4,125.00	\$5,707.00	\$8,030.00	\$6,044.00	\$6,680.00	\$3,879.00	\$4,800.00	\$4,839.00	\$4,051.00	\$7,145.00	\$10,199.00	\$6,301.00	\$71,800.00
1999-00	Jail	\$6,853.00	\$6,196.00	\$6,465.00	\$5,768.00	9,512.00	\$5,066.00	\$4,447.00	\$1,828.00	\$4,381.00	\$21,862.00	\$4,020.00	\$6,281.00	\$82,679.00
2000-01	Jail	\$4,117.00	\$3,719.00	\$7,353.00	\$7,095.00	\$6,491.00	\$9,549.00	\$5,751.00	\$9,965.00	\$6,111.00	\$8,085.00	\$5,360.00	\$7,218.00	\$80,814.00

TOTAL 6 months FY 1990-1991							\$121,502.69			average per month for 6 months				\$20,250.44
TOTAL FY 1991-1992							\$288,928.79			average per month				\$24,077.39
TOTAL FY 1992-1993							\$272,581.97			average per month				\$22,715.16
TOTAL FY 1993-1994							\$300,970.92			average per month				\$25,080.91
TOTAL FY 1995-1996							\$122,295.49			average per month				\$10,191.29
TOTAL FY 1996-1997							\$207,591.37			average for 12 months without Holiday				\$17,299.28
					Holiday		\$59,805.84			average for 12 months including Holiday				\$22,283.10
TOTAL FY 1997-98							\$214,662.00			average per month				\$17,888.50
TOTAL FY 1998-99							\$236,382.00			average per month				\$19,698.50
TOTAL FY 1999-2000							\$268,928.00			average for 12 month				\$22,410.67
TOTAL FY 2000-2001							\$248,458.00			Average for 12 month				\$20,704.83
TOTAL FY 2001-2002							\$325,174.00			Average for 12 month				\$27,097.93
TOTAL FY 2002-2003							\$310,997.00			Average for 12 month				\$25,916.47
TOTAL FY 2003/04							\$266,391.00			Average for 12 month				\$22,199.25
TOTAL FY 2004-05							\$229,597.00			Average for 12 month				\$19,133.08

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

469 South Main Street
Bishop, CA 93514
(760) 872-5150
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



November 8, 2019

File No.: 825.12965.14387

Inyo County Board of Supervisors
P O Drawer N
Independence, CA 93526

RECEIVED
2019 NOV 19 PM 4:33
INYO COUNTY
ADMINISTRATIVE
OFFICE

Dear Board of Supervisors:

The enclosed report is submitted pursuant to Health and Safety Code Section 25180.7 (Proposition 65). The report documents information regarding the illegal discharge (or threatened illegal discharge) of hazardous waste, which could cause substantial injury to the public health or safety. The report is submitted on behalf of all designated employees of the Department of California Highway Patrol.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. DOMINGUEZ", written over a large, stylized blue scribble.

J. DOMINGUEZ, Captain
Commander
Bishop Area

Enclosure



HAZARDOUS MATERIALS INCIDENT REPORT

CHP 407E (Rev. 3-15) OPI 062 Refer to HPM 84.2, Chapter 2

OES CONTROL NUMBER 19-7193	COLLISION REPORT <input checked="" type="checkbox"/> Yes NUMBER 9825-2019-00332 <input type="checkbox"/> No
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HAZMAT CASUALTIES	NO. EXPOSED/DECONNED	NO. INJURED	NO. KILLED	CITY	JUDICIAL DISTRICT	PHOTOGRAPHS BY
AGENCY PERSONNEL	0	0	0	UNINCORPORATED	INDEPENDENCE	<input checked="" type="checkbox"/> NONE
OTHERS	0	0	0	COUNTY	NCIC	HAZMAT PLACARDS DISPLAYED
INCIDENT DATE (MM/DD/YYYY)	INCIDENT TIME	TIME CALTRANS/COUNTY ROADS NOTIFIED	TIME O.E.S. NOTIFIED	Inyo	9825	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
11/08/2019	0731 HOURS	0842 HOURS	1939 HOURS			STATE HIGHWAY RELATED
						<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

INCIDENT OCCURRED ON **SR-127**

AT INTERSECTION WITH **SR-178 WEST**
 OR South of

MILEPOST INFORMATION
0.24 miles North of 127 INY 16.00

GPS COORDINATES
LATITUDE **35.994027°** LONGITUDE **-116.273590°**

NAME (FIRST, MIDDLE, LAST)	DRIVER'S LICENSE NUMBER	STATE	VEH. YEAR	MAKE	LICENSE NUMBER	STATE
TREYVA, ANNTIONETT, REED	D9435199	CA	2016	INTERNATIONAL	WP98114	CA
STREET ADDRESS			VEH. YEAR	MAKE	LICENSE NUMBER	STATE
222 E 17TH ST APT 137			2012	WABASH	35 TLR7268Z	ME
CITY/STATE/ZIP CODE			VEH. YEAR	MAKE	LICENSE NUMBER	STATE
SAN BERNARDINO, CA 92404						

HOME PHONE	BUSINESS PHONE	CARRIER NAME
(909) 915-0233	(866) 673-3200	NORTH STATE ENVIRONMENTAL

HAZMAT IDENTIFICATION SOURCES (CHECK ALL THAT APPLY)

<input type="checkbox"/> On-site fire services	<input type="checkbox"/> Chemtrec
<input type="checkbox"/> Private info source	<input type="checkbox"/> Poison Control Center
<input type="checkbox"/> Off-site fire services	<input type="checkbox"/> Safety Data Sheet
<input type="checkbox"/> On-site non-fire services	<input type="checkbox"/> Placards/Signs
<input type="checkbox"/> Off-site non-fire services	<input checked="" type="checkbox"/> Shipping papers
<input type="checkbox"/> Computer software	<input type="checkbox"/> Emergency Response Guidebook
<input type="checkbox"/> Chemist	<input type="checkbox"/> No reference material used
<input type="checkbox"/> Other	

REGISTERED OWNER SAME AS DRIVER
NORTH STATE ENVIRONMENTAL

OWNER'S ADDRESS SAME AS DRIVER
220 S SPRUCE AVE STE 200 S. SAN FRANCISCO CA 94083

VEHICLE IDENTIFICATION NUMBER
3HSDJAPR3GN290400

VEHICLE TYPE	CA NUMBER	DOT NUMBER
25 32	767	197187

CHEMICAL/TRADE NAME	UN NUMBER	DOT HAZARD CLASS	QUANTITY RELEASED (LBS., GAL., ETC.)	EXTENT OF RELEASE	PHYSICAL STATE STORED	PHYSICAL STATE RELEASED
Used Motor Oil			100 GALLONS	Outside vehicle	Liquid	Liquid

CONTAINER TYPE	CONTAINER CAPACITY (LBS., GAL., ETC.)	CONTAINER MATERIAL	LEVEL OF CONTAINER
Drum	55 GALLON	Iron/iron alloys	Above ground

CHEMICAL/TRADE NAME	UN NUMBER	DOT HAZARD CLASS	QUANTITY RELEASED (LBS., GAL., ETC.)	EXTENT OF RELEASE	PHYSICAL STATE STORED	PHYSICAL STATE RELEASED

CONTAINER TYPE	CONTAINER CAPACITY (LBS., GAL., ETC.)	CONTAINER MATERIAL	LEVEL OF CONTAINER

PROPERTY USE	SURROUNDING AREA	PROPERTY MANAGEMENT
State Highway	Open land	State

RELEASE FACTORS	EQUIPMENT TYPE INVOLVED	HAZMAT CONFIRMED
Collision/Overturn	No equipment involved	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

CITATION ISSUED OR COMPLAINT TO BE FILED	PRIMARY CAUSE OF INCIDENT	OTHER HAZARDOUS MATERIALS VIOLATIONS (NON-CAUSATIVE)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not determined	<input checked="" type="checkbox"/> Violation 22350 CVC	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

<input type="checkbox"/> Other Code violation	DID WEATHER CONTRIBUTE TO CAUSE OR SEVERITY OF INCIDENT?
<input type="checkbox"/> Other cause	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WEATHER Clear

ELEMENTS (OUTLINE THE FOLLOWING ON A CHP 556. INCLUDE ADDITIONAL INFORMATION AS NECESSARY)

<input checked="" type="checkbox"/> Sequence of events	<input type="checkbox"/> Evacuation details	<input checked="" type="checkbox"/> Cleanup actions	<input checked="" type="checkbox"/> CHP On-scene Personnel (name, rank, ID number, function, exposure, hours)
<input type="checkbox"/> Road closures	<input type="checkbox"/> Environmental impact	<input type="checkbox"/> Actions of other agencies	

COMPLETE THE FOLLOWING

<input checked="" type="checkbox"/> Incident Action Plan	<input checked="" type="checkbox"/> Site Safety Plan	<input checked="" type="checkbox"/> Proposition 65 Letters: County Health/County Board of Supervisors
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DATE AND TIME SCENE DECLARED SAFE	BY WHOM (NAME, TITLE AND AGENCY)
11/09/2019 1900 HOURS	JEFF SMITH, CALTRANS SUPERVISOR SHOSHONE

PREPARER'S NAME, RANK, AND ID NUMBER	DATE	REVIEWER'S NAME, RANK, AND ID NUMBER	DATE
T. Mauch, ID 14387	11/09/2019		

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE(S)

ABC 211 (6/99)

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

File Number: **612896**
 Receipt Number: **2612850**
 Geographical Code: **1400**
 Copies Mailed Date: **November 19, 2019**
 Issued Date:

DISTRICT SERVING LOCATION: **BAKERSFIELD**

First Owner: **NEG282, LLC**
 Name of Business: **STOVEPIPE WELLS GENERAL STORE**
 Location of Business: **STATE HWY 190
 DEATH VALLEY, CA 92328**

County: **INYO**

Is Premises inside city limits? **No**

Census Tract: **0008.00**

Mailing Address:(If different from premises address)

Type of license(s): **21, 47, 68**

Dropping Partner: Yes No

Transferor's license/name: **505724 / DEATH VALLEY LODGING COMPANY LLC**

RECEIVED
 2019 NOV 21 AM 11:32
 INYO COUNTY
 ALCOHOLIC BEVERAGE CONTROL
 OFFICE OF THE CLERK

<u>License Type</u>	<u>Transaction Type</u>	<u>Master</u>	<u>Secondary LT And Count</u>
47 - On-Sale General Eating Place	PER	Y	68[1]
21 - Off-Sale General	PER	Y	
68 - Portable Bar	PER	N	

<u>License Type</u>	<u>Transaction Description</u>	<u>Fee Code</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
Application Fee	ISSUE TEMPORARY PERMIT	NA	1	11/19/19	\$100.00
Application Fee	FEDERAL FINGERPRINTS	NA	1	11/19/19	\$24.00
Application Fee	PERSON TO PERSON TRF	NA	0	11/19/19	\$1,250.00
Application Fee	STATE FINGERPRINTS	NA	1	11/19/19	\$39.00
68 - Portable Bar	ANNUAL FEE	P0	1	11/19/19	\$455.00
47 - On-Sale General Eating Place	ANNUAL FEE	P0	0	11/19/19	\$790.00
47 - On-Sale General Eating Place	MANAGER	NA	0	11/19/19	\$140.00
21 - Off-Sale General	ANNUAL FEE	NA	0	11/19/19	\$814.00
Total					\$3,612.00

Have you ever been convicted of a felony? **No**

Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

STATE OF CALIFORNIA County of INYO

Date: November 19, 2019

Applicant Name(s)

NEG282, LLC